



# Health and Dental Plan for Substitute Teachers

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## AGREEMENT

BENEFIT SCHEDULE | TERMS AND PROVISIONS | DEFINITIONS



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In witness whereof,  
Manitoba Blue Cross has caused this  
*agreement* to be signed by:



**Benjamin Graham**  
President & Chief Executive Officer  
Manitoba Blue Cross



# HEALTH AND DENTAL PLAN FOR SUBSTITUTE TEACHERS

## The Agreement

**Please note:** italicized words have a specific meaning. Please refer to **Definitions** of this *agreement* to find the meaning of each italicized word.

All *benefits* contained within this *agreement* are underwritten by Manitoba Blue Cross unless otherwise stated.

This *agreement*, together with any *amendments*, constitutes the entire *agreement* between Manitoba Blue Cross and the *member*.

This *agreement*, and all dealings with this *agreement*, is restricted to the *member* and Manitoba Blue Cross.

This *agreement* is issued in consideration of the payment of *subscriptions* to Manitoba Blue Cross, directly by the *member*, pursuant to and in consideration of the *application* of the *member*.

## Benefit Effective Dates

All *benefits* as defined in this *agreement* become effective on the *agreement effective date*.

## BENEFIT SCHEDULE

Subject to the Terms and Provisions, availability and maximums of the *agreement*, *participants* will be entitled to eligible *benefits* provided by this Benefit Schedule.

### 1) Prescription Drug Benefits

Drugs or medicines that are eligible with Manitoba Pharmacare, *prescribed* by a *prescriber* and dispensed by a *pharmacist*.

Charges for the purchase of insulin and diabetic supplies whether *prescribed* or not. Diabetic supplies are limited to needles, syringes, lancets, blood letting devices, urine and blood glucose testing strips.

*Benefit maximum* is limited to the Pharmacare deductible per *benefit year*.

Drug *benefits* payable will be integrated with those provided by Pharmacare or any other government sponsored program.

80% to a *benefit maximum* of \$2,000 per *participant*

### 2) Health Benefits

Manitoba Blue Cross will pay the *usual, customary* and *reasonable* charges for the following *eligible expenses*, required for treatment of an *illness* or *injury*, for each *participant*. Payment is limited to the *reimbursement level*, *benefit maximum* and details specified in the *agreement*.

#### 2.1) Accidental Dental

Dental treatment by a *dentist* where as a result of *injury* (and not by an object wittingly or unwittingly placed in the mouth), where natural teeth have been damaged or a fractured or dislocated jaw requires setting. Dental treatment must commence within 90 days of the *accident* and the amount payable by Manitoba Blue Cross will be based on the *fee schedule*.

80% to a *benefit maximum* of \$1,500 per *accident*

#### 2.2) Ambulance

##### Ambulance

*Ambulance services* within Manitoba by a *participating ambulance operator*:

1. To the nearest *hospital* where appropriate treatment can be provided.
2. From *hospital* to home.

*Ambulance service* includes coverage for transportation by a medical transfer service operator who has entered into an agreement with Manitoba Blue Cross. Services by an ambulance company or medical transfer service that has not entered into an agreement with Manitoba Blue Cross, will be reimbursed up to the amount that would have been paid had the ambulance company or operator been a *participating ambulance operator*, but not exceeding the amount charged for the service.

Treat-No-Transport service by a *participating ambulance operator* is also covered.

100%\*; Medical Transfer Service \$500 every 5 years

\**usual, customary, and reasonable*

## Out-of-Province Ambulance

Ambulance services wholly or partly outside the province of Manitoba for which payment would be made by Manitoba Blue Cross for services provided:

1. To the nearest *hospital* where appropriate treatment can be provided.
2. Between *hospitals*.
3. From *hospital* to home.

100% to a *benefit maximum* of \$500 per trip

## Air Ambulance

Air ambulance service within Canada:

1. To the nearest *hospital* where appropriate treatment can be provided.
2. Between *hospitals*.
3. From *hospital* to home.

100% to \$5,000 maximum per trip; \$10,000 per *participant per benefit year*

## 2.3) Assisted Care

Assisted care services when *prescribed* by a *physician* or *nurse practitioner* during the 12 months following discharge from a *hospital* where the *participant* was hospitalized as an *in-patient*. *Benefit maximum* is limited to \$40 per day to a maximum of 14 days per *illness* or *injury*. *Eligible expenses* are those provided by persons regularly employed as a *health care aide*, *home care worker* or caregiver.

80% to a *benefit maximum* of \$40 per day for up to 14 days hospitalization

## 2.4) Cardiac Rehabilitation

Treatment rendered to cardiac patients under a recognized cardiac rehabilitation program where such treatments have been *prescribed* by a *physician* or *nurse practitioner* for rehabilitation after myocardial infarction, coronary bypass surgery, valve replacement or for the management of angina pectoris or other diagnosed cardiac disease.

80% to a \$500 lifetime maximum

## 2.5) Foot Orthotics

Custom-made foot orthotics, as defined by Manitoba Blue Cross, when *prescribed* by a *physician*, *physiotherapist*, *podiatrist* or *nurse practitioner*.

80% to a *benefit maximum* of \$100 per *participant per benefit year*

## 2.6) Hearing Aids

Coverage for the purchase or repair of hearing aids when *prescribed* by an *otologist* or *audiologist*. To be eligible, the services must be rendered by an *authorized Blue Cross provider*. Charges for regular maintenance, batteries or recharging devices are not *eligible expenses*.

80% to a *benefit maximum* of \$500 every 5 years

## 2.7) Hospital

### Semi-Private Room

Subject to availability, Manitoba Blue Cross will pay the difference between the charges for a public ward and a semi-private *hospital* room. Manitoba Blue Cross will pay for the preferred accommodation at the per diem rate in effect at that time in the province of Manitoba.

Manitoba Blue Cross will pay \$20 per day to a maximum of 30 days for each day hospitalized as an *in-patient* in a *hospital* inside the province of Manitoba when semi-private room accommodations are requested but not available.

### Hostel Accommodation

Manitoba Blue Cross will pay the per diem charge for hostel accommodation when *prescribed* by a *physician* or *nurse practitioner* for treatment or diagnostic testing at a *hospital* in the province of Manitoba located outside a 60 kilometer radius of the *participant's* residence and the *participant* is placed in a recognized medical hostel associated with that *hospital*.

100%; semi-private room to a *benefit maximum* of 30 days in any one *hospital per participant per benefit year*

## Hospital Exclusions

Manitoba Blue Cross shall not pay or be required to pay for:

1. Any *hospital* confinements commencing before the *agreement effective date* of the *participant's* coverage. Coverage in such cases shall commence 90 days after discharge from *hospital*.
2. Any *hospital* services or accommodation charges for a *participant* who has been designated as a *panelled patient*.
3. Any semi-private *hospital* room charges which, in the absence of this coverage, would not be charged to the *participant*.
4. Any *hospital* services or accommodation charges for chronic or custodial care.

## 2.8) Mastectomy Prostheses

Breast prostheses and surgical bras when *prescribed* by a *physician* or *nurse practitioner*.

80% to a combined *benefit maximum* of \$400 per single mastectomy and \$800 per double mastectomy per *participant* per *benefit year*

## 2.9) Medical Equipment

	80%
Blood Pressure Monitor	\$250 per <i>certificate</i> /5 years
Breathing Equipment & Oxygen	\$1,000/5 years
Compression Garments	\$400 per <i>benefit year</i>
Hospital Bed	\$1,000 lifetime
Medical Aids	\$400 per <i>benefit year</i>
Mobility Aids	Yes
Special Equipment	\$500/5 years
Walker	\$500/5 years
Wheelchair	\$1,000/10 years

- Blood Pressure Monitor, Breathing Equipment & Oxygen includes CPAP, Bi-PAP and sleep apnea appliances. Must be *prescribed* by a *physician*, *nurse practitioner* or *occupational therapist*.
- Compression Garments must be *prescribed* by a *physician* or *nurse practitioner*.
- Hospital Bed must be *prescribed* by a *physician*, *nurse practitioner* or *occupational therapist*.
- Medical Aids includes trusses, braces, lumbar-sacro supports, corsets, traction equipment and cervical collars. Must be *prescribed* by a *physician*, *nurse practitioner*, *occupational therapist*, *physiotherapist* or *athletic therapist*.
- Mobility Aids includes casts, canes, crutches and splints. Splints must be *prescribed* by a *physician*, *nurse practitioner*, *occupational therapist*, *physiotherapist* or *athletic therapist*.
- Special Equipment includes medical devices used to aid daily living. Must be *prescribed* by a *physician*, *nurse practitioner*, *occupational therapist*, *physiotherapist* or *athletic therapist*.
- Walker and Wheelchair must be *prescribed* by a *physician*, *nurse practitioner*, *occupational therapist* or *physiotherapist*.

## 2.10) Orthopedic Shoes

Orthopedic shoes custom-made from a mould, or stock shoes which are modified (excluding orthotics or insoles, removable or permanently affixed) to accommodate, relieve or remedy a mechanical foot defect or abnormality.

Orthopedic shoe modifications (excluding orthotics or insoles, removable or permanently affixed) to accommodate, relieve or remedy a mechanical foot defect or abnormality.

A prescription from a physician, nurse practitioner or podiatrist which includes a medical diagnosis and a detailed

description of the orthopedic shoe and modification(s) is required.

Boots, sandals or sport-specific footwear are not eligible.

80% to a *benefit maximum* of \$300 per participant per benefit year

## 2.11) Health Care Practitioner Services

### Health Care Practitioner I

	80% to a \$450 combined maximum
<i>Athletic Therapist</i>	\$35 per visit
<i>Clinical Psychologist</i>	\$50 per visit
<i>Chiropractor</i>	\$35 per visit
<i>Counsellor</i>	\$50 per visit
<i>Foot Care Nurse</i>	See Practitioner II
<i>Master of Social Work</i>	\$50 per visit
<i>Occupational Therapist</i>	\$35 per visit
<i>Physiotherapist</i>	\$35 per visit
<i>Podiatrist</i>	\$35 per visit

Health Care Practitioner I Services are provided to a combined *benefit maximum* per participant per benefit year. The services of an *occupational therapist* must be prescribed by a physician or nurse practitioner.

### Health Care Practitioner II

	80% to a \$300 combined maximum
<i>Acupuncturist</i>	\$35 per visit
<i>Foot Care Nurse</i>	\$25 per visit
<i>Homeopath</i>	\$35 per visit
<i>Massage Therapist</i>	\$35 per visit
<i>Naturopath</i>	\$35 per visit
<i>Nutritional Counsellor</i>	\$35 per visit
<i>Osteopath</i>	\$35 per visit

Health Care Practitioner II Services are provided to a combined *benefit maximum* per participant per benefit year. The services of a *massage therapist* or *nutritional counsellor* must be prescribed by a physician or nurse practitioner.

## 2.12) Private Duty Nursing

Private duty nursing care in a *hospital* by a *professional nurse* (not an employee of the *hospital*) where the services were *prescribed* by a *physician* or *nurse practitioner*.

Nursing visits in the home of the *participant*, by a *professional nurse*, during the 12 months immediately following discharge from *hospital* as an *in-patient*. The nursing service provided must be *prescribed* by a *physician* or *nurse practitioner* and be consistent with the diagnosis and treatment of the condition for which *in-patient hospital services* were rendered.

80% to a *benefit maximum* of \$3,500 per *participant* per *benefit year*

## 2.13) Prosthetics

### Artificial limbs and eyes

Purchase or replacement of standard functional artificial eyes and artificial limbs (excluding myoelectric controlled prostheses) required to restore form and function and which are *prescribed* by a *physician* or *nurse practitioner*. Repair and replacement does not require a *prescription*.

80%

## 2.14) Wigs

This *benefit* must be *prescribed* by a *physician* or *nurse practitioner*.

80% to \$1,000 every 10 years

## Health Benefits Exclusions

1. Manitoba Blue Cross shall not pay or be required to pay for *health benefits*, *prescription drug benefits* and *vision benefits* in excess of ten thousand (\$10,000) per *participant* each *benefit year* to a lifetime maximum of \$250,000 per *participant*.
2. When a *participant* reaches their lifetime maximum and is no longer eligible for coverage under this *agreement*, the *agreement* remains in force for all other *participants* covered hereunder if the appropriate *subscriptions* are paid.

## 3) Vision Benefits

Coverage for the purchase or repair of corrective eyeglasses (frames and lenses), replacement glasses, or contact lenses, which are *prescribed* as a result of an examination by a *physician*, ophthalmologist, or *optometrist*.

Laser eye surgery (including cost for foldable lens implants) when performed by an ophthalmologist or *physician*.

One eye examination per *participant* every 2 years provided that no portion of the cost of the examination is eligible for payment under any provincial plan. To be eligible, the services must be rendered by a *physician*, ophthalmologist or *optometrist*.

100% to a *benefit maximum* of \$150 per *participant* every 2 years

## Vision Benefits Exclusions

1. Manitoba Blue Cross shall not pay or be required to pay for non-corrective sunglasses, photo sensitive or anti-reflective lenses or clip-ons.

## 4) Dental Benefits

Reimbursement for *dental services* will be based on the *fee schedule*.

Preventative and restorative combined maximums are per *participant* per *benefit year*.

Preventative	80%
Preventative maximum	\$1,000 combined maximum with restorative

Restorative	50%
Restorative maximum	\$1,000 combined maximum with preventative

## 4.1) Preventative Dental Services

### Diagnostic

- Complete examinations; once every three *benefit years*.
- Oral or recall exam; twice per *benefit year*.
- Periapical x-rays.
- Complete series of x-rays; once every two *benefit years*.

- Bitewing x-rays; twice per *benefit year*.
- Cephalometric x-rays; once every two *benefit years*.
- Panorex x-rays; once every two *benefit years*.

### Preventive

- Polishing; one unit, twice per *benefit year*.
- Topical application of fluoride; up to two per *benefit year*.
- Space maintainers; except when used for orthodontic purposes.

### Extractions

- Uncomplicated procedures for the removal of teeth which are beyond restoration.

### Fillings

- Fillings; made of amalgam, silicates, plastics and synthetic porcelains.

### Dentures

- Repair of damaged dentures, addition of teeth to existing dentures or relining or rebasing of dentures; once every three *benefit years*.

### Endodontics

- The usual procedures required for pulpal therapy and root canal filling; once per lifetime per tooth for root canals.

### Periodontics

- The usual procedures for treatment of the diseases of the tissues and bones of supporting teeth.

### Oral Surgery

- Complicated surgical procedures performed in the *dentist's* office including post-operative care.

### Anesthesia

- General anesthesia or nitrous oxide analgesia administered in the *dentist's* office.

## 4.2) Restorative Dental Services

- Restorations (inlays and onlays); one every five *benefit years* (per tooth).
- Crowns, implants and bridges to rebuild and replace missing teeth; one every five *benefit years* (per tooth).
- Dentures; one set every five *benefit years*.

## Pre-treatment Authorization (all Dental Benefits)

If the cost of all treatments planned is expected to exceed \$500, Manitoba Blue Cross must approve work in advance. After listing the work planned, the *dentist* will submit the claim form, with supporting x-rays directly to Manitoba Blue Cross. A notice of assessment will be issued to the *member* and the *dentist*.

## Dental Exclusions

### Exclusions

Manitoba Blue Cross shall not pay or be required to pay for:

1. Gold, crown, fixed bridge, veneers, or other restorative 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.
2. Services purely cosmetic in nature, or for purely cosmetic reasons.
3. Any fees for failure to keep appointments, completion of insurance or claim forms, letters of expertise, court appearances, institutional calls and office visits.
4. Services with respect to congenital malformations, including but not limited to cleft palate, maxillary and mandibular malformations, enamel hypoplasia, fluorosis and anodontia.
5. Services rendered prior to the *agreement effective date* of coverage.
6. Services for temporomandibular joint dysfunction, including night guards.
7. Treatment other than by a *dentist/denturist/dental hygienist*, except for treatment performed in a dental office under the supervision and direction of a *dentist/denturist* by personnel licensed or certified to perform such treatment under applicable professional statutes and/or government regulations.
8. Separate charges for general anesthesia, except in connection with office procedures as specified in the *agreement*.
9. Fees arising out of extra services arranged for privately between the patient and the *dentist/denturist/dental hygienist*.
10. Appliances which were lost, broken or stolen.
11. Dental hygiene instruction, plaque control programs, nutritional counselling, or supervised fluoride brush-in (self-administered).
12. Polishing restorations.
13. Diagnostic photographs.
14. Bleaching of teeth.

15. Precision attachments.
16. Facility fee required in conjunction with the administration of anesthesia.
17. Hypnosis and dental psychotherapy.
18. Procedures in connection with forensic dentistry.
19. Procedures not specifically listed in this *agreement*.
20. Snoring/sleep apnea appliances.

## 5) Assistance Program

For confidential and professional direct treatment to deal with personal issues, the Assistance Program *benefit* provides the following:

- Marriage counselling
- Family counselling
- Stress counselling
- Alcohol abuse counselling
- Drug abuse counselling

six (6) sessions per calendar year per *certificate*

## 6) Travel Health Benefits

Travel Health *benefits* cover the *usual, customary, and reasonable hospital, medical and related eligible expenses* incurred following an unexpected, sudden or unforeseen *emergency illness or accident* outside of Manitoba in excess of the scheduled amount payable by the Government of Manitoba provincial insurance health care plan.

Prior to each eligible trip each participant is subject to a 90 day stability period for any *pre-existing* medical condition.

This benefit is limited to a maximum of \$5,000,000 per *participant* per incident.

outside of Manitoba but within Canada to any age  
outside of Canada up to age 75 to 60 days per eligible trip

### 6.1) Hospital / Medical Services

#### Child Care During Hospitalization

- Coverage for the services of a caregiver (other than an immediate *family member*) for covered *dependent(s)* under the age of 18 in the event a parent or legal guardian on the trip must be repatriated or hospitalized. The age limit is waived for *dependents* who are mentally or physically incapacitated.

#### Drugs or Medicines

- Drugs or medicines which are *prescribed* by a *prescriber* and dispensed by a *pharmacist*, excluding vitamins and vitamin preparations, over the counter drugs, or patent and proprietary medicines available without a written *prescription* from a *prescriber*.

#### Hospital In-patient Allowance

- An allowance of \$40 per day for each day the *participant* is hospitalized as an *in-patient* to a *benefit maximum* \$1,000.

#### Hospital Services

- *Hospital in-patient* and out-patient services and supplies provided by a licensed *hospital* excluding any charges not paid by or on behalf of the *participant*, or that the *participant* was otherwise entitled to be reimbursed for.
- Medical and surgical services by a *physician*.

## Medical Appliances

- Essential minor medical appliances such as casts, canes, crutches, splints, slings, etc. and/or temporary rental of a wheelchair when *prescribed* by the attending *physician*.

## Paramedical

- Physiotherapy when provided in a *hospital*.
- Services of a *chiropractor* and/or a *podiatrist*. A letter from the attending *physician* must be presented indicating treatment was for acute rather than chronic care.

## Private Duty Nursing

- Private duty nursing care during or immediately following hospitalization as an *in-patient*. The services must be provided by a *professional nurse* registered in the place where the service was provided. The services must have been recommended by the attending *physician* and the nurse must not be a *family member* of the patient.

## Replacement of Eyeglasses or Contact Lenses

- Repair or replacement of *prescription* eyeglasses or contact lens or lenses up to a *benefit maximum* of \$100 in the event of *injury* resulting in the loss or breakage of eyeglasses or loss or breakage of a contact lens or lenses. The *injury* must be treated by a *physician* or *dentist* for the charges to be eligible.

## Emergency Dental Care

- Dental care service to natural teeth when necessitated by a direct accidental blow to the mouth only, and not by an object wittingly or unwittingly placed in the mouth. Treatment must be rendered within 180 days following the date of the *accident* in order to be considered an *eligible expense*. *Benefit maximum* is \$3,000 per *accident*.
- Treatment for the *emergency* relief of dental pain to a *benefit maximum* of \$300. Services must be rendered outside of Manitoba. A letter from the attending *dentist* must be presented indicating treatment was necessary to relieve acute dental pain not present before *departure date*.

## Transportation Benefits

- Ambulance**

Ground *Ambulance* from the place of *illness* or *accident* to the nearest *hospital* capable of providing appropriate treatment.

- Board and Lodging**

Additional expenses incurred for board and lodging by a *family member* or friend remaining with a *participant* (patient) during their hospitalization as an *in-patient*. To be eligible for coverage, the *family member* or friend must be travelling with the *participant*. Return of the *participant* (patient) must be unavoidably delayed beyond the termination date of their *trip*. Only expenses incurred after the termination date of the *participant's* scheduled *trip* will be considered eligible.

- Emergency Remote Evacuation**

When a regular ground *ambulance* cannot be used, coverage for emergency evacuation from a mountain, body of water or other remote location by a commercial operator licensed to convey passengers to the nearest qualified medical facility capable of providing appropriate treatment to a *benefit maximum* of \$5,000 per *participant*.

- Medical Evacuation**

Subject to the discretion of Manitoba Blue Cross, medical evacuation by *air ambulance* to a *hospital* in Manitoba if the evacuation is not harmful to the patient's health. Prior approval must be obtained from Manitoba Blue Cross.

Additional cost, if any, of the most direct return (economy) air travel from the place where the *participant* was hospitalized as an *in-patient* to Manitoba, including the cost of return economy air travel for a *professional nurse* where nursing care is required during the flight home. This *benefit* must be supported by a letter from the attending *physician* as medically necessary. This coverage also applies to the family (*applicant, spouse, and dependents*) or one travelling companion who is covered by a Manitoba Blue Cross Travel Health Plan and is travelling with the patient at the time of *illness* or *accident*.

Economy air transportation by stretcher to Manitoba if the patient has received treatment at a *hospital* as an *in-patient*.

- Repatriation Benefit**

In the event of loss of life, up to \$7,500 towards the cost of transporting a deceased *participant* to Manitoba (including costs of preparation and standard transportation container), or up to \$5,000 for cremation or burial at place of death.

## Return of Dependent Children

Additional cost of return economy airfare for an escort to accompany the covered *dependents* (up to 18 years of age unless the *dependents* are mentally or physically incapacitated) to Manitoba in the event a *participant* has been evacuated by *air ambulance* to Manitoba for medical reasons.

## Return of Personal Items

Up to \$500 for the cost of returning a *participant's* luggage or personal items if the *participant* is returned to their departure point by *air ambulance* as a result of an *emergency*. This *benefit* also applies to the cost of returning the deceased's personal items to Manitoba.

## Return of Pet / Vet Charges

A combined maximum of up to \$500 per pet for:

- Commercial kennel or cost of returning an accompanying pet to the *participant's* home city in Manitoba in the event the *participant* is hospitalized as an *in-patient*.
- *Emergency* veterinary care due to an *injury* of accompanying pet.

## Return of Vehicle

- An allowance of up to \$4,000 towards the cost of the return of a private or rental *vehicle* used for the *trip*, to the *participant's* place of residence, or nearest rental agency, in the event the *participant* becomes *totally disabled* and is unable to drive the *vehicle*.
- If a *member's* private *vehicle* is rendered inoperable due to an *accident*, costs will be covered for a one-way economy airfare to return the *member* by the most direct route to Manitoba. (An official police report on the *accident* is required.)

## Transportation to Bedside / Identify Deceased

- Transportation to the bedside of a *participant* incurred by their *spouse* or any one *family member* to be with the *participant* who is confined in *hospital*, and will be an *in-patient* for at least three days outside of Manitoba. (If patient is a minor, the 3-day requirement is waived.) This *benefit* must be supported by the written verification of the attending *physician* that the *participant's* medical condition was serious enough to require the visit. Transportation will also be allowed for a *family member* travelling to identify a deceased *participant* prior to release of the body, if required by law. Coverage includes

round-trip economy airfare on a commercial flight via the most direct cost effective route from Manitoba to the place where the patient is hospitalized.

- Coverage for commercial accommodations and meals for a person travelling to the bedside or travelling to identify a deceased *family member* to a combined *benefit maximum* of \$200 per day to an overall *benefit maximum* of \$2,500.

## Travel Coverage Discount

Should your trip exceed the maximum travel days covered under this agreement, or if you are no longer eligible for Outside Canada benefits due to reaching age 75, all eligible participants on this Plan are entitled to a 10% discount on a Manitoba Blue Cross travel product for the full duration of the trip. To obtain the travel coverage discount, this agreement must be in effect at the time of purchase, and the participants must meet the eligibility requirements for the travel coverage purchased.

## 6.2) Travel Assistance

- The provision of 24-hour assistance for medical situations arising out of *emergency illness* or *accident* requiring hospitalization or medical treatment. Manitoba Blue Cross has appointed CanAssistance as the provider of all assistance and claims services under this policy. Manitoba Blue Cross shall not be responsible for the availability, quality or results of any medical treatment or the failure of the *participant* to obtain medical treatment.

## 6.3) Travel Benefit Eligibility

A *participant* is NOT eligible for travel *benefits* and Manitoba Blue Cross will not pay any *benefit*, or accept any liability:

1. If the *participant* has reached their 75th birthday and are enrolled in the plan as all travel *benefits* outside of Canada ends for the *participant* on the day of the month in which they turn 75 years of age.
2. For coverage outside of Canada beyond the 60 day trip limitation. Top-up insurance must be purchased for any trip outside of Canada prior to the 61st day of the trip.
3. For any medical condition or related condition if the purpose of your *trip* is to obtain or receive a diagnosis, medical treatment, surgery, investigation, palliative care, alternative therapy, as well as any directly or indirectly related complication even if the *trip* is on the recommendation of a *physician* or other medical professional.
4. For any medical condition for which it was reasonable, prior to departure, to expect treatment or hospitalization during your *trip*.

5. For any symptoms evident that it would be reasonable to expect you to investigate prior to departure.
6. For out of province expenses incurred for non-emergency surgery or diagnostic procedures, elective treatment, continuing care or follow-up treatment or complications related to any of these.
7. If a *participant* has booked travel or commenced travel contrary to medical advice or where a *participant's physician* or other medical professional has advised them not to travel.
8. If a *participant* has received a *terminal prognosis*.
9. If a *participant* was terminated from the *agreement* prior to travel.

## 6.4) Travel Benefit Exclusions and Limitations

Manitoba Blue Cross will not be required to pay any travel *benefits* or accept any liability for claims relating to:

1. Expenses incurred for any *pre-existing* medical condition that has not been *stable* for the 90 day period prior to an eligible trip.
2. The need for surgery, medication or treatment of a medical condition where the *participant* is currently on a medical wait list in Manitoba or Canada for that condition.
3. Any medical condition where, prior to travel, there was a recommended or scheduled medical investigation, testing or surgery whether the treatment has occurred or not.
4. Any treatment due to:
  - a) Charges associated with the confinement of the mother and newborn infant due to childbirth and delivery arising after the 31st week of gestation has ended.
  - b) Routine pre-natal and post-natal care.
  - c) Voluntary termination of pregnancy or resulting complications.
  - d) A pregnancy, if at any time, their medical history indicated that the pregnancy is at high risk for medical complications or there is a risk of premature birth.

In the event of unexpected, premature delivery arising up to and including the 31st week of gestation, the coverage terms of the *agreement* will extend medical, *hospital* and necessary transportation costs to include the premature infant.

5. Your medical emergency or related medical condition associated in any way with a published formal travel warning by the Canadian government to "Avoid all non-essential travel" or "Avoid all travel" advising Canadians not to travel to the country, region or city of your trip issued before your effective date and you have an emergency or medical condition related to the travel warning. To view the advisories, visit the Government of Canada travel site.

- Claims for an emergency or *medical condition* unrelated to the travel warning will be eligible.
6. Any hospitalization or services rendered in connection with general health examinations for check-up purposes; chronic or ongoing care; ongoing maintenance of an existing condition; medical attention that was anticipated prior to travel; elective services; rehabilitation or ongoing care in connection with drugs, alcohol or any other substance abuse; a rest cure or travel for health; any treatment which is *experimental* or *investigative* or recognized by the Government of Manitoba provincial insurance health plan as *experimental* or *investigative*; or for cosmetic purposes.
7. Expenses incurred outside Manitoba, when the *participant* could have returned to Manitoba without endangering his or her life or health, even if the treatment available in Manitoba could be of lesser quality than the treatment available outside of Manitoba or even if the *participant* must go on a waiting list for that treatment.
8. *Hospital* accommodation or *treatment* received in a *hospital* other than a general active treatment *hospital* such as a chronic care *hospital* or a chronic care unit of a public *hospital*, convalescent or nursing homes or health spas.
9. Any treatment due to:
  - a) Any *medical condition*, including symptoms of withdrawal arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during *your* trip.
  - b) Any medical condition arising during *your* trip from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
  - c) Use of non-prescribed drugs.
10. Any loss, fatal or nonfatal, which occurs while operating a motorized *vehicle* that is related to drugs, toxic substances or with a blood alcohol level in excess of the legal limit in the jurisdiction where the *accident* occurred.
11. Suicide, attempted suicide or self-inflicted *injury* of a *participant*.
12. Claims that result from *injury* incurred by a *participant* committing or attempting to commit a criminal offence or illegal act.
13. A medical expense that occurs while you are participating in any *extreme sport* or any activity involving a high level of risk, such as those indicated below, but not limited to hang gliding and paragliding; *climbing* or mountaineering; spelunking or caving; freestyle skiing; kite surfing; amateur scuba diving, unless you hold at least a basic scuba diving license from a certified school; any combat sport; any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities whether on approved tracks or elsewhere.

14. Any flight *accident* (including, but not limited to, light, ultralight or homebuilt aircraft, ballooning, hang-gliding, gliding) unless the *participant* is riding as a fare paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.
15. Participation in an insurrection, war or act of war (declared or not), the hostile action of the armed forces of any country, service in the armed forces, kidnapping, high jacking, terrorism, civil unrest, willing participation in any riot or public confrontation, civil commotion, or any other act of aggression.
16. Hospitalization if, in a medical *emergency*, the *participant*, or someone assisting the *participant*, did not call the Travel Assistance Service before hospitalization. The Travel Assistance Service will make the necessary arrangements in order to direct the *participant* to an appropriate clinic or *hospital*. Failure to contact the Travel Assistance Service, prior to hospitalization will result in medical expenses being denied unless it was not possible to make contact.

*participant's* pertinent medical records, information or payment from any *physician*, *dentist*, *hospital*, clinic related facility or other insurers to administer the terms of this *agreement*.

8. No *benefits* are payable for expenses incurred after the termination date of the travel *benefit*. In the event the *participant* is confined to *hospital* on the date of termination, coverage will be extended until the *participant* is medically fit to return to Manitoba.
9. Claims must be submitted to Manitoba Blue Cross within 12 months of the date of service.
10. Manitoba Blue Cross may request proof of departure and return upon receipt of a travel claim. Be prepared to provide a ticket of travel, fuel, restaurant or hotel receipts indicating the date of departure from and return to Manitoba.
11. It is the *participant's* responsibility to be able to prove their dates of travel are consistent with the terms of this *benefit*.

## 6.5) Travel Benefit Limitations of Liability

1. Manitoba Blue Cross, in consultation with the attending *physician* or the Travel Assistance Service medical advisor, reserves the right to transfer the *participant* to another *hospital* or to return the *participant* to Manitoba. Refusal to comply with the transfer request will void coverage for that *trip*, from that time forward and will absolve Manitoba Blue Cross of any further liability, whether that liability is related to the initial incident or not.
2. Any claim must be supported by receipts/invoices from commercial organizations.
3. Manitoba Blue Cross will cover *usual*, *customary* and *reasonable* charges for eligible *emergency* medical care expenses. Covered travel *benefits* shall be payable only on the submission of certification by the attending *physician* that services were for *emergency* treatment.
4. Only charges for *emergency* medical services incurred while the *participant* is outside Manitoba during the term of this *agreement*, will be eligible. Travel *benefits* become effective at the time of crossing either the Manitoba boundary or, if travelling by air, at the time the airplane departs from Manitoba. *Benefits* terminate at the Manitoba boundary or when the airplane arrives in Manitoba on the return home.
5. Outside of Manitoba, *hospital* and medical *benefits* covered under this *agreement* must have been provided at the nearest facility capable of providing adequate services at the time of the *illness* or *injury*.
6. Manitoba Blue Cross shall have the right to obtain medical information from the *participant's physician(s)* and may request an assessment by an independent *physician(s)* or specialist(s) to administer the terms of this *agreement*.
7. Manitoba Blue Cross has the authority to obtain the

## 6.6) Travel Benefit General Provisions

1. Manitoba Blue Cross will not be required to pay any *benefits* or accept any liability for any expenses of claims under this *agreement* relating to any of the following:
  - a) Expenses or services incurred by *participants* prior to the *agreement effective date* or after termination of coverage, or after this *agreement* is terminated.
  - b) *Benefits* that do not meet the definition of *eligible expenses*.
  - c) *Benefits* not listed in this *agreement*.
  - d) *Benefits* for a *participant* who no longer meets the eligibility requirements.
  - e) *Benefits* payable under any occupational health and safety board, workers' compensation, automobile insurance or other similar law or public plan.
  - f) Charges that would not have been incurred if no coverage existed.
  - g) Services, treatment or supplies that a *participant* receives without charge or that are reimbursed or provided under a government operated program under provincial or federal law.
  - h) Services obtained outside of Manitoba arising out of *illness* or *injury* for which the *participant* is not entitled to any benefits from the Government of Manitoba provincial insurance health plan.
  - i) Charges that are for cosmetic purposes, elective in nature, or *experimental* or *investigative*.
  - j) Charges for missed appointments or the completion of forms or medical certificates.
  - k) Charges for medical examinations or routine general check-ups.

- l) Services rendered or *prescribed* by a person who is ordinarily a resident in the patient's (*participant's*) home or who is a *family member* of the *participant*.
- m) Charges for mileage or delivery charges to or from *hospital* or *health care practitioner*.
2. No sum payable under this *agreement* shall carry interest.
  3. When a travel claims payment is made by Manitoba Blue Cross directly to the *member* or beneficiary, payment will be made in Canadian funds.
  4. These *benefits* shall be governed by and interpreted in accordance with the laws of the province of Manitoba.
  5. The coverage outlined in this *agreement* is last payor only. If, at the time of loss, you have insurance from another source, or if any other party is also responsible to pay for *benefits* also provided under this *agreement*, Manitoba Blue Cross will only pay *eligible expenses* in excess of those covered by that other insurance company or insurance companies or other responsible party or parties. This includes insurance plans provided through credit cards, third party liability, group or individual basic or extended health insurance plans or contracts including any private or provincial or territorial auto insurance plan, providing *hospital*, medical or therapeutic coverage or any third party liability insurance in force concurrently with this *agreement*.
  6. All coordination with employment plans follows CLHIA guidelines. In no case will the insurer seek to recover against employment plans if the maximum for all in-country and out-of-country *benefits* is \$50,000 or less.
  7. Payment of the total *benefits* by all insurers cannot exceed one hundred percent (100%) of the actual *eligible expense* which was incurred.
  8. If, in the event of loss, the *participant* shall acquire any right of action against any individual, firm or corporation for loss covered hereunder, the *participant* will, if requested by Manitoba Blue Cross, assign and transfer such claim or right of action to Manitoba Blue Cross to all such rights of action to the amount of any indemnity for loss paid by Manitoba Blue Cross. The *participant* will permit suit to be brought in the *participant's* name under the direction of Manitoba Blue Cross. The *participant* shall do nothing after a loss to prejudice such rights.
  9. If Manitoba Blue Cross pays *benefits* for a *participant* and a third party makes payment for those same *benefits*, the *participant* will owe Manitoba Blue Cross the amount previously paid by Manitoba Blue Cross.
  10. Every action or proceeding against an insurer for the recovery of insurance money payable under the *agreement* is absolutely barred unless commenced within the time set out in the Insurance Act.
  11. *Participants* are entitled to receive *benefits* provided under this *agreement*, subject to the conditions and limitations of this *agreement*, provided *subscription* rates are paid in advance.
  12. Manitoba Blue Cross reserves the right to conduct audits to determine all *participants* of this *agreement* have met eligibility requirements.
  13. This *agreement* and the *participants* coverage must be in force and in good standing at the time expenses are incurred by a *participant*.
  14. Liability under the travel *benefit* will not exceed \$5,000,000 CAD per *participant* per incident.
  15. Manitoba Blue Cross, upon making any payment or assuming liability for *benefits*, will be subrogated to all rights of recovery of the *participant* against any person or corporation and may bring action to enforce such rights. Any release from liability entered into by the *participant* prior to the loss will not affect the right of the *participant* and Manitoba Blue Cross to recover, where such recovery is permissible under provincial law or legislation.
  16. The coverage of a *participant* shall terminate automatically if he obtains, or attempts to obtain, or aids any person in obtaining or attempting to obtain, by fraud or false pretenses, any *benefit* hereunder and upon such termination the right of such *participant* to any *benefits* hereunder shall be forfeited.
  17. As a condition precedent to the providing of *benefits* under this *agreement*, Manitoba Blue Cross shall be entitled to receive from any service provider such information, records and copies of records as it may require in the administration of claims.
  18. Any notice required to be given hereunder shall be sufficiently given if delivered by hand, mailed by prepaid post to the last address shown on the records of Manitoba Blue Cross or, if applicable, by notice sent by electronic mail to the *member's* email account as shown on the records of Manitoba Blue Cross, including any notice directing such *member* to their mybluecross® account for further details.
  19. Manitoba Blue Cross will not be responsible or liable for the availability, quality or results of any service or for the failure of a *participant* to obtain such service.

## 7) Accidental Death and Dismemberment Benefits

(Underwritten by Blue Cross Life Insurance Company of Canada)

### 7.1) Schedule of Benefits

If a *participant*, while insured for this benefit, suffers an accidental loss as described in this section, Blue Cross Life Insurance Company of Canada will pay the amount of insurance specified for the loss.

In order to be covered by this *benefit*, all losses must result directly and independently of all other causes from bodily injuries suffered by accidental, external and violent means. Death caused by accidental drowning shall also be covered.

Death or loss must occur within 365 days after the *injury*.

The amount payable shall be the following percentage of the amount of Accidental Death and Dismemberment Insurance for which the *participant* is insured on the date of *injury*. The maximum amount payable for all losses sustained as a result of the same *accident* shall not exceed 100% of the amount of insurance.

If a *participant*, while insured for this *benefit*, suffers accidental loss of life as described above, Manitoba Blue Cross will pay:

a *benefit* of \$20,000 per *participant*

Loss of life.....	100%
Loss of, or loss of use of, both hands or both feet or entire sight in both eyes.....	100%
Loss of, or loss of use of, one hand and one foot .....	100%
Loss of, or loss of use of, one hand and entire sight in one eye .....	100%
Loss of, or loss of use of, one foot and entire sight in one eye .....	100%
Loss of, or loss of use of, one hand or one foot or entire sight in one eye.....	50%

"Loss of hand or foot" means complete severance at or above the wrist or ankle joint. Severance is defined as the permanent and complete detachment of the affected area.

"Loss of entire sight" means that it is total and irrecoverable. Loss of entire sight is also deemed to have occurred if sight cannot be restored to better than 20/200 vision by surgical or other means (i.e. Eyeglasses), within 12 months following the date of the *accident*.

"Loss of use" means the total and irrecoverable loss of use for 12 continuous months after which the *benefit* is payable, provided the loss of use is determined to be permanent.

If a *participant* suffers more than one such loss as a result of any one *accident*, payment will be made only for that loss for which the largest *benefit* is specified. Upon the occurrence of any one of the above losses, all coverage for that person shall immediately cease, except as respecting such loss or subsequent losses directly resulting from the same *accident*. In no event shall the maximum amount payable under this *agreement* for all losses of the *participant* exceed 100% of the maximum amount of insurance.

## 7.2) Exposure and Disappearance

If, due to an *accident*, a *participant* insured hereunder is unavoidably exposed to the elements and if, as a result of such exposure and within 365 days after the date of the *accident*, such person suffers a loss for which *benefits* would

otherwise have been payable hereunder, such loss will be covered by this *benefit* provision.

When due to the accidental wrecking, sinking or disappearance of a conveyance in which an insured person is riding, such person disappears and if his body is not found within 365 days after the date of such wrecking, sinking or disappearance, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this *benefit* provision, that the insured person suffered loss of life as a result of *injury*.

## 7.3) Termination of Insurance

Coverage for a *dependent* or *spouse* will cease when no longer a *dependent* or *spouse* under the terms of the *agreement*, or when the *member* is no longer covered for this *benefit* under the *agreement* or upon termination of the entire *agreement*.

## 7.4) Payment of Insurance

Any *benefit* payable under this coverage will be paid to the *member*, if living, otherwise to the beneficiary as designated under this *agreement*, or to the estate of the *member* if no beneficiary has been designated under this *agreement*.

## 7.5) Accidental Death Exclusions

Manitoba Blue Cross will not be required to pay for *accidental death benefits* for accidental loss of life caused directly or indirectly, wholly or in part by one or more of the following:

1. Intentionally self-inflicted injuries, suicide or attempted suicide.
2. Participating in or engaging in any criminal activity, regardless of whether charges are laid or a conviction obtained.
3. An insurrection, war (declared or not), the hostile action of the armed forces of any country or participation in any riot or civil commotion.
4. Operating a *vehicle* with a blood alcohol level in excess of the legal limit in the jurisdiction where the *accident* occurred. *Vehicle* means any form of transportation which is drawn, propelled or driven by any means and includes, but is not restricted to an automobile, truck, motorcycle, moped, bicycle, snowmobile, boat or all-terrain vehicle.
5. *Illness* or disease of any kind, or medical or surgical treatment, other than septic infection cause through a wound accidentally sustained.
6. Travel or flight in, or descent from any kind of aircraft if the *participant*:
  - Is a member of the aircraft crew.
  - Has any duties relating to the operation, maintenance, testing or control of the aircraft.
  - Is on the aircraft for the purpose of instruction or training.

# TERMS AND PROVISIONS

## 8) Standard Terms

### 8.1) Eligibility

1. All *participants* under the same Manitoba Blue Cross Plan must meet the eligibility requirements of this *agreement* to be covered.
2. To be eligible for coverage under this *agreement*, each *participant* must be a resident of Manitoba and be registered with and entitled to benefits through the Government of Manitoba provincial insurance health plan. All *participants* covered must maintain coverage with the Government of Manitoba provincial insurance health plan as a condition of the *agreement*.
3. The *member* must complete an *application* for *benefits* in accordance with their true family status and list all *dependents* as defined.
4. All *participants* must apply for the same coverage.
5. The children of the *member* who have been enrolled hereunder as *dependents*, upon attainment of 21 years of age or at the time of marriage or attainment of age 25 for a full-time student, whichever may first occur, or, in the event of divorce/separation of a *member* and *spouse*, the *dependent* children or the divorced/separated *spouse* of the *member*, may apply for continuation of coverage with Manitoba Blue Cross. Such request must be made to Manitoba Blue Cross within 30 days from the date on which the change of status occurs. *Subscriptions* will be established in accordance with the coverage selected to which the *dependent* and *spouse* become eligible for transfer in accordance with the prevailing regulations of Manitoba Blue Cross.

### 8.2) Medical Records

As a condition of this *agreement*, Manitoba Blue Cross has the right to request and obtain information, records or copies of records from within Manitoba Blue Cross, an *authorized Blue Cross provider* or any other party that diagnosed, treated, attended or rendered service to any *participant*.

The right of Manitoba Blue Cross to medical records of a *participant* applies to those cases where the information is required to assess the *application* and administer claims arising under this *agreement*.

Manitoba Blue Cross will hold confidential all materials, records and information obtained from an *authorized Blue Cross provider* or any other party, and will not reveal information to any person or company without the authorization of the *participant* except:

- a) When required by law.
- b) To provide statistical information of a general nature.
- c) When required for claim abuse investigation purposes.
- d) To obtain or release information required to enforce this *agreement*.

### 8.3) Identification Cards

Manitoba Blue Cross will issue identification cards following approval of the *member's application* and payment of the applicable *subscription* rates.

### 8.4) Additions and Deletions

1. The *member* must notify Manitoba Blue Cross within 30 days of change to his or her own family status under this *agreement* resulting from marriage, divorce, separation, termination of conjugal relationship, death, change of residence, birth or legal adoption.
2. The *member* must notify Manitoba Blue Cross within 30 days of obtaining other coverage, other coverage changes and termination of other coverage.
3. A *member* may add a new eligible *spouse* or *dependent(s)* by submitting a written *application*. The *application* must be reviewed and accepted by Manitoba Blue Cross. Upon approval, coverage will become effective on a date determined by Manitoba Blue Cross.
4. The *member* may request coverage for newborn *dependents*, only when the request for coverage,

including the newborn *dependent* information, is received in writing by Manitoba Blue Cross within 30 days of the date of birth. Upon approval, coverage will become effective on a date as determined by Manitoba Blue Cross.

5. The *member* must submit a written *application* for *dependents* more than 30 days old. All *family members* under the same Manitoba Blue Cross Plan must meet the eligibility requirements of the *agreement* to be covered.
6. A *member* must submit all required documentation, as determined by Manitoba Blue Cross, along with a written request for termination of coverage for a *spouse* and *dependent* no longer meeting eligibility requirements. Upon approval, coverage will terminate on a date determined by Manitoba Blue Cross.
7. Failure on the part of the *member* to notify Manitoba Blue Cross of a change in the *member's* family status shall relieve Manitoba Blue Cross of any liability to refund *subscriptions* already applied towards coverage.

## 8.5) Payment / Billing

*Subscription* rates must be paid by pre-authorized payment. The *member* agrees to ensure sufficient funds will be available for Manitoba Blue Cross on the date specified by Manitoba Blue Cross for an automatic monthly withdrawal from a bank account, authorized by the *member* following the *agreement effective date*.

Manitoba Blue Cross may amend the initial *subscription* rates on approval of the *application*. Annual *subscription* rate adjustments based on this *agreement anniversary date* will be effective following 30 days prior written notice to the *member*.

Payment of adjusted *subscription* rates will constitute acceptance of the *amendment* by the *member*.

Any increase or decrease in *subscription* rates will become effective the first day of the following month, to which a change applies.

Manitoba Blue Cross may terminate coverage for non-payment or charge an administration fee for non-payment.

Manitoba Blue Cross is not responsible for any payment or non-payment expense or administration fee incurred by the *member* in relation to the *agreement*.

## 8.6) Right to Audit

Manitoba Blue Cross has the right, at any time, to inspect or audit the claim records of the *participant* in relation to a claim for *benefits*. This right to inspect or audit applies to records held by Manitoba Blue Cross or in the files of *authorized Blue Cross providers* and may be exercised by Manitoba Blue Cross or by a third party on Manitoba Blue Cross's behalf.

Where, as a result of review of the information and records, Manitoba Blue Cross determines that a claim submitted was not an *eligible expense*; or Manitoba Blue Cross is refused access to the information and records, Manitoba Blue Cross may, at Manitoba Blue Cross's discretion, refuse to pay the claim and any future claims in respect of either that *participant*, that *authorized Blue Cross provider*, or both.

## 8.7) Termination or Suspension of Benefit Payments

Manitoba Blue Cross may, without prior notice, immediately suspend or terminate coverage of a *participant* in any of the following circumstances:

- The discovery of a claims discrepancy or the initiation of a claim abuse investigation.
- The filing of criminal charges or initiation of disciplinary action against the *participant* by Manitoba Blue Cross; or if a *participant* assists a person to obtain, or attempt to obtain, *benefits* under this *agreement* which such person is not eligible.
- Assists or knowingly participates in any act with an *authorized Blue Cross provider* that has the purpose or effect of enabling the *authorized Blue Cross provider* or a *participant* to submit false, misleading or fraudulent claims.
- Makes any false statements, knowingly provides false information or withholds material information to obtain *benefits* for which he or she is not eligible.

Manitoba Blue Cross also has the right to suspend or deny payment of a claim for any services or supplies *prescribed*, rendered or dispensed by an *authorized Blue Cross provider* who is under investigation by a regulatory body or by Manitoba Blue Cross or who has been charged with an offence in regards to the *authorized Blue Cross provider's* conduct or practice.

## 8.8) Recovery of Overpaid Amounts

If any *benefit* under this *agreement* is obtained by or for any person who is not entitled to the *benefit*, any monies paid by Manitoba Blue Cross for that *benefit* will be a debt due by the *member* to Manitoba Blue Cross. When submitting claims to Manitoba Blue Cross, it is the *member's* responsibility to ensure the services being claimed have been received by eligible *participants* under this *agreement*.

## 8.9) Subrogation

Manitoba Blue Cross, upon making any payment or assuming liability for *benefits*, will be subrogated to all of the *member's* rights of recovery against any third party that may be responsible for such payment and may bring action to enforce such rights. Any release from liability or compromise settlement entered into by the *member* and the third party will not affect the *member's* and Manitoba Blue Cross's right to recover, where such recovery is permissible under provincial law or legislation. If the *member* does not assert their rights against the third party, the *member* agrees, where permitted by law, to assign all of their legal rights against the third party to Manitoba Blue Cross.

Where the net amount recovered, whether by action or settlement, is not sufficient to provide complete reimbursement of the loss or damages, after deduction of the cost of recovery, the amount recovered will be divided between Manitoba Blue Cross and the *member* in the proportion in which the loss is borne by each.

If Manitoba Blue Cross pays *benefits* to the *member* and a third party makes payment for those same *benefits*, the *member* will owe the amount previously paid by Manitoba Blue Cross.

## 8.10) Termination of Agreement

Termination of the *agreement* is restricted to the terms as stated in these standard terms and as indicated below.

1. The *member* or Manitoba Blue Cross has the right to terminate this *agreement* at the end of any month. Upon receipt of signed, written notice, this *agreement* will be terminated the last day of the following month. Manitoba Blue Cross will not backdate or approve retroactive termination dates. It is the responsibility of the *member* to notify Manitoba Blue Cross, in writing, of their intent to cancel this Plan.
2. Non-payment of *subscription* rates will result in *benefits* ceasing at midnight on the last day of the period for which *subscription* rates have been paid

and accepted by Manitoba Blue Cross. No *participant* will have any further *benefits*, rights or privileges under this *agreement*, notwithstanding the terms of a specific *agreement* provision.

3. *Spouse* or *dependents* no longer meeting eligibility guidelines and terminating from a Manitoba Blue Cross Plan *agreement*, will have 30 days from the Plan termination date to apply for equivalent *benefits* under a separate agreement.
4. A request for termination of this *agreement* as a result of duplicate coverage will be effective at the end of the month in which written notification is received.
5. Termination of this *agreement* due to non-payment of *subscription* rates will result in the terminated *member* not being eligible to reapply for coverage.
6. *Participants* terminating from the *agreement* to enroll on a group program can reapply for a new Plan *agreement* at any time. Manitoba Blue Cross will require proof of uninterrupted coverage on the group program accompanied with a written *application*.
7. Signs of or changes to an *injury*, sickness or medical condition that first appeared prior to the *agreement* *effective date* which were required but not fully disclosed, will result in immediate termination of this *agreement*.
8. Coverage will cease at the end of the month in which the *participant* becomes ineligible as per this *agreement*.
9. Manitoba Blue Cross will only refund *subscription* rates paid for coverage following the termination date of this *agreement*.

## 8.11) Policy Evaluation Period

If the *member* is not satisfied with this *agreement*, it may be returned to Manitoba Blue Cross for termination within 20 days of receipt and all *subscription* rates paid will be refunded unless a claim has been paid.

## 8.12) Reinstatement

Manitoba Blue Cross may, **at its sole discretion and upon written application from the terminating member**, reinstate coverage that was terminated under the terms of this *agreement*, but only under such conditions and upon payment by the terminated *member* of charges determined by Manitoba Blue Cross.

Acceptance by Manitoba Blue Cross of any payment of the applicable *subscription* rates, after the termination of coverage, will not reinstate the coverage until Manitoba Blue Cross has agreed in writing to reinstate it.

## 9) General Provisions

1. This *agreement* and the *participant's* coverage must be in force and in good standing at the time *eligible expenses* are incurred by a *participant* following any served applicable *waiting periods*.
2. Manitoba Blue Cross may adopt rules and regulations that will assist in providing *benefits* under this *agreement*. These rules and regulations are available to *members*, for reference and discussion, during regular business hours at the head office of Manitoba Blue Cross. These rules and regulations will be binding for all parties to this *agreement*.
3. It is the responsibility of the *member* to advise Manitoba Blue Cross, in writing, of any change in address or telephone number. Manitoba Blue Cross is not responsible for any correspondence that is not received by the *member*.
4. This *agreement* is made in accordance with the laws of the province of Manitoba.
5. The invalidity of any provision of this *agreement* will not affect any other provision, but this *agreement* will be construed as if the invalid provision were omitted, unless the invalid provision is an essential term of this *agreement*.
6. It is understood this *agreement* embodies the entire *agreement* of all parties with regard to the matters dealt with herein; no understanding or agreements, verbal or otherwise, exist between the parties except as expressed in this *agreement* and any *amendments* to this *agreement*.
7. Words in the singular include the plural and words in the plural include the singular.
8. The *member* or his or her agent, or a beneficiary entitled to make a claim or his or her agent shall:
  - a) Give written notice to Manitoba Blue Cross by delivery thereof, or by sending it by registered mail to Manitoba Blue Cross.
  - b) Within 90 days from the date of the service for which the claim is made, furnish to Manitoba Blue Cross such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or *illness* and the loss occasioned thereby, and if so required by Manitoba Blue Cross furnish a certificate as to the cause and nature of the *accident* or *illness* for which the claim is made.
9. The failure of any party at any time to require performance by the other party of any provision listed in this *agreement* will in no way affect the right afterward to enforce these provisions. No waiver by either party of any breach of any covenant, condition or proviso listed will be taken or held to be a waiver of any further breach of the same covenant, condition or proviso.

10. There is no coverage and Manitoba Blue Cross is not at risk until the *agreement effective date* and the initial *subscription rates* are accepted. Payment of *subscription rates*, after an *amendment* is made to this *agreement*, constitutes acceptance of the amended *agreement*.
11. Manitoba Blue Cross may amend the provisions of this *agreement* with 30 days written notice to the *member*. Mailing this notice to the *member* will constitute notice of *amendment* of this *agreement*.
12. Unless otherwise stated in the *agreement*, all *benefits* are underwritten by Manitoba Blue Cross.
13. Headings used throughout this *agreement* are for convenience purposes only.
14. Services and *benefits* under this *agreement* are personal to the *participant* and are in no way assignable, except to an *authorized Blue Cross provider* when agreed upon by Manitoba Blue Cross and the *member*.

## 10) Claims

### 10.1) Claims Submission

1. In order to obtain reimbursement of *eligible expenses* that cannot be submitted directly by the *authorized Blue Cross provider* of service or through mybluecross®, the *member* must fully complete a claim form approved and supplied by Manitoba Blue Cross. The *member* must submit the original paid receipt(s) obtained from the *authorized Blue Cross provider* of service, in support of the amount claimed for reimbursement.
2. An *eligible expense* for which a claim is made is considered to have been incurred on the date the *participant* received the service.
3. Manitoba Blue Cross shall furnish forms for proof of claim within 15 days after receiving notice of claim but where the claimant has not received the forms within that time he or she may submit his or her proof of claim in the form of a written statement of the happening and character of the *accident* or *illness* giving rise to the claim and of the extent of loss.

All monies payable under this *agreement* shall be paid by Manitoba Blue Cross within 60 days after it has received proof of claim, providing that liability can be established in that period.

Claims must be submitted within 24 months (12 months for Travel Health Benefits) of the date the *eligible expense* is incurred. Manitoba Blue Cross will not be liable for any claims received more than 24 months after the date the *eligible expense* was incurred.

## 10.2) Travel Claims Submission

### For expenses incurred in Canada:

Contact the travel assistance provider toll free at 1.866.601.2583 prior to commencement of treatment. Failure to do so may invalidate the claim.

Immediately upon your return, present your original receipts/invoices to Manitoba Health or your provincial health plan if not a Manitoba resident.

Upon receipt of payment from Manitoba Health or your provincial health plan, submit a copy of your receipts and your statement of payment directly to CanAssistance, our travel assistance provider, at [canassistance.com](http://canassistance.com), along with a completed travel insurance claim form (available online at [mb.bluecross.ca](http://mb.bluecross.ca)).

### For expenses incurred outside of Canada:

Contact the travel assistance provider toll free at 1.866.601.2583 (in the United States) or call collect 204.775.2583 (country code may be required) prior to commencement of treatment. Failure to do so may invalidate the claim.

Immediately upon your return to Canada, submit a completed Travel Insurance claim form (available online at [mb.bluecross.ca](http://mb.bluecross.ca)), proof of travel dates, and receipts/invoices for any paid expenses to CanAssistance, our emergency travel assistance provider, at [canassistance.com](http://canassistance.com).

You can also submit your claim by mail to CanAssistance.

For Manitoba residents, CanAssistance will coordinate payment with Manitoba Health. For non-Manitoba residents, please contact CanAssistance at 1.866.601.2583 (toll free) for additional claim procedures.

Claims must be submitted within 12 months of the date the *eligible expense* is incurred. Manitoba Blue Cross will not be liable for any claims received more than 12 months after the date the eligible expense was incurred.

You can submit your claims by mail to CanAssistance at:

**CanAssistance Travel Claims  
Box 3888, Station B  
Montreal, Quebec H3B 3L7**

## 10.3) Payment of Claims

1. Unless otherwise indicated in the *agreement*, all payments for *eligible expenses* will be reimbursed to the *member*.
2. No sum under this *agreement* shall carry interest.
3. *Eligible expenses* will be payable in Canadian funds and where applicable at the conversion rate in force when the claim was incurred.

## 11) Coordination of Benefits

After the *benefits* available or recoverable under any government or legislative plans have been determined, the excess *benefits* of this plan will be coordinated with those of other contracts or plans if the *participant* is covered for similar *benefits* simultaneously under any other such plan.

- a) If any other plan does not contain a provision for coordination with or reduction of *benefits* payable under this *agreement*, the *benefits* payable under such other plan shall be determined first.
- b) If any other plan does contain a provision for coordination with or reduction of *benefits* payable under this *agreement*, the *benefits* of such plan shall be coordinated with the *benefits* under this *agreement*.
- c) If coordinating *benefits* under an individual plan and an employer group plan, the individual plan may be considered second payor.

Priority shall be attributed to the plan under which the person is eligible to receive the *benefits* in the following order:

### Employees/Members

1. The plan where the person is covered as a *member*.
2. 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 person is covered as a *member* of an individual plan.

### Dependents

#### Spouse

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

#### Dependent Children

4. The plan of the parent with the earlier birthdate (month/day) in the calendar year.
5. The plan of the parent whose first name begins with the earlier letter in the alphabet, if the parents have the same birthdate.
6. In single custody situations, the following order applies:
  - i) The plan of the parent with custody of the child.
  - ii) The plan of the spouse of the parent in i) above.
  - iii) The plan of the parent not having custody of the child.
  - iv) The plan of the spouse of the parent in iii) above.

In joint custody situations, the following order applies:

- i) The plan of the parent with the earliest month and day of birth.
  - ii) The plan of the other parent.
  - iii) The plan of the spouse of the parent with the earliest month and day of birth.
  - iv) The plan of the spouse of the other parent.
7. The above rules, 1 to 6, 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.

## 12) Privacy

Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada have always been, and will continue to be, committed to protecting your privacy and ensuring your personal information remains confidential. We are compliant with the **Personal Information Protection and Electronic Documents Act (PIPEDA)**.

Applying for coverage, enrolling in a plan or claiming *benefits* indicates your consent with our privacy policies.

For detailed information regarding the practices of Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada regarding the collection, use, retention and disclosure of your personal information and your right to access information, please contact our office at 204.775.0151 or visit our website at [mb.bluecross.ca](http://mb.bluecross.ca)

## DEFINITIONS

**Accident:** means an event due to external, violent, sudden, unexpected causes being beyond the *participant's* control.

**Accidental Death:** means loss of life which is not due to *illness*, but is due to external, sudden, unexpected causes beyond the *participant's* control.

**Agreement:** means the Blue Choice Plan *application*, this document along with the following if applicable: Exclusion Agreement, Plan Transfers, Conversion of Blue Choice Plan to any other Individual Health Plan and *Amendments*.

**Agreement Anniversary Date:** means consecutive 12-month periods following the original *agreement effective date*.

**Agreement Effective Date:** means the date this *agreement* becomes effective as established by Manitoba Blue Cross subject to the *waiting period* and the section on Hospital Exclusions.

**Air Ambulance:** means an aircraft equipped with first aid equipment, oxygen and resuscitators regularly used for transporting sick or injured persons.

**Ambulance:** means a ground vehicle equipped with first aid equipment, oxygen and resuscitators regularly used for transporting sick or injured persons.

**Ambulance Service:** means *emergency* transportation by *ambulance* or *air ambulance*. Includes non-emergency *ambulance service* or medical transfer of a non-ambulatory patient who cannot be transported by any means other than *ambulance* on recommendation of an attending *physician*.

**Amendment:** means any written change to this *agreement* signed by an authorized representative of Manitoba Blue Cross.

**Applicant:** means the person who has applied for and been accepted by Manitoba Blue Cross under this *agreement* and who continues to meet all eligibility requirements.

**Application:** means the original and any subsequent *application* completed (online or in writing) submitted by the *applicant* seeking coverage under this *agreement*.

**Audiologist:** means a person licensed under government legislation where the services are rendered to practice audiology without restriction.

**Authorized Blue Cross Provider:** means a provider of services whose qualifications meet the criteria established by Manitoba Blue Cross, whose services have been deemed eligible by Manitoba Blue Cross, and who has been issued a provider number.

**Benefit:** means a product or service covered within the *benefit* schedule of this *agreement*.

**Benefit Maximum:** means the maximum amount that will be paid per *participant* for a particular *benefit* in this *agreement*.

**Benefit Year:** means consecutive 12-month periods commencing on the *agreement effective date*.

**Certificate:** means the arrangement associated to a *member*, eligible *dependents* and *spouse* describing their enrollment and coverage within Manitoba Blue Cross.

**Dental Hygienist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice dental hygiene without restriction.

**Dental Services:** means *professional* dental treatment provided by a *dentist*, *denturist*, *dental hygienist* or anesthesiologist subject to the restrictions and limitations of this *agreement*.

**Dentist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice dentistry or dental surgery without restriction.

**Denturist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice denturism without restriction.

**Departure Date:** means the date the *participant* leaves Manitoba.

**Dependent:** means an unmarried child of a *member*, who is under 21 years of age and dependent for support on the *member*, and an unmarried child under the age of 25 who is a full-time student at an accredited educational institution, college or university.

The following will be considered children of the *member*:

- i. Natural children
- ii. Legally adopted children
- iii. Stepchildren
- iv. The children of the person with whom the *participant* is living in a conjugal relationship, provided such children are living with the *participant*.

The age restriction does not apply to a physically or mentally incapacitated child who had this condition prior to the attainment of age 21. Unmarried, unemployed children who become *totally disabled* while attending an accredited educational institution, college, or university on a full-time basis prior to attaining age 25 shall also qualify as a *dependent*.

**Eligible Expenses:** means the *usual*, *customary* and *reasonable* charges incurred by a *participant* and payable by Manitoba Blue Cross in accordance with the provisions of this *agreement*.

**Emergency:** means an unforeseen *accident* or *illness* that requires medical treatment of an immediate nature.

**Experimental or Investigative:** means any treatment, procedure, facility, equipment, drug, drug usage or vitamin therapy that, in the opinion of Manitoba Blue Cross after consultation with its health care consultants is either:

- Not medically necessary.
- Lacking sufficient published data to establish its medical effectiveness or safety for the purpose for which it is being provided or *prescribed*.

**Family Member:** means

- The *member's spouse*, father or mother.
- The *spouse* or common law *spouse* of the *member's* father or mother.
- The *member's* children or the children of the *participant's spouse* or common law *spouse*.
- The member's brothers and sisters, grandchildren or grandparents.

**Fee Schedule:** means the prevailing fee guide as approved and published by the Manitoba Dental Association.

**Health Care Aide:** means a person that has graduated from a Health Care Aide certified program.

**Health Care Practitioner:** means a person who is a registered member of their regulatory body (if applicable) and practices within the limits of their authority as established by law. If no occupational guild applies to a particular practitioner, the practitioner must:

- Be a registered member of their association.
- Provide care and treatment within the limits of their *professional scope of practice*.
- Be an approved provider.

**Home Care Worker:** means a person that has graduated from a Home Care / Support Worker certified program.

**Hospital:** means an institution licensed and operating under any federal or provincial health or insurance act, with facilities to provide active *in-patient* treatment and care. The term *hospital*, as described in this *agreement*, shall not include a rehabilitation *hospital*, mental institution, rest home, nursing home, convalescent home, health spa or hotel, a place for custodial care, a home for the aged or an institution used primarily for treatment of a specific *illness* or disease.

**Hospital Services:** means services rendered to a *participant* confined to a *hospital*.

**Illness:** means a deterioration of health or a bodily disorder that has been diagnosed by a *physician* and requires regular and continuous care.

**In-patient:** means a patient confined and admitted to a *hospital* for more than 24 hours on the recommendation of the attending *physician* or *nurse practitioner*.

**Injury:** means bodily *injury* suffered by the *participant* caused directly by an *accident* independent of any *illness* or other causes.

**Member:** means the *applicant*, excluding *spouse* and *dependents*, who has coverage under this *agreement*.

**Nurse Practitioner:** means a registered nurse with additional education and experience trained in the diagnosis of common medical conditions and chronic diseases who is currently registered with the appropriate provincial or state nursing regulatory body where the services are rendered.

**Optometrist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice optometry without restriction.

**Otologist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice otology without restriction.

**Panelled Patient:** means a patient receiving *in-patient hospital* services provided to them after their need for placement in a personal care home has been established to the satisfaction of the assessment panel designated by the Government of Manitoba provincial health insurance plan.

**Participant:** means the *member*, *spouse*, and *eligible dependent* who is entitled to *benefits* under this *agreement*.

**Participating Ambulance Operator:** means an *ambulance* company or operator in a Regional Health Authority that has entered into a written agreement with Manitoba Blue Cross. This agreement specifies eligible *ambulance services* and corresponding rates.

**Physician:** means a person licensed under government legislation in the jurisdiction where the services are rendered to practice medicine without restriction.

**Pharmacist:** means a person licensed under government legislation in the jurisdiction where the services are rendered to dispense drugs and medicines on a *prescriber's prescription* without restriction.

**Prescribed / Prescription:** means a written order for the use of a medicine, treatment, good or service by an eligible *prescriber*.

**Prescriber:** means an individual authorized by law to *prescribe* specified pharmaceutical services by virtue of being licensed by the recognized licensing authority of the jurisdiction in which the *prescription* is written.

**Professional:** means an individual who participates in a sport or activity with an expectation of remuneration or sponsorship or endorsement or to receive financial return which could form a substantial part of their livelihood.

**Professional Nurse:** means a registered nurse, *nurse practitioner*, psychiatric nurse, V.O.N., or licensed practical nurse who is currently registered with the appropriate provincial or state nursing association where the services are rendered.

**Reimbursement Level:** means the maximum percentage, amount or duration Manitoba Blue Cross will pay per *participant* for *eligible expenses* as set out in this *agreement*.

**Spouse:** means a person who is legally married to the *member*, or has continuously resided with the *member* for not less than one full year having been represented as members of a conjugal relationship. Manitoba Blue Cross will at no time provide coverage for more than one *spouse* under the same *agreement*.

**Subscription:** means the amount charged by Manitoba Blue Cross as consideration for the coverage to be made available under the terms and conditions of this *agreement*.

**Terminal Prognosis:** means an advanced stage of a medical condition for which a *physician* gave a prognosis of eventual and inevitable death or palliative care was received.

**Totally Disabled:** means the complete inability of the *participant*, on medical evidence, to continue his or her duties or activities.

**Trip:** means the total number of days the *participant* is outside the boundaries of Manitoba.

**Usual, Customary, And Reasonable:**

- **Usual:** means the amount normally charged for a given service or supply by an individual providing services or supplies in his or her personal practice.
- **Customary:** means that range of *usual* charges by individuals, of similar training and experience, providing services or supplies for the same service within a specific limited geographic or socioeconomic area.
- **Reasonable:** means a charge that meets the criteria of both *usual* and *customary*, or, in the opinion of the service provider's professional association, is justifiable in the special circumstances of the particular case in question.

**Vehicle:** means any form of transportation which is drawn, propelled or driven by any means and includes, but is not restricted to, an automobile, truck, motorcycle, moped, bicycle, snowmobile, boat or all-terrain vehicle.

**Waiting Period:** means the continuous period of time during which a *participant* must be covered under the *agreement* before being eligible for *benefits*. The *waiting period* commences on the *agreement effective date*.

**Year:** means the 12-month period beginning on the date that the first expense is incurred. This definition of *year* is used for the purpose of determining maximums and frequency limitations, unless the time period is specifically stated as a *benefit year*. A subsequent *year* begins on the date that the first expense is incurred after the end of the previous *year*. Similarly, two *years* means the 24-month period beginning on the date that the first expense is incurred. A subsequent period of two *years* begins on the date that the first expense is incurred after the end of the previous two *years*.



### Mailing Address

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### Telephone

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1.800.873.2583 (toll free)

### Website

[mb.bluecross.ca](http://mb.bluecross.ca)



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