Minutes - Executive Policy Committee - January 16, 2009

REPORTS

Minute No. 97 Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans of the City of Winnipeg Employees
eFile GU-2

EXECUTIVE POLICY COMMITTEE RECOMMENDATION:

The Executive Policy Committee concurred in the recommendation of the Winnipeg Public Service and recommends to Council:

1. That the trustee agreement established for the implementation and administration of the Dental Services and Vision Care Plans of the City of Winnipeg Employees be replaced by the Group Agreement #99045 for Supplemental Health Benefits (Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans) between United Health Services Corporation (Manitoba Blue Cross) and the City of Winnipeg (Appendix "A" contained in the report of the Director of Corporate Support Services).

2. That all authority to manage the agreement formerly granted to the trustees of the Dental Services and the Vision Care Plans be transferred to the Chief Administrative Officer of the City of Winnipeg.

3. That the Proper Officers of the City be authorized to do all things necessary to implement the intent of the foregoing.

DECISION MAKING HISTORY:

Moved by Councillor Pagtakhan,

That the recommendation of the Winnipeg Public Service be concurred in and forwarded to Council.

Carried

RE: Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans of the City of Winnipeg Employees

FOR SUBMISSION TO: EXECUTIVE POLICY COMMITTEE

ORIGINAL REPORT SIGNED BY: Director, Corporate Support Services

REPORT DATE: December 19, 2008

RECOMMENDATION(s):

1. That the trustee agreement established for the implementation and administration of the Dental Services and Vision Care Plans of the City of Winnipeg Employees be replaced by the Group Agreement #99045 for Supplemental Health Benefits (Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans) between United Health Services Corporation (Manitoba Blue Cross) and the City of Winnipeg (attached as Appendix "A").

2. That all authority to manage the agreement formerly granted to the trustees of the Dental Services and the Vision Care Plans be transferred to the Chief Administrative Officer of the City of Winnipeg.

Report Summary

Key Issues:

- A trust was created by Council in June 1980 to manage the provision of Dental Benefits as specified in the Dental Service Plans for Employees of the City of Winnipeg, as provided by United Health Services (Manitoba Blue Cross). Trustees appointed at the time were the City Treasurer, the Director of Personnel and the Medical Health Officer or their designates. Management of the City's Vision Care Plan was added nine years later. The list of appointed trustees had not been revised or updated since 1987, at which time the appointed Trustees included the Commissioner of Finance and City Treasurer, the Director of Personnel and the Deputy Medical Health Officer. Responsibilities assigned to the Trustees have been managed administratively since the City's restructuring resulting from the "Cuff Report" of 1997.
- Manitoba Blue Cross requests payment from the City on a monthly basis for all approved claims which are then paid from the trust account. A small float is constantly maintained in the trust account to cover these monthly payment requests. In addition to the float, the trust account is funded by monthly journal entries which are processed by Corporate Payroll to charge departments for their employees' claims and to credit the trust account. Separate Financial Statements are prepared annually on the trust.

- It is felt that a trust is no longer required to manage dental and vision claims made by employees covered by the supplemental health benefit plan. It is proposed that Corporate Finance will pay Manitoba Blue Cross through accounts payable from the General Revenue Bank account for approved claims and administration fees and the Department of Corporate Support Services will administer the terms of the plans and manage liaison with Manitoba Blue Cross. The elimination of the trust will significantly streamline the payment process reducing the paperwork and effort required to process these transactions.
- The inclusion of Ambulance and Hospital Semi-Private coverage as a benefit paid by the City was agreed to in collective bargaining beginning in 2002, and is included in this group agreement along with the two other employer-paid benefits (Dental and Vision).

Implications of the Recommendation(s):

General Implications
(**X**) None
( ) For the organization overall and/or for other departments
( ) For the community and/or organizations external to the City
( ) Involves a multi-year contract

Policy Implications
(**X**) No
( ) Yes

Regulatory Implications
(**X**) None
( ) Eliminates or reduces regulatory impact
( ) Proposes regulatory impact

Environmental Implications
(**X**) No
( ) Yes

Human Resources Implications
(**X**) No
( ) Yes

Financial Implications
(**X**) Within approved current and/or capital budget
( ) Current and/or capital budget adjustment required
Comment(s): There are no financial implications associated with this report.

Report

REASON FOR THE REPORT:

The approval of City Council is required to replace the trust established to administer the Dental Services and Vision Care Plans of the City of Winnipeg Employees with the Group Agreement #99045 for Supplemental Health Benefits (Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans) between United Health Services Corporation (Manitoba Blue Cross) and the City of Winnipeg.

HISTORY:

Since 1980 the City has maintained a trust fund to reimburse Manitoba Blue Cross for all claims made by City employees and approved under the terms of the plans.

On October 15, 1980, City Council approved a trust agreement, authorizing the appointment of the City Treasurer, the Medical Health Officer and the Director of Personnel, or their designates, as trustees of the Dental Services Plan for the City of Winnipeg Employees.

On June 23, 1987, Council appointed the Commissioner of Finance and City Treasurer, the Director of Personnel and the Deputy Medical Health Officer as trustees of the plans.

On June 9, 1989 City Council authorized the appointment of the same officers as trustees of the Vision Care Plan for the City of Winnipeg Employees. This list of trustees has not been updated since that time, and responsibilities assigned to the Trustees have been managed administratively since the City's restructuring resulting from the "Cuff Report" of 1997.

Beginning in 2002, the inclusion of Ambulance and Hospital Semi-Private coverage as a health benefit paid by the City of Winnipeg was agreed to in collective bargaining between the City and its various unions and associations.

DISCUSSION:

Trustees were appointed in 1980 to manage the Dental Services Plan for City of Winnipeg Employees with the Vision Care plan added in 1989. Responsibilities of the trustees included the following:

- ensure sufficient funds in the trust to adequately fund the plans,
- establish the plans and pay from the Trust Fund sums as may be required,

- appoint United Health Services (Manitoba Blue Cross), or any other corporation approved of by the Employer, to administer the Plans or any portion thereof,
- pay all proper and reasonable expenses, costs and fees incurred, and
- grant, or continue benefits in exceptional circumstances, to claimants who may not meet the full eligibility requirements as set out in the plans – in other words, act as an appeal body in cases where individual's claims have been refused.

Research into the establishment of the Trust did not reveal the reasons why the plan was originally set up as a Trust Agreement. Because the plans are managed as a trust, the financial requirements to administer the fund are somewhat cumbersome. The current monthly process for reimbursing Manitoba Blue Cross is as follows:

- Corporate Payroll delivers a Statement of Accounts for the dental and vision plans along with processed journal entries which credit the General Revenue Bank general ledger account and debits the departmental expense accounts according to their employees' claims.
- Within a day or two, Corporate Payroll advises Treasury via e-mail that Manitoba Blue Cross has requested payment, providing the amount of the payment to be made.
- Manitoba Blue Cross supplies monthly lists of claimant names to Corporate Payroll which are then separated and distributed to departments for audit purposes.
- Within a day, a copy of the e-mail is sent to Treasury from Corporate Payroll which has been signed as approved by Payroll.
- Within a day or two of receiving the approved request (depending on the availability of funds) Treasury prepares an account transfer (on-line via RBC Express) based on the amount of the credit to the General Revenue Bank general ledger account in the journal entry provided – funds are transferred from the General Revenue account to the dental/vision account.
- At approximately the same time, Treasury prepares a wire payment payable to Manitoba Blue Cross based on the payment request amount indicated in the signed copy of the e-mail request.
- The account transfer is then approved and released (on-line via RBC Express) by either the Superintendent or the Supervisor of Treasury.
- The wire payment is approved and released (on-line via RBC Express) by both the Superintendent and the Supervisor of Treasury or their alternates.
- On an annual basis, separate Financial Statements are prepared for the trust by Corporate Payroll.

Eliminating the trust requirement would simplify the administration of the plans and the processing of Manitoba Blue Cross payments. The revised process would be as follows:

- Corporate Payroll would use the invoices received from Manitoba Blue Cross to process journal entries to charge departments for their employees' claims and to credit a corporate liability account.
- Corporate Payroll would prepare a Request for Payment and forward it to Accounts Payable for data entry. The payment will be processed through PeopleSoft, to be paid from the general Revenue Bank account charged to the corporate liability account.
- Payment will pay electronically via direct deposit once Accounts Payable enters the data.
- Corporate Payroll will perform regular balancing/auditing functions of the corporate liability account.
- Manitoba Blue Cross will continue to supply monthly claimant lists to Corporate Payroll for distribution to departments for audit purposes.
- The annual financial statements would no longer be required as the separate trust would not exist.

Beginning in 2002, as a result of collective bargaining between the City and its various unions and associations, Ambulance and Hospital Semi-Private coverage was included as a health benefit paid entirely by the City of Winnipeg. This plan is now included with the other employer-paid benefits (Dental Services and Vision Care Plans) in the attached Group Agreement #99045 for Supplemental Health Benefits between United Health Services Corporation (Manitoba Blue Cross) and the City of Winnipeg.

While Corporate Finance will continue to administer payments to Manitoba Blue Cross, charges to departments, distribution of audit spreadsheets, and will implement a new process to balance the accounts, the Human Resource Planning & Services Division of the Department of Corporate Support Services will administer the terms of the plans and manage liaison with Manitoba Blue Cross.

Financial Impact Statement **Date:** December 17, 2008

Project Name:

Dental Services, Vision Care and Ambulance and Hospital Semi-Private Plans of the City of Winnipeg Employees

Comments:

There are no financial implications associated with this report.

original signed by R. Abeysekera
Radhika Abeysekera
Manager of Finance & Administration
Corporate Support Services Department

IN PREPARING THIS REPORT THERE WAS:

Internal Consultation With and Concurrence By:

Deputy CAO / Chief Financial Officer
Manager of Payroll, Corporate Finance Department
Supervisor of Treasury, Corporate Finance Department

External Consultation With:

Manitoba Blue Cross

THIS REPORT SUBMITTED BY:

Department: Corporate Support Services
Division: Human Resource Planning & Services
Prepared by: David Laird
File No

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APPENDIX A -
Agreement No. 9904!

APPENDIX "A"

THIS GROUP AGREEMENT #99045

AS OF JUNE 1, 2008

for

SUPPLEMENTAL HEALTH BENEFITS

Between

UNITED HEALTH SERVICES CORPORATION

Manitoba Blue Cross
(Hereinafter referred to as "Blue Cross")

and

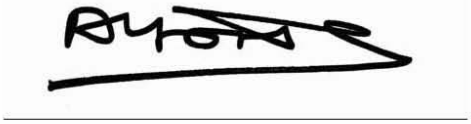
THE CITY OF WINNIPEG
(Hereinafter referred to as the "Employer")

IN CONSIDERATION of the application of THE CITY OF WINNIPEG and IN CONSIDERATION of the payment of monthly Subscriptions, Blue Cross agrees to provide the Benefits as defined under the Terms of this Agreement.

The Agreement shall automatically be renewed from year to year, unless terminated as provided herein.

All the Terms and Conditions set forth on the following pages form a part of this Agreement as fully as if the same were stated over the signatures hereto.

IN WITNESS WHEREOF, Blue Cross and the Employer have caused this Agreement to be signed at WINNIPEG, Manitoba on September 10, 2008.



MAYOR

PRESIDENT
MANITOBA BLUE CROSS

CITY CLERK

DIRECTOR INTERNAL SERVICES

CITY SOLICITOR

SECTION 1 - AGREEMENT SECTIONS

The following Sections form part of the Agreement between Blue Cross and the Company.

Section		
1	X	Agreement Sections
2	X	Definitions
3	X	Plan Coverage and Provisions
4	X	Persons Eligible for Benefits
5	X	Eligibility
6	X	Classification, Rating and Re-opening
7	X	Subscription, Duration and Termination of Agreement
8	X	Amendments
9	X	Medical Records
10	X	Waiver of Liability
11	X	Third Party Liability
12	X	Exclusions
13	X	General Provisions
14	X	Co-ordination of Benefits
15	X	Administrative Services
16	N/A	
17	N/A	
18	N/A	
19	N/A	Employee Assistance Plan
20	X	Ambulance/Hospital Semi-Private Plan
21	N/A	Extended Health Benefits Plan
22	X	Vision Care Plan
23	N/A	Prescription Drug Plan
24	X	Dental Service Plan
25	N/A	Travel Health
26	N/A	Prescription Safety Glass Plan

N/A shall mean NOT APPLICABLE when used in this section.

SECTION 2 - DEFINITIONS

2.1 **"Agreement"** means this document including any amendments attached hereto to serve as the legal Agreement between the Group and Blue Cross.

2.2 **"Anniversary Date"** shall mean the first day of January each year.

2.3 **"Benefits"** shall mean the eligible expenses as outlined for each Benefit Plan subject to the exclusions and limitations of this Agreement and the Provisions in Section 3, 4, 5 and 6 hereof.

2.4 **"Blue Cross"** means United Health Services Corporation which operates under the name of Manitoba Blue Cross.

2.5 **"Blue Cross Provider"** means a Provider of services whose qualifications meet the criteria established by Manitoba Blue Cross and whose services have been deemed eligible by Manitoba Blue Cross.

2.6 "**Company**" means The City of Winnipeg.

2.7 **"Coverage"** shall mean Benefits as provided under 2.3.

2.8 **"Dependent"** means the Subscriber's spouse and dependent children as defined under Sections 4 and 5 of this Agreement.

2.9 **"Effective Date"** means the effective date of the Benefits of this Agreement as outlined under Section 3 hereof except in the case of a new Subscriber or Dependent subsequently accepted by Blue Cross, the Effective Date shall be the date of such acceptance.

2.10 "**Employer**" means The City of Winnipeg.

2.11 **"Group"** means a number of Subscribers having a common employer or otherwise identified with each other under an arrangement approved by Blue Cross and where the Subscriptions are remitted collectively.

2.12 **"Member"** for the purpose of this Agreement shall have the same meaning as Subscriber and shall be identified by Section 4 and 5 of this Agreement.

2.13 **"Subscriber"** means any employee, annuitant, or class of Member who is eligible for Coverage in accordance with Section 4 and 5 of this Agreement.

2.14 **"Subscription"** means the monies payable to Blue Cross for the Benefits to be made available under the provisions of this Agreement.

2.15 **"Usual, Customary, and Reasonable"** means the following:

- Usual is the usual charge for a given service or supply by an individual providing services or supplies hereunder in his personal practice.
- Customary is that range of usual charges by individuals providing services or supplies hereunder of similar training and experience for the same service within a specific limited geographic or socio-economic area.
- Reasonable is a charge which meets the above two criteria, or, in the opinion of the provider's professional association, is justifiable in the special circumstances of the particular case in question.

2.16 Words importing the masculine gender include the feminine; words in the singular include the plural; and the words in the plural include the singular.

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66010 - Canadian Union Public Employees – CUPE	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $2,200.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$250.00 per Subscriber every 24 consecutive months $65.00 per Subscriber every 24 consecutive months
66015 - Canadian Union Public Employees – Part-time – CUPE – 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 50% reimbursement to a lifetime maximum of $1,100.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$125.00 per Subscriber every 24 consecutive months $32.50 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66025 - Canadian Union Public Employees – Part-time - CUPE – 75% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 75% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,125.00 per Subscriber per calendar year. **Plan D** – 75% reimbursement to a lifetime maximum of $1,650.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$187.50 per Subscriber every 24 consecutive months $48.75 per Subscriber every 24 consecutive months
66030 - United Fire Fighters of Winnipeg (UFFW)	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66040 – Winnipeg Police Service - Uniform	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months
66045 – Winnipeg Police Service – Officers – Part-Time 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $750.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$112.50 per Subscriber every 24 consecutive months $25.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66060 – Winnipeg Association of Public Service Officers (WAPSO)	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months
66065 - Winnipeg Association of Public Service Officers (WAPSO) Part-time – 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 50% reimbursement to a lifetime maximum of $750.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$112.50 per Subscriber every 24 consecutive months $25.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66070 – Amalgamated Transit Union (ATU)	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous.
		Plan B & C – combined maximum of $1,500.00 per Subscriber per calendar year.
		Plan D – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber.
	Effective August 20, 2008	Lifetime maximum of $2,200.00 per Subscriber.
		Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$225.00 per Subscriber every 24 consecutive months
	Eye Examinations	$50.00 per Subscriber every 24 consecutive months
	Effective August 20, 2008	$250.00 per Subscriber every 24 consecutive months $65.00 per Subscriber every 24 consecutive months
66075 – Amalgamated Transit Union – Part-time (ATU) – 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous.
		Plan B & C – combined maximum of $750.00 per Subscriber per calendar year.
		Plan D – 50% reimbursement to a lifetime maximum of $750.00 per Subscriber.
	Effective August 20, 2008	Lifetime maximum of $1,100.00 per Subscriber.
		Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$112.50 per Subscriber every 24 consecutive months
	Eye Examinations	$25.00 per Subscriber every 24 consecutive months
	Effective August 20, 2008	$125.00 per Subscriber every 24 consecutive months $32.50 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66080 – Winnipeg Police Service - Senior Officers	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$225.00 per Subscriber every 24 consecutive months
	Eye Examinations	$50.00 per Subscriber every 24 consecutive months
66090 – Winnipeg Police Service - Staff	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$225.00 per Subscriber every 24 consecutive months
	Eye Examinations	$50.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66095 – Winnipeg Police Service – Part-time	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $750.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$112.50 per Subscriber every 24 consecutive months $25.00 per Subscriber every 24 consecutive months
66096 – Winnipeg Police Staff – Part-time 75% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 75% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,125.00 per Subscriber per calendar year. **Plan D** – 75% reimbursement to a lifetime maximum of $1,125.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$168.75 per Subscriber every 24 consecutive months $37.50 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66100 – Senior Management	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months
66110 – Winnipeg Fire Paramedics Senior Officers Association (WFPSOA)	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66120 – The Professional Paramedics Association of Winnipeg (PPAW)	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months
66150 – Mayor and Councillors	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66160 – Winnipeg Association of Public Service Officers (WAPSO) Exempt	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months
66170 – Voluntary Retirement Incentive Program (VRIP) Winnipeg Association of Public Service Officers (WAPSO)	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$225.00 per Subscriber every 24 consecutive months $50.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66190 – Canadian Union Public Employees (CUPE) Retirement Incentive Program (CRIP)	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $2,200.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$250.00 per Subscriber every 24 consecutive months $65.00 per Subscriber every 24 consecutive months
66195 - Canadian Union Public Employees (CUPE) Retirement Incentive Program (CRIP) – Part-time – 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 50% reimbursement to a lifetime maximum of $1,100.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$125.00 per Subscriber every 24 consecutive months $32.50 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66200 – Police Retirement Incentive Program (PRIP)	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$225.00 per Subscriber every 24 consecutive months
	Eye Examinations	$50.00 per Subscriber every 24 consecutive months
66205 – Survivors	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 100% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,500.00 per Subscriber per calendar year. **Plan D** – 100% reimbursement to a lifetime maximum of $2,200.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits	$250.00 per Subscriber every 24 consecutive months
	Eye Examinations	$65.00 per Subscriber every 24 consecutive months

SECTION 3A - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG PARTICIPATING EMPLOYEE GROUPS

Group Number/Name	Plan Type	Coverage Details
66215 – Survivors – Part-time – 50% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 50% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $750.00 per Subscriber per calendar year. **Plan D** – 50% reimbursement to a lifetime maximum of $1,100.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$125.00 per Subscriber every 24 consecutive months $32.50 per Subscriber every 24 consecutive months
66216 – Survivors – 75% Benefit	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B & C** – 75% reimbursement including Consultations and Drugs and Miscellaneous. **Plan B & C** – combined maximum of $1,125.00 per Subscriber per calendar year. **Plan D** – 75% reimbursement to a lifetime maximum of $1,650.00 per Subscriber. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$187.50 per Subscriber every 24 consecutive months $48.75 per Subscriber every 24 consecutive months

SECTION 3B - PLAN COVERAGE AND PROVISIONS
THE CITY OF WINNIPEG ANCILLARY GROUPS

Group Number/Name	Plan Type	Coverage Details
66155 – St. Boniface Museum	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B** – 100% reimbursement including Endodontics, Periodontics, Surgery, Consultations and Drugs and Miscellaneous. **Plan C** – 75% reimbursement. **Plan D** – 75% reimbursement to a lifetime maximum of $1,500.00 per Subscriber. Benefit maximum of $1,500.00 per Subscriber per calendar year. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$300.00 per Subscriber every 24 consecutive months $75.00 per Subscriber every 24 consecutive months
66180 – St. Boniface Museum – Part-time	Ambulance/Hospital	100% reimbursement
	Dental Benefits	**Plan B** – 100% reimbursement including Endodontics, Periodontics, Surgery, Consultations and Drugs and Miscellaneous. **Plan C** – 75% reimbursement. **Plan D** – 75% reimbursement to a lifetime maximum of $750.00 per Subscriber. Benefit maximum of $750.00 per Subscriber per calendar year. Benefit payments are based on the Dental Fee Guide, excluding the Manitoba Northern Fee Guide, established by the Manitoba Dental Association which is in effect at the time the services are provided.
	Vision Benefits Eye Examinations	$150.00 per Subscriber every 24 consecutive months $37.50 per Subscriber every 24 consecutive months

SECTION 4 - PERSONS ELIGIBLE FOR BENEFITS

ALL GROUPS EXCEPT #66170, #66190, #66195 and #66200

4.1 Full-time employees, part-time employees, regular seasonal and temporary employees as designated by the Company including the employee's Spouse and Dependents are eligible to become members.

The term "Dependent" means:

Eligible Dependents of the employee described in the foregoing who are:

(a) An employee's legal, common-law or same-sex spouse. To be eligible, a common-law or same-sex spouse must be registered at the time of employment, otherwise there shall be a one-year waiting period from the date of registration.

(b) An employee's legal or adopted children under 22 years of age, provided they are unmarried and unemployed.

(c) An unmarried child under 25 years of age registered and in attendance as a full-time student at a university, community college or similar institution.

(d) An unmarried child of any age who by reason of a mental or physical infirmity is solely dependent upon the employee.

(e) The legal or adopted children of the employee's spouse. (Completed Declaration Form required.)

(f) Dependents of a common-law or same-sex spouse. (A common-law or same-sex spouse must be eligible for coverage prior to their dependent(s) becoming eligible.)

(g) Children to whom the employee stands "in loco parentis" (i.e. in the place of a parent).

4.2 Full-time employees shall become eligible for Plan benefits upon the completion of six (6) months of continuous service.

Part-time, regular seasonal and temporary employees shall become eligible for Plan benefits upon the completion of two hundred (200) working days of service in any two (2) consecutive taxation years.

4.3 All Plans shall be mandatory for all newly-hired employees upon the completion of the waiting period as defined in Section 4.2.

4.4 The Company shall submit to Blue Cross an application for benefits for each Member. The Member shall complete the application for benefits in accordance with their true family status and list all eligible dependents on the application for benefits.

4.5 Survivor Coverage: in the event of death of the employee, the spouse and Dependents (as defined in Section 4.1) shall continue to be eligible for the defined Health and Dental benefits of the Plan, without payment of Subscriptions, until the earliest of:

a) date of termination of the Group Agreement
b) the end of six (6) months from the first day of the month following the date of the employee's death
c) effective date of similar benefits obtained elsewhere
d) date that Dependent eligibility would normally cease as defined in Section 4.1
e) date of remarriage of spouse [Dependents continue to be eligible subject to the terms of a) to d) above].

SECTION 4 - PERSONS ELIGIBLE FOR BENEFITS

GROUP #66200

4.1 Retired employees as designated by the Company including the retiree's Spouse and Dependents are eligible to become members.

The term "Dependent" means:

Eligible Dependents of the employee described in the foregoing who are:

(a) An employee's legal, common-law or same-sex spouse. To be eligible, a common-law or same-sex spouse must be registered at the time of employment, otherwise there shall be a one-year waiting period from the date of registration.

(b) An employee's legal or adopted children under 22 years of age, provided they are unmarried and unemployed.

(c) An unmarried child under 25 years of age registered and in attendance as a full-time student at a university, community college or similar institution.

(d) An unmarried child of any age who by reason of a mental or physical infirmity is solely dependent upon the employee.

(e) The legal or adopted children of the employee's spouse. (Completed Declaration Form required.)

(f) Dependents of a common-law or same-sex spouse. (A common-law or same-sex spouse must be eligible for coverage prior to their dependent(s) becoming eligible.)

(g) Children to whom the employee stands "in loco parentis" (i.e. in the place of a parent).

4.2 Retired employees shall become eligible for Plan benefits as designated by the Company.

4.3 All Plans shall be mandatory.

4.4 The Company shall submit to Blue Cross an application for benefits for each Member. The Member shall complete the application for benefits in accordance with their true family status and list all eligible dependents on the application for benefits.

4.5 Survivor Coverage: in the event of death of the employee, the spouse and Dependents (as defined in Section 4.1) shall continue to be eligible for the defined Health and Dental benefits of the Plan, without payment of Subscriptions, until the earliest of:

a) date of termination of the Group Agreement
b) the end of six (6) months from the first day of the month following the date of the employee's death
c) effective date of similar benefits obtained elsewhere
d) date that Dependent eligibility would normally cease as defined in Section 4.1
e) date of remarriage of spouse [Dependents continue to be eligible subject to the terms of a) to d) above].

SECTION 4 - PERSONS ELIGIBLE FOR BENEFITS **GROUPS #66170, #66190 and #66195**

4.1 Retired employees as designated by the Company including the retiree's Spouse and Dependents are eligible to become members.

The term "Dependent" means:

Eligible Dependents of the employee described in the foregoing who are:

(a) A retiree's legal, common-law or same-sex spouse. To be eligible, a common-law or same-sex spouse must be registered at the time of retirement, otherwise there shall be a one-year waiting period from the date of registration.

(b) A retiree's legal or adopted children under 22 years of age, provided they are unmarried and unemployed.

(c) An unmarried child under 25 years of age registered and in attendance as a full-time student at a university, community college or similar institution.

(d) An unmarried child of any age who by reason of a mental or physical infirmity is solely dependent upon the employee.

(e) The legal or adopted children of the retiree's spouse. (Completed Declaration Form required.)

(f) Dependents of a common-law or same-sex spouse. (A common-law or same-sex spouse must be eligible for coverage prior to their dependent(s) becoming eligible.)

(g) Children to whom the employee stands "in loco parentis" (i.e. in the place of a parent).

4.2 Retired employees shall become eligible for Plan benefits as designated by the Company.

4.3 All Plans shall be mandatory.

4.4 The Company shall submit to Blue Cross an application for benefits for each Member. The Member shall complete the application for benefits in accordance with their true family status and list all eligible dependents on the application for benefits.

SECTION 5 - ELIGIBILITY

5.1 Unless specifically set forth under Section 4 of this Agreement as a special provision, the class of Subscriber as named in Section 4 and 5 of the Agreement shall be eligible for coverage providing that:

a) their application for Benefits has been accepted by Blue Cross, and
b) they are a resident of a province or territory in Canada; and
c) for Health benefit coverage, they are registered with and entitled to benefits under their respective Provincial Government Health Plan.

5.2 The eligibility of a Group Member who applies for Coverage after the expiration of thirty (30) days following the date he would otherwise become eligible according to the terms of Section 4 of this Agreement, shall be subject to the then current underwriting practices of Blue Cross.

5.3 A Subscriber who adds or deletes a Dependent after the date his Coverage commences shall have sixty (60) days to report the change to Blue Cross in order that Coverage may be adjusted to the date of such change. If the change is reported following the expiry of sixty (60) days, such change shall be subject to the then current underwriting practices of Blue Cross.

SECTION 6 - CLASSIFICATION, RATING AND RE-OPENING

6.1 Monthly Subscription Rates:

	Single	Family
Ambulance/Hospital Semi-Private Plan	$ 0.80	$ 1.86

6.2 The Company shall pay 100% of all monthly subscriptions when due.

SECTION 7 - SUBSCRIPTION, DURATION AND TERMINATION OF AGREEMENT

7.1 The Group or Blue Cross may terminate this Agreement effective at or after the end of the Initial Term as specified herein by providing at least one hundred and eighty (180) days prior written notice of such termination.

7.2 The Coverage provided to a Subscriber and his Dependents by this Agreement shall terminate automatically if such Subscriber's employment with the Group is terminated or if the Agreement is terminated.

7.3 Coverage for the dependent spouse shall terminate at the end of the month in which the change occurred in the event of divorce, separation, annulment of the marriage or termination of conjugal relationship, unless otherwise agreed to by Blue Cross. At no time shall Blue Cross provide coverage for more than one spouse under this Agreement. Coverage for the dependent children shall continue under the Terms and Conditions of this Agreement until such dependent children are no longer eligible according to Section 4 of this Agreement.

7.4 Any notice required to be given shall be handled in accordance with Section 13 – General Provisions.

7.5 Termination of the Benefits of the Subscriber shall also mean termination of the Benefits of his dependents.

Ambulance and Hospital Semi-Private Benefits

7.6 Subscriptions are payable in advance on or before the due date as designated on the billing statement issued by Blue Cross.

7.7 Blue Cross reserves the right to adjust as necessary the amount of the Subscriptions and shall notify the Group in writing at least sixty (60) days prior to the date of such change.

7.8 Blue Cross may terminate this Agreement as of the date to which the Subscriptions have been paid if the Company's enrollment falls below 3 Subscribers. Blue Cross must provide at least thirty (30) days prior written notice of such termination.

7.9 Blue Cross may terminate this Agreement if the Group ceases to remit Subscriptions which are due and payable to Blue Cross. The date of termination shall be the date to which the Subscriptions have been paid.

7.10 This Agreement shall be automatically terminated as of the date to which the Subscribers' Subscriptions are paid if the Group replaces in whole or in part the Benefits provided by this Agreement.

7.11 Blue Cross shall not be or become responsible for any claims incurred under this Agreement while any Subscription is due and unpaid.

7.12 Upon termination of this Agreement, Blue Cross shall pay claims incurred prior to the termination date, provided they are received by Blue Cross within **90** days of the termination date; however, Blue Cross shall be relieved of all liability in respect of services provided after the date of termination, notwithstanding any approval for services which may have been given by Blue Cross prior to the date of termination.

Dental and Vision Benefits

7.13 The initial term of this Agreement is as stated herein and shall remain in force from year to year thereafter.

7.14 This Agreement shall be automatically terminated as of the date that Blue Cross receives from the Company an advice indicating the date on which coverage shall terminate. If this Agreement is so terminated, Blue Cross shall be immediately relieved of all liability in respect of the continuation of any service commenced or commencing before the termination date, notwithstanding any approval for services which may have been given by Blue Cross prior to the date of termination.

SECTION 8 - AMENDMENTS

8.1 Blue Cross may amend this Agreement at any time if Blue Cross' obligations, with respect to the benefits payable under this Agreement, are affected by a change in a government hospital plan or government health or disability plan or any other government plan.

8.2 Blue Cross may amend this Agreement at any time if Blue Cross' obligations, with respect to the benefits payable, or the taxes payable to any government authority under this Agreement are affected by the introduction, revision, or repeal of any federal, provincial, municipal or other government law or regulation.

8.3 This Agreement may be amended during its term only upon mutual consent of the parties to this Agreement or as may be delegated by parties to this Agreement, except as provided in Section 7, 8.1, and 8.2 herein.

8.4 Blue Cross may amend the Terms and Conditions of this Agreement by giving at least thirty (30) days written notice to the Company of such amendment prior to the Anniversary Date of this Agreement.

SECTION 9 - MEDICAL RECORDS

9.1 Blue Cross shall have the right to request and obtain information and records or copies of records from hospitals, physicians, pharmacists, dentists, nurses, or any other party having made a diagnosis, treated, attended or rendered services to any Subscriber and his Dependents. Such information shall apply only to those cases where Blue Cross deems such information is necessary or desirable to properly administer claims under the provisions of this Agreement.

SECTION 10 - WAIVER OF LIABILITY

10.1 The Company agrees to the provision of the Benefits of this Agreement on the condition that Blue Cross shall not be liable for any act or omission of any provider of service, regardless of whether such Provider is an approved Provider.

SECTION 11 - THIRD PARTY LIABILITY

11.1 Blue Cross may, at its option, defer the payment of Benefits under this Agreement for a maximum period of twelve (12) months when a Member receives services as a result of injuries suffered in whole or in part due to the fault or neglect of another party.

11.2 The Subscriber must take all reasonable measures of recovery against any third party who may be so liable, or against any fund or agency from which recovery may be made, the cost of care and services provided under this Agreement is an eligible expense to the extent that is not recovered.

11.3 When Blue Cross pays for any of the Benefits referred to in Section 11.1, it has the right to recover these payments should the liability be attributed to a third party. Blue Cross shall reimburse the Company the amount of any recovered payments.

11.4 The Subscriber or his legal representative is responsible for signing any papers necessary for Blue Cross to secure its right of recovery referenced in Section 11.3.

11.5 The Subscriber will do nothing that might jeopardize right of recovery by Blue Cross.

11.6 The Subscriber or legal representative shall not make any settlement of any such claim referred to in Section 11.1 without the consent of Blue Cross unless such settlement includes payment by or on behalf of the other party to Blue Cross for the cost of the claims.

11.7 The Subscriber shall be obliged to cooperate fully with Blue Cross in providing such information on the accidental injury as may be necessary to establish third party liability.

11.8 Any act or thing done by a Subscriber or his legal representative to prevent, or any act or thing omitted to be done pursuant to the provisions of this Section, to enable Blue Cross making a claim and sustaining the same against a third party, shall result in forfeiture of the Benefits to which the Member would otherwise be entitled under this Agreement.

11.9 In connection with the right of recovery vested in Blue Cross to the extent of benefits paid or payable to the Subscriber, Blue Cross may require that the Subscriber execute a Reimbursement Agreement. If the Subscriber does not execute and return to Blue Cross the Reimbursement Agreement within thirty (30) days after a request that he do so, the benefits which he would otherwise be entitled to receive under this Agreement will not be paid until he does so.

SECTION 12 - EXCLUSIONS

Unless specifically set forth under Section 3 of this Agreement as a Special Provision, Blue Cross shall not pay or be required to pay for charges in respect of the following services.

12.1 Services provided to a Subscriber who seeks elective medical or surgical treatment.

12.2 Services obtained outside the Subscriber's Province of residence arising out of illness or injury for which the Subscriber is not entitled to any Benefits from his Provincial hospital and medical plan including services obtained on a referred or elective basis.

12.3 Services due to an illness or injury that is compensable under any Worker's Compensation law or similar legislation. Services which are compensable under the Manitoba Public Insurance Corporation.

12.4 Services in the nature of mileage or travelling time or detention time of any Provider of services hereunder.

12.5 Services due to riot, civil commotion, war, invasion, act of foreign enemy, hostilities by any armed force (whether war is declared or not), civil war, rebellion, revolution, or insurrection.

12.6 Services rendered in connection with general health examinations for check-up purposes; or in the nature of a rest cure or travel for health; or for travel undertaken for the purpose of seeking medical attention; or for cosmetic purposes.

12.7 Services which the Subscriber obtained or to which he is entitled under the terms of any government or legislative hospital, medical or health plan, or services which he obtained or is entitled to obtain without charge by law, or for which there is no actual cost to him or to which he is entitled for any other reason.

12.8 Fees for the completion of claim forms.

12.9 Services rendered prior to the Effective Date of Coverage, or after Termination of Coverage.

12.10 Services not listed as Benefits in this Agreement.

12.11 Services rendered by a Provider who is not an approved Provider as determined by Manitoba Blue Cross.

12.12 Blue Cross is not responsible for any charges which, in the absence of this or similar coverage, would not be charged to the Subscriber.

SECTION 13 - GENERAL PROVISIONS

13.1 Any notice required to be given hereunder shall be sufficiently given if delivered by hand or mailed by prepaid post addressed in the case of the Company, to the name and address as given in the Company Application, and in the case of Blue Cross:

Manitoba Blue Cross
PO Box 1046 Stn Main
Winnipeg MB R3C 2X7

Any party hereto may change its address for service upon not less than 15 days notice of such change given to the other party.

13.2 The Company shall furnish Blue Cross at any time on request, a written list of employees or other members eligible for Coverage as per Section 3, 4, and 5 and will permit such routine examination and inspection of books of the Company as Blue Cross may consider necessary to verify the correctness of same.

13.3 All reports, records and other information relating to patients under the foregoing rules and otherwise shall remain confidential except that they may be published in statistical form without the individual names of Members being thereby revealed. Such reports, records, or other matters (except in statistical form or pursuant to proper legal process) shall not be disclosed to anyone without the express consent of the individual who is the subject of such reports, records, or other matters.

13.4 Every Member shall by his acceptance of such application for Coverage be deemed to be bound to accept any decision of Blue Cross, or its Board of Directors, or any Committee of Blue Cross in settlement of any dispute which Blue Cross, or its Committee thereof, may have investigated or adjusted, or attempted to adjust.

13.5 No assignment of this Agreement on the part of the Company shall be valid or effectual, unless and until consented to by Blue Cross.

13.6 No sum payable to the Subscriber or a Provider, under this Agreement, shall in any circumstances carry interest.

13.7 An action or proceeding against Blue Cross for the recovery of a claim under this Agreement shall not be begun after two (2) years from the date on which the cause of action arose except for claims unduly delayed as a result of third party liability proceedings or if it is shown it was not reasonably possible to give notice of claim within the two year period prescribed.

13.8 Blue Cross has the right, and the Member shall afford to Blue Cross an opportunity to such medical or dental examination of the Member when and as often as Blue Cross may reasonably require while a claim is being processed.

13.9 The Coverage of a Subscriber shall terminate automatically if he obtains or attempts to obtain, or aids any person in obtaining or attempting to obtain, by fraud or false pretences, any Benefits hereunder, and upon such termination the right of such Subscriber and his Dependents to any Benefits hereunder shall be forfeited.

13.10 If benefits have been paid under this Agreement and thereafter it is established that the Benefit expenses or part thereof were not paid by or on behalf of the Subscriber or that the Subscriber was otherwise reimbursed thereof, the Subscriber shall reimburse Blue Cross for the amount of Benefits so paid by Blue Cross forthwith on demand.

13.11 When a Subscriber who has been remitting his Subscriptions on a group basis ceases to be employed or connected with the Company, the Subscriber shall be entitled, upon notice to Blue Cross within thirty (30) days from the date of termination of affiliation with the Company, to make application for whatever form of Agreement Blue Cross may offer at that time to such Subscriber paying directly to Blue Cross.

SECTION 14 - CO-ORDINATION OF BENEFITS

14.1 **Definitions**

As used in this Section:

"Allowable Expense" means any necessary item of expense, the charge for which is Usual, Customary and Reasonable and at least a portion of which is a covered expense under at least one other Plan under which the person for whom claim is made is entitled to receive benefits.

"Plan" means any plan providing benefits or services under (i) group insurance, blanket insurance, family insurance or creditor's group insurance, (ii) service type group plans, or other group prepayment coverage, (iii) any coverage under labor-management trusteed plans, union welfare plans, employer organization plans, or employee benefit organization plans, and (iv) any coverage under government programs, whether municipal, provincial or federal or required or provided by any statute (including an automobile no fault law).

The term "Plan" will be construed separately with respect to each policy, agreement, or other arrangement for benefits or services and separately with respect to that portion of any such policy, agreement or other arrangement which reserves the right to take the benefits or services of other Plans into consideration in determining its benefits and that portion which does not.

14.2 **Effect on Benefits**

Blue Cross follows the Canadian Life and Health Insurance Association Inc. guidelines for Health, Dental and Travel Plans coordination of benefits.

If a Subscriber is covered under this Agreement and is also covered for similar benefits simultaneously under any other Plan benefits, the amount of Benefits payable under this Agreement for Allowable Expenses incurred shall be coordinated and/or reduced so that the benefits payable from all Plans shall not exceed 100% of the actual Allowable Expenses.

Order of Benefit Determination

1. If any other Plan does not contain a provision for co-ordination with or reduction of benefits payable under this Agreement, the benefits payable under such other Plan shall be determined first.
2. If any other Plan does contain a provision for co-ordination with or reduction of benefits payable under this Agreement, the benefits of such Plan shall be co-ordinated with the benefits under this Agreement as follows:

   Employees/Members

   a. The plan where the person is covered as a member.
   b. If a person is a member of two plans, priority goes to:
      i) the plan where the member is an active full-time employee,
      ii) the plan where the member is an active part-time employee,
      iii) the plan where the member is a retiree,

   Dependents

   Spouse

   c. The plan where the person is covered as a dependent spouse.

   Dependent Children

   d. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
   e. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
   f. In situations where parents are separated/divorced, then the following order applies:
      i) the plan of the parent with custody of the child,
      ii) the plan of the spouse of the parent with custody of the child,
      iii) the plan of the parent not having custody of the child,
      iv) the plan of the spouse to the parent in iii) above.
   g. The above rules, a to f, shall be applied in all cases of multiple coverage and only those eligible expenses not covered under any other health/dental plan will be covered under a Health Spending Account Plan.
3. When rules 1 and 2 do not serve to establish an order of benefit determination, the benefits shall be prorated between or among the Plans in proportion to the amounts that would have been paid under each Plan had there been coverage by just that Plan.

14.3 **Right to Receive and Release Information**

For the purposes of determining the applicability of and implementing the terms of this provision of this Agreement, or any provision of similar purpose of any other Plan, Blue Cross may, with proper authorization release to or obtain from any other insurance company or other organization or person any information, with respect to any person, which Blue Cross deems to be necessary for such purposes. Any person claiming benefits under this Agreement shall furnish to Blue Cross such information as may be necessary to implement this provision.

14.4 **Facility of Payment**

Whenever payments which should have been made under this Agreement in accordance with this provision have been made under any other Plans, Blue Cross shall have the right, exercisable alone and in its sole discretion, to pay over to any organizations making such other payments any amounts it shall determine to be warranted in order to satisfy the intent of this provision, and amounts so paid shall be deemed to be benefits paid under this Plan and, to the extent of such payments, Blue Cross shall be fully discharged from liability under this Agreement.

SECTION 15 - ADMINISTRATIVE SERVICES

15.1 The Company shall submit to Blue Cross an application for each employee indicating the date that Benefits are to commence.

15.2 The Company shall notify Blue Cross of any changes to the records of covered Members on a monthly basis on or before the first day of the month to which any coverage change applies.

15.3 The Company shall submit the necessary payment to cover the cost of administrative services provided and to maintain the operating level of the account as required and determined by Blue Cross.

15.4 Blue Cross shall process each application for Coverage received from the Company, including the issuance of an Identification Certificate if required, with Benefits being provided to the Subscribers commencing on the date indicated by the Company.

15.5 Blue Cross shall maintain records reflecting each Member entitled to Benefits in accordance with the changes as reported by the Company.

15.6 Blue Cross shall process claims in the same manner as if Blue Cross were "on-the-risk" and in accordance with the provisions of the Benefit Plans as set out in this Agreement.

15.7 Blue Cross shall submit to the Company a monthly statement of claims paid on behalf of the Subscribers.

15.8 Blue Cross shall submit a monthly statement to the Company outlining the cost of claims, administrative charges and the adjustment necessary to maintain the operating level of the account as required.

15.9 Blue Cross shall provide the administrative services outlined above, in accordance with the following Schedule of Charges.

Schedule of Charges:

Dental Service Plan 4.5% of monthly claims paid
Vision Care Plan 6% of monthly claims paid

Charges for retro-active benefit improvements negotiated or instituted during the term of this Agreement shall be equal to the charge for processing the original claim.

An additional interest charge on monies due for weekly/monthly billings may be assessed at the prime interest rate should payment not be made within four (4) days of receipt of the Blue Cross billing.

15.10 Blue Cross shall give the Company one hundred and eighty (180) days notice of any change in the Schedule of Charges.

SECTION 20 - AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

20.1 **Definitions**

(a) **"Air Ambulance"** means an aircraft equipped with first aid equipment, oxygen and resuscitators, regularly used for transporting sick and injured persons.

(b) **"Ambulance"** means a ground vehicle containing first aid equipment, oxygen and resuscitators, regularly used for transporting sick and injured persons.

(c) **"Ambulance Service"** means transportation by Ambulance or Air Ambulance in accordance with the terms of this Agreement.

(d) **"Emergency Ambulance Service"** means Ambulance Service required because of and immediately following a serious accidental injury or sudden attack of serious illness.

(e) **"Hospital"** means an institution which meets all the following criteria:

1) It continuously provides 24 hours a day nursing service by or under the supervision of registered graduate nurses and is operated continuously with organized facilities for operative surgery; and

2) It is engaged primarily in providing medical care and treatment of sick or injured persons on an in-patient basis at the patient's expense and maintains diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of such persons by or under supervision of a staff of duly qualified Physicians who are acting on a visiting or consulting basis; but

3) It is not a tuberculosis hospital or sanatorium, a hospital or institution for the mentally ill, a nursing home, a home for the aged, an infirmary or other institution the purpose of which is the provision of custodial care.

(f) **"Non-Emergency Ambulance Service"** means Ambulance Service required by a non-ambulatory patient who because of injury or illness cannot be transported by any means other than an Ambulance, and such service is rendered upon the prior recommendation of the attending Physician.

(g) **"Participating Ambulance Operator"** means an Ambulance company or operator which has entered into a written Agreement with Blue Cross with respect to the provision of Ambulance Service.

(h) **"Physician"** means a duly qualified doctor of medicine licensed under the laws of the Province, State or Country where the services are rendered to practice medicine without restriction.

20.2 **Benefits**

Subject to the terms and conditions and the exclusions and limitations contained in this Agreement, the eligible expenses are the following charges for services and supplies required for the treatment of illness or injury.

(a) **Air Ambulance Service**

The amount payable toward the cost of emergency or non-emergency service shall be determined on the same basis as if the service had been rendered by ground ambulance service, but not exceeding the amount charged for the service.

(b) **Emergency Ambulance Service**

The cost of such service is covered from the place where accident or sickness occurs to the nearest Hospital where appropriate treatment can be provided. Services rendered by a Participating Ambulance Operator shall be paid in full by Blue Cross. In the event that the Ambulance Service was provided by a Non-Participating Ambulance Operator, the amount paid by Blue Cross shall be the charges that would have been assessed by a Participating Ambulance Operator, but not exceeding the actual amount charged for the service.

(c) **Hostel Care Benefit**

If a Subscriber because of sickness or injury requires treatment or diagnostic tests, on the recommendation of a Physician, at a Hospital in the Province of Manitoba located outside a 60 kilometer radius of the Subscriber's residence and if such Subscriber is placed in a recognized medical hostel associated with that Hospital, Blue Cross will pay for such accommodation at the Usual, Customary and Reasonable per diem rate in effect at that time.

(d) **Non-Emergency Ambulance Service**
The cost of such service shall be considered as an eligible expense provided that the patient has been transported by an Ambulance to the nearest Hospital where appropriate treatment could be provided, from Hospital to Hospital, or from Hospital to home, and that such transportation was on the prior recommendation of a Physician. Claims arising out of services rendered by a Non-Participating Ambulance Operator shall be settled on the basis of the charges that would have been assessed by a Participating Ambulance Operator, but not exceeding the actual amount charged for the service. This benefit includes transportation by a medical transfer service operator who has entered into an Agreement with Blue Cross subject to the amount payable for such service being limited to a $250.00 lifetime maximum.

(e) **Out-of-Province Benefit - Ambulance**
In the event that the Subscriber receives Emergency or Non-Emergency Ambulance Services wholly or partly outside his Province of residence, Blue Cross shall pay the charges for such services except that the maximum amount payable for any such Ambulance Service shall be limited to $250.00 per trip in Canadian funds.

(f) **Semi-Private Accommodation Benefit**
If the Subscriber because of sickness or injury is hospitalized upon the recommendation of a Physician and confined as an in-patient in a Hospital and receives semi-private accommodation, either in or outside of his Province of residence, Blue Cross shall pay the differential between the standard ward rate and the semi-private rate at the per diem rate in effect at that time in the Province of Manitoba.

20.3 **Exclusions and Limitations**

(a) If the Subscriber or Dependent is hospitalized prior to the Effective Date of his Coverage, he shall not be entitled to Benefits until the first of the month following thirty (30) days after discharge from the Hospital.

(b) Blue Cross is not responsible for the availability or provision of any of the services or supplies described in Section 20 hereof.

(c) Blue Cross is not responsible for any semi-private/private hospital room charges which, in the absence of this or similar coverage, would not be charged to the Subscriber.

SECTION 22 - VISION CARE PLAN

22.1 **Definitions**

(a) **"Contact Lenses"** means ophthalmic corrective lenses either glass or plastic, as prescribed by a Physician, Ophthalmologist or Optometrist.

(b) **"Eyeglasses"** means frames and/or lenses including contact lenses as defined in (a), (c), and (d).

(c) **"Frame"** means a standard eyeglass frame into which corrective Lenses are fitted.

(d) **"Lenses"** means ophthalmic corrective lenses, as prescribed by a Physician, Ophthalmologist or Optometrist to be fitted into a frame.

(e) **"Ophthalmologist"** means a duly qualified doctor of ophthalmology licensed to practice under the laws of the Province, State, or Country, where the services are rendered.

(f) **"Optometrist"** means a duly qualified doctor of optometry licensed to practice under the laws of the Province, State, or Country, where the services are rendered.

(g) **"Physician"** means a duly qualified doctor of medicine licensed under the laws of the Province, State or Country where the services are rendered to practice medicine without restriction.

22.2 **Benefits**

Subject to the terms and conditions and the exclusions and limitations contained in this Agreement, the eligible expenses are the Usual, Customary and Reasonable charges for the following services and supplies. The amount payable to each Subscriber is subject to the maximum and the Deductible and Co-insurance specified in Section 3 of this Agreement.

(a) Purchase or replacement of corrective eyeglasses or contact lenses which are prescribed as a result of an examination by a Physician, Ophthalmologist, or Optometrist.

(b) Repairs to existing eyeglasses which have been damaged.

(c) Laser eye surgery (including costs for foldable lens implants) when performed by an Ophthalmologist or Physician.

(d) Charges for the cost of one eye examination per Subscriber during any 24 consecutive month period, provided that no portion of the cost of the examination is eligible for payment under any legislative plan. To be eligible, the services must be rendered by a Physician, Ophthalmologist or Optometrist.

(e) A special benefit of up to $200.00 shall be payable once in any period of 24 consecutive months towards the cost of contact lenses prescribed for:

. severe corneal astigmatism
. severe corneal scarring
. keratoconus (conical cornea)
. aphakia

This special benefit shall be provided only if vision can be improved to at least the 20/40 level by contact lenses but cannot be improved to that level by ordinary lenses.

22.3 **Exclusions and Limitations**

(a) Eyeglasses must be purchased and repairs must be made for the sole use of the Subscriber or his Dependents. The certificate of coverage is not transferable.

(b) Charges for fitting of eyeglasses are not covered under the Agreement.

(c) Eligible expenses do not include and no benefits are payable for:

i) non-corrective sunglasses, photo sensitive, anti-reflected lenses or clip-ons.

ii) lenses which do not require a prescription from a Physician, Ophthalmologist or Optometrist.

iii) procedures determined by Blue Cross to be special or unusual, such as, but not limited to, orthoptics, vision training, subnormal vision aids, and aniseikonic lenses.

iv) charges for the completion of claim forms.

v) charges for eyeglasses purchased by a Subscriber not eligible under the frequency limitations of the Vision Care Plan as specified in Section 3 of this Agreement.

SECTION 24 - DENTAL SERVICE PLAN

24.1 **Definitions**

(a) **"Dentist"** means a Dental Surgeon licensed to practice dental surgery in the jurisdiction where such services were performed.

(b) **"Fee Schedule"** means the Fee Guide as approved and published by the Professional Dental Association in the jurisdiction where the treatment was rendered. For Manitoba: excluding the Manitoba Northern Fee Guide.

24.2 **Charges**

(a) The percentage of eligible charges to be paid by Blue Cross for services rendered shall be in accordance with the maximum specified in Section 3 of this Agreement.

(b) The payment of eligible expenses shall be based on the prevailing Fee Schedule, excluding the Manitoba Northern Fee Guide, or such other schedule as referenced in Section 3 of this Agreement.

24.3 **Conditions of Service**

(a) When a Subscriber changes or must be transferred from the care of one Dentist to that of another Dentist during the course of treatment or if more than one Dentist renders services for one dental procedure, the expenses considered eligible by Blue Cross shall not exceed an amount payable if the treatment had been rendered by one Dentist only.

(b) Blue Cross shall not be liable for the cost of dental treatment which commenced prior to the date of enrollment of the Subscriber covered hereunder.

(c) Every Subscriber shall authorize and permit any Dentist who has made a diagnosis or rendered treatment in connection with any dental disease or condition or whose service is sought from Blue Cross, to furnish to Blue Cross at any time upon the request of an authorized representative any and all information and all records or copies of records relating to the diagnosis, treatment, or service rendered to the Subscriber.

(d) Blue Cross shall not be liable for any dental treatment or service not specifically outlined herein as a benefit or for any private arrangement made between the Dentist and the Subscriber.

(e) Expenses for dental treatment or service shall be deemed to have been incurred on the date on which the care is rendered.

(f) In order to be considered eligible, the dental treatment rendered must be necessary for the maintenance of good dental health.

(g) Where an impression for a Denture has been taken before the employee terminates and the Denture is installed after the termination date, dental expenses in connection with this procedure and incurred within thirty (30) days after the termination are eligible.

24.4 **Benefits**

Subject to the terms and conditions and the exclusions and limitations contained in this Agreement, the dental procedures shall be considered as benefits to be considered as eligible expenses under each of the three categories as outlined unless otherwise specified by the Special Provisions in Section 3 of this Agreement. In order to be considered eligible, the dental services must have been completed and considered successful.

Description	Frequency Restrictions
PLAN B - BASIC SERVICES - Diagnostic Services	
Clinical Examination	Once every 3 calendar years
Oral Examination	Twice per calendar year, but not more than once in a 5-month period
Recall Oral Examination	Twice per calendar year, but not more than once in a 5-month period
Specific Oral Examination	
Emergency Examination	
Complete Series of X-rays	Once every 2 calendar years
Panoramic X-ray (Panorex)	Once every 2 calendar years - not allowed if taken on same day as complete series
Periapical X-rays	
Occlusal X-rays	
Bitewing X-rays	Twice per calendar year, but not more than once in a 5-month period
Cephalometric X-rays	Once every 2 calendar years
Pulp Vitality Tests	
Diagnostic Casts (Study Models)	
Preventive Services	
Polishing	Combination of 1 1/2 units of time for scaling and polishing – twice per calendar year, but not more than once in a 5-month period
Scaling	
Fluoride Treatment	Twice per calendar year, but not more than once in a 5-month period
Pit and Fissure Sealants	
Preventive Restorative Resin	
Discing	
Space Maintainers	
Restorative Services	
Caries Control	
Fillings	
Retentive Pins	
Veneer Applications	Once every 5 calendar years*
Stainless Steel Crowns (Caps)	
Preformed Acrylic Crowns (Caps)	
Repairs and Addition of teeth to Dentures	
Relining or Rebasing Dentures	Once every 3 calendar years
Tissue Conditioning	
Denture Adjustments	
Reset Teeth	
Simple Extractions	
Extractions Not Requiring Surgical Procedures	
Endodontic Services	
Pulpotomy	
Root Canal Therapy (Permanent Teeth 1 to 4 Canals)	Once per lifetime per tooth
Apexification	
Apicoectomy	
Retrofilling	
Root Amputation	
Alveolectomy	
Banding of Tooth to Sterilize	
Hemisection	
Emergency Pulpectomy	
Access through Crown into Root Canal	
Palliative Pulp Dressing	

Description	Frequency Restrictions
Periodontic Services	
Displacement Dressings	
Acute Oral Infections	
Desensitization	
Gingivoplasty Curettage	
Gingivoplasty	
Gingivectomy	
Flap Surgery	
Osseous Grafts	
Soft Tissue Grafts	
Post-Surgical Periodontal Treatment	
Periodontal Abscess or Pericoronitis	
Provisional Splinting	
Occlusal Equilibration	
Scaling	
Special Periodontal Appliance	
Reline of a Special Periodontal Appliance	
Oral Surgery	
Extraction Requiring Surgical Flap	
Extraction (Surgical) of Impacted Tooth	
Removal of Roots	
Surgical Exposure of Unerupted Tooth	
Enucleation of Unerupted Tooth	
Alveoloplasty	
Excision of Hyperplastic Tissue	
Removal of Torus (Palatinus or Mandibularis)	
Drainage of Abscess	
Frenectomy	
Post Surgical Care	
Emergency Treatment	
General Anesthesia (if done in a Dentist's office)	
Inhalation Technique (nitrous oxide and oxygen)	
Intravenous Sedation	
Intramuscular Injections Sedative Drugs	
Miscellaneous	
Consultation with Patient	
Drugs/Medication Dispensing	

Description	Frequency Restrictions
PLAN C – MAJOR RESTORATIVE – Intermediate Services	
Gold Foil Restorations (Fillings)	
Metal or Gold Inlays or Onlays	One per tooth every 5 calendar years
Retentive Pins for Inlays, Onlays, and Crowns	
Plastic or Acrylic Crowns (Caps)	
Crowns	One per tooth every 5 calendar years*
Prefabricated Post with Pin Reinforced Core	One per tooth every 5 calendar years
Metal Capping	One per tooth every 5 calendar years*
Crown Made to Clasp	
Post and Core	One per tooth every 5 calendar years
Amalgam Core – Pin - Reinforced	
Composite Core – Pin - Reinforced	
Recement Inlays or Crown	
Removal of Crown or Inlay	
Porcelain Repair	
Prosthodontic Services (Removable)	
Complete or Partial Upper or Lower Immediate or Over Denture	One every 5 calendar years
Partial Dentures (Acrylic)	
Transitional (Temporary) Complete Dentures	
Transitional (Temporary) Partial Dentures	
Cast Chrome Cobalt (or Gold) Partial Dentures	One every 5 calendar years
Prosthodontic Services - Fixed (Bridges)	
Metal Pontic	One per tooth every 5 calendar years*
Porcelain Fused to Metal Pontic	
Porcelain Pontic	
Removable Facing with Cast Backing	
Metal (Gold) Inlay or Onlay Retainer	
Acid Etch Abutment	
Replace Broken Facing	
Porcelain Repair	
Removal of Fixed Bridge	
Recementation of Fixed Bridge	
Abutment Preparation	
Acrylic Retainer (Crown) Temporary	
Acrylic Pontic Temporary	
Acrylic to Metal Retainer (Crown)	One per tooth every 5 calendar years*
Porcelain Retainer (Crown)	
Porcelain Fused to Metal Retainer (Crown)	
Metal (Gold) 3/4 Cast Retainer (Crown)	
Full Metal (Gold) Retainer (Crown)	
Splinting	
Retentive Pins for Retainers and Abutments	
Provisional (Temporary) Coverage	

Description	Frequency Restrictions
PLAN D – ORTHODONTICS	
Control and Modification of Harmful Habits by Appliance Therapy	
Space Regaining by Use of Appliance	
Crossbite Correction by Use of Appliance	
Dental Arch Expansion	
Closure of Diastemas	
Simple Alignment of Anterior Teeth	
Retention Appliances	
Observation and Adjustments	
Repairs	
Alterations of Appliances	
Recementations of Appliances	
Separation	
Ortho Diagnostic Casts (Study Models)	
Eruption of Teeth	
Myofunctional Therapy	
Motivation of Patient	

* Not more than one of these procedures per tooth every 5 calendar years.

24.5 **Exclusions and Limitations**

Blue Cross shall not pay or be required to pay for the following:

(1) Complete series of x-rays, panoramic and cephalometric x-rays more often than once every 2 calendar years.
(2) Complete clinical examinations more often than once every 3 calendar years.
(3) Application of fluoride, recall and oral examinations, and a combination of 1 1/2 units of polishing and/or scaling under Basic services more than twice in any calendar year, but not more than once in a 5-month period.
(4) Gold, crown, fixed bridge, veneers, or other extensive treatment when another material or procedure would have been a reasonable substitute consistent with generally accepted dental practice. Where a reasonable substitute was possible, the covered expense is that of the customary substitute.
(5) Orthodontic services unless the orthodontic option is included in the Agreement.
(6) Services purely cosmetic in nature, or for purely cosmetic reasons.
(7) Charges for broken appointments.
(8) Congenital malformations, e.g., cleft palate prosthesis.
(9) Charges for services rendered prior to the Effective Date of coverage.
(10) Services for Temporo-Mandibular Joint Dysfunction, including night guards.
(11) Charges for treatment other than by a Dentist, except for treatment performed in a dental office under the supervision and direction of a Dentist by a personnel duly licensed or certified to perform such treatment under applicable professional statutes and regulations.
(12) Separate charges for general anaesthesia except in connection with office procedures as specified in the Agreement.
(13) Inlays or onlays, more than one procedure per tooth every 5 calendar years.
(14) A crown, veneer or bridge, (including facing on crown or pontic) more than one procedure per tooth every 5 calendar years.
(15) Full dentures or partial dentures more than once every 5 calendar years.
(16) Fees arising out of extra services arranged for privately between the patient and the Dentist.
(17) Implants.
(18) Appliances which were lost, broken, or stolen.
(19) Charges for dental hygiene instruction, plaque control programs, nutritional counselling, or supervised fluoride brush-in (self-administered).
(20) Polishing restorations.
(21) Diagnostic photographs.
(22) Bleaching of teeth.
(23) Precision attachments.
(24) Provision for facilities in connection with general anaesthesia.
(25) Hypnosis and dental psychotherapy.
(26) Any procedure in connection with forensic dental.
(27) Charges for completion of claim forms.
(28) Relines or rebases more often than once every 3 calendar years.
(29) Root canal on a permanent tooth more than once per lifetime per tooth.
(30) Any procedures not specifically listed in this Agreement.
(31) Snoring/sleep apnea appliances.
(32) Bodily injury resulting directly or indirectly from riot, insurrection, war or service in the Armed Forces of any country in a state of war whether war is declared or not. However, for an eligible employee who is performing the normal duties of his occupation, and if he was not disregarding instructions the exclusion relating to riot, insurrection or war will not apply.