BLUE CROSS®

Delivery Agreement

Policyholder: Anglican Diocese of Rupert's Land

Group Policy Number: 6119

Effective Date: May 1, 2022

The signature below confirms the Policyholder has received the policy and accepts and agrees to its terms and conditions. In the absence of a signature, the Policyholder's payment to Blue Cross of the first month's premium following receipt of this policy will be considered acceptance by the Policyholder.

The Policyholder further agrees that all terms and conditions in the Policyholder's application for coverage will be interpreted in accordance with the terms, conditions and definitions contained in this policy.

Please sign this Delivery Agreement and return to Blue Cross.

SIGNED at _____ this ____ day of _____ 20___.

_____
Witness Signature

_____
Signature of Authorized Officer for the Policyholder

_____
(Title)

Issued by: SC

Group Coverage Policy

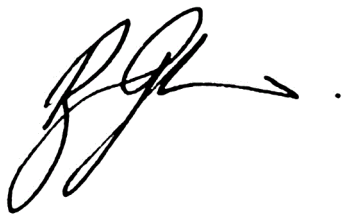
Policyholder:	Anglican Diocese of Rupert's Land
Group Policy Number:	6119
Effective Date:	May 1, 2022
First Renewal Date:	May 1, 2023
Subsequent Renewal Date:	First day of May of each subsequent year

This policy is issued by United Health Services Corporation referred to as "Manitoba Blue Cross" which underwrites all Health Benefits and Blue Cross Life Insurance Company of Canada which underwrites all life, accidental death and dismemberment, disability and critical illness benefits. All obligations (other than the Policyholder's obligations) relating to Health Benefits are solely those of Manitoba Blue Cross, and all obligations (other than the Policyholder's obligations) relating to the life, accidental death and dismemberment, disability or critical illness benefits are solely those of Blue Cross Life Insurance Company of Canada.

In this policy, for convenience of reference, Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada are referred to collectively as "Blue Cross".

Blue Cross agrees to provide the benefits specified in this policy to Members and their Dependents, subject to the terms contained on this and the following pages and to the payment of premiums by the Policyholder.

Signed by Blue Cross on 6th day of June 2022.



Benjamin Graham
President & CEO, Manitoba Blue Cross

Master Group Listing

The following class(es) of Employees are eligible for benefits under this policy:

Class Code and Description

1001 - All Employees

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Table of Contents

Summary of Benefits

The Summary of Benefits summarizes, in a simplified form, the provisions of this policy but does not include all applicable exclusions and limitations. The Summary of Benefits must be read together with the policy provisions and, in the event of conflict, the policy provisions will prevail.

Summary of Benefits

Coverage Provisions

Class Description	All Employees
Eligibility Requirements	
Health Benefits	An Employee must work a minimum number of hours per week as designated by the Employer and meet the other eligibility requirements set out in this policy.
Waiting Period	30 days of continuous service
Participation Basis	Participation under this policy is Mandatory for all eligible Employees.

Summary of Benefits

Coverage Provisions	
Class Description	All Employees
Coverage During Periods of Absence from Work	
Illness/Accident	Coverage continued: All benefits
	Maximum period: The entire period of absence or until employment termination, subject to the *Coverage* provisions
	Payment of premiums: Yes
Maternity/Parental Leave	Coverage continued: Member decision to retain or discontinue all benefits
	Maximum period: As required by applicable legislation
	Payment of premiums: If benefits are retained, premiums are payable
Authorized Leave of Absence, Temporary Layoff or Strike/Lockout	Coverage continued: All benefits
	Maximum period: 1 year for Health Benefits
	Payment of premiums: Yes

Summary of Benefits

Employee Assistance (EA) Benefit

Class Description	All Employees
Deductible	None
Reimbursement Level	100%
Personal Counselling Services	**Benefit Maximum**
Addictions, Career, Family, Financial, Marriage, Pre-retirement and Stress	3 Assessment sessions and $300/certificate/calendar year for counselling sessions
Health Promotion Services	1 Assessment session and $100/certificate/calendar year combined
Counselling Services Provided By	Core Counsellors and External Counsellors
Workshops/Seminars	Fee-for-service
Key Employee and/or Supervisory Training	1 1-hour session
Termination	When the Member retires
Survivor Coverage	24 months

Definitions

Accident: A sudden, fortuitous and unforeseeable event that:

- is violent in nature;
- arises solely from external means;
- causes bodily injury to the Participant directly and independently of all other causes; and
- is unintended by the Participant.

The resulting injury to the Participant must be certified by a Physician.

Actively at Work: Employees are Actively at Work on a specified day if they report for work at their usual place of employment and are able to perform the Regular Duties of their occupation, according to their regular work schedules.

Employees who are not required to report for work on a specified day due to holidays, shift variances, vacations or weekends are still considered to be Actively at Work if they could have reported for work and performed the Regular Duties of their occupation on that day.

Approved Provider: A provider of health care services or supplies who has been approved by Blue Cross to provide specific Eligible Expenses.

Child: A person who:

- is a resident of Canada;
- is the natural or adopted Child of the Member or Spouse;
- is financially reliant on the Member or Spouse for care, maintenance and support;
- is not married or in a common law relationship; and
- meets one of the following criteria:
  (a) is under age 21;
  (b) is age 21 but less than age 25 and is attending an accredited educational institution, college or university on a full-time basis; or
  (c) became mentally or physically disabled while a child as defined in (a) or (b) and has been continuously disabled since that time.

A Child is considered to be mentally or physically disabled for the purposes of this definition if they are incapable of engaging in any substantially gainful activity and are financially reliant on the Member or Spouse for care, maintenance and support due to this disability. Blue Cross may require the provision of written proof of a Child's disability as often as is reasonably necessary.

CLHIA: Canadian Life and Health Insurance Association Inc.

Deductible: The amount of Eligible Expenses that the Participant must pay before Blue Cross will reimburse any Eligible Expenses. The Deductible amount applies once per benefit year or per prescription drug, as specified in the Summary of Benefits.

Dependent: The Spouse or Child of a Member.

Definitions

Eligible Expenses: Charges incurred by the Participant for health care services and supplies that are:

- Medically Necessary;
- Usual, Customary and Reasonable;
- recommended or prescribed by a Physician or Health Practitioner who:
  - does not normally reside in the Participant's home;
  - is not the Participant's Family Member; and
  - is not the Participant's Employer or co-worker;
- rendered or dispensed by an Approved Provider who:
  - does not normally reside in the Participant's home; and
  - is not the Participant's Family Member; and
- rendered or dispensed after the effective date and while this policy is in effect, unless otherwise specified.

Health care services and supplies that Participants prescribe, render or dispense to themselves are not Eligible Expenses.

An Eligible Expense is considered to be incurred on the date the service or supply was received by the Participant. Reimbursement for Eligible Expenses incurred outside of Canada will be limited to the amount that would have been reimbursed if the expense had been incurred in the Participant's province of residence, unless the benefit is restricted to in Canada only.

Where more than one form or an alternative form of Treatment exists, Blue Cross has the right to base its payment for Eligible Expenses on the lowest cost alternative if Blue Cross, in consultation with its health care consultants, deems the alternative Treatment to be appropriate and consistent with good health management.

Eligible Expenses are subject to post-payment audit in accordance with the *Right to Audit* provision found in the *Claim* provisions of this policy.

Employee: A person who:

- is a resident of Canada; and
- works for the Employer the minimum number of hours per week specified in the Summary of Benefits.

Employees on a temporary, contractual or seasonal basis, as well as Employees who work outside of Canada on a regular basis, are not eligible for coverage unless otherwise specified in the Summary of Benefits.

Employer: The Policyholder, unless otherwise specified on the application for coverage or in the Summary of Benefits (if applicable).

Experimental or Investigative: Any treatment, procedure, facility, equipment, drug or drug usage that, in the opinion of Blue Cross:

- is not Medically Necessary; or
- lacks sufficient published data to establish its medical effectiveness or safety for the purpose for which it is being provided or prescribed; or
- is not recognized as standard of care in current prescribing guidelines or practice setting protocols.

Definitions

Family Member: A Participant's:

- spouse or common law partner;
- parent and parent's spouse or common law partner;
- children and spouse's or common law partner's children;
- sibling;
- grandchildren; or
- grandparents.

Government Health Care Coverage: Any plan, program or arrangement under the administrative or regulatory control of any government in Canada that is universally available to all residents of a particular province or territory and provides coverage, in whole or in part, for comprehensive health care benefits, services or supplies.

Health Benefits: Health Benefits include, as applicable:

- ambulance and hospital benefits;
- extended health care benefits;
- vision benefits;
- travel benefits; and
- dental benefits.

Health Practitioner: A health care practitioner 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; and
- be an Approved Provider.

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

Life Event: A situation resulting from one of the following that permits a Member to change their coverage:

- marriage or common law union;
- birth or adoption of a Child;
- divorce or legal separation;
- the Member's or Dependent's other coverage terminates for reasons outside of their control; or
- death of a Dependent.

Proof of Health may be required if the request is received more than 31 days after the Life Event date.

Mandatory: Participation under this policy is a condition of employment and 100% of eligible Employees must apply for coverage.

Medically Necessary: A health care service or supply provided or prescribed by a Physician or Health Practitioner to treat an injury or Illness that, in the opinion of Blue Cross:

- has not been provided or prescribed primarily for convenience or cosmetic reasons;
- is the most appropriate, safe and cost effective Treatment for the diagnosed injury or Illness; and
- is generally medically recognized as acceptable Treatment for the diagnosed injury or Illness.

Definitions

Member: An Employee who is eligible and approved for coverage under this policy.

Non-Evidence Limit: The amount of coverage for which a Participant is eligible without having to submit satisfactory Proof of Health. The Non-Evidence Limits are specified in the Summary of Benefits. The Non-Evidence Limit for a Participant who applies for coverage under this policy more than 31 days after becoming eligible for Non-Mandatory benefits is zero.

Non-Mandatory: Participation under this policy is not a condition of employment. Eligible Employees must either:

- apply for coverage for all benefits under this policy; or
- refuse coverage for all benefits under this policy.

Participant: The Member or one of the Member's Dependents who has been approved for coverage under this policy.

Physician: A doctor of medicine who is licensed in the jurisdiction in which the services are provided to prescribe and administer medical Treatment and drugs within the scope of their licence.

Policy Anniversary: The date the policy will automatically renew for successive one-year terms, beginning one year following the effective date of the policy.

Policyholder: The Employer or group that is specified on the Group Coverage Policy page of this policy.

Previous Policy: Any group insurance policy, contract or other arrangement that terminated within 31 days of the effective date of this policy and that provided coverage to Employees who are eligible for coverage under this policy. This term will be interpreted separately for each benefit contained in this policy.

Proof of Health: Statements or medical evidence about a Participant's health, as needed and requested by Blue Cross at any time. Proof of Health must be submitted on forms approved by Blue Cross for that purpose.

Regular Duties: Essential work related activities that are performed by the Member.

Reimbursement Level: The percentage of the Eligible Expense Blue Cross will pay for Health Benefits as specified in the Summary of Benefits.

Salary: A Member's regular earnings paid by the Employer, including overtime and any additional remuneration or incentives that are received by the Member on a regular basis. It does not include irregular dividends or any other irregular gains, such as bonuses and gratuities.

For commission-based Members, Salary is the Member's average earnings over the last 2 years of employment as indicated on their Canada Revenue Agency (CRA) taxation form. If the Member has been employed for less than 2 years, Salary will be prorated.

In determining benefits, Salary will be the lesser of:

- the Salary amount defined above; or
- the Salary last reported to Blue Cross and used in the calculation of the premium payable.

Definitions

Spouse: The person who:

- is a resident of Canada; and
- meets one of the following criteria:
  - is married to the Member;
  - is in a civil union with the Member as defined by the Civil Code of Quebec; or
  - has been living with the Member in a conjugal relationship for at least 1 year; however, where required by provincial legislation, this 1-year period is waived if a Child is born of such relationship.

The Spouse must be designated by the Member on their application for coverage. Only one person may be covered as a Spouse at any one time.

Treatment: The management and care of a Participant to improve or cure an Illness, disorder or injury. This management and care must be:

- considered appropriate and approved by Blue Cross; and
- prescribed, provided or performed by a Health Practitioner or Physician practicing in the field of medicine applicable to the Participant's disease, disorder or injury.

Usual, Customary and Reasonable: Charges incurred by the Participant that are:

- consistent with the amount typically charged by Health Practitioners or Approved Providers for similar services or supplies in the province in which the services or supplies are being purchased; and
- consistent with the frequency and quantity that would usually be prescribed or needed for the Participant's condition.

Waiting Period: The continuous period of time during which an Employee must be Actively at Work before being eligible for coverage. The Waiting Period is specified in the Summary of Benefits. It applies to all Employees unless a written request for a waiver of all or part of this Waiting Period with respect to a particular Employee is made by the Policyholder and approved by Blue Cross.

Coverage Provisions

Eligibility Requirements

Employees

To be eligible to apply for coverage under this policy, an Employee must:

- meet the definition of Employee;
- meet the definition of Actively at Work;
- be entitled to Government Health Care Coverage or similar coverage deemed satisfactory by Blue Cross; and
- complete the Waiting Period unless:
  - the Policyholder's written request for waiver of the Waiting Period in respect of the Employee has been approved by Blue Cross; or
  - the Employee returns to work within 6 months of their leave of absence (other than maternity and/or parental leave), subject to the *Reinstatement of Coverage* provision.

Dependents

To be eligible for coverage under this policy, a Dependent must:

- meet the definition of Dependent; and
- be entitled to Government Health Care Coverage or similar coverage deemed satisfactory by Blue Cross.

Proof of Health

Proof of Health is needed to be approved for coverage:

(a) if the coverage requested by an Employee for themselves or their Dependent exceeds the Non-Evidence Limit specified in the Summary of Benefits; or

(b) for Non-Mandatory policies, if the application for any benefit is received by Blue Cross more than 31 days after the date on which the Employee or the Dependent became eligible for coverage, subject to the following exception:

   i. late applicants for dental benefits do not need to submit a Proof of Health (instead their benefit maximum is limited in accordance with the *Coverage for Late Applicants* provision found in the *Dental Benefit* provisions); and

   ii. late applicants for health care benefits do not need to submit a Proof of Health (instead their benefit maximum is limited in accordance with the *Coverage for Late Applicants* provision found in the *Extended Health Care Benefit* provisions).

Expenses incurred by the Employee to supply Proof of Health are the responsibility of Blue Cross.

Unless otherwise provided by provincial legislation, all statements provided by a Participant on a Proof of Health form with respect to any application for coverage or increase in coverage, other than fraudulent statements and omissions, will be incontestable by Blue Cross after the coverage or increase in coverage has been in force for 2 consecutive years during the lifetime of the Participant.

Enrolment

Application Form

To obtain coverage, an Employee must complete and submit their application form, in a format agreed on by Blue Cross, and submit Proof of Health, if required.

The completed application form must be received by Blue Cross within 31 days of the date the Employee or Dependent became eligible for coverage.

Coverage Provisions

Scope of Coverage

Individual selection of benefits is not permitted under this policy. Employees who enrol for coverage must also enrol all eligible Dependents, subject to the exceptions noted below:

- Employees may choose whether or not to obtain coverage for optional benefits; and
- Employees may choose not to obtain Health Benefits coverage for themselves or a Dependent if the Employee or Dependent has similar coverage under another group policy. In such circumstances, the Employee or Dependent will again be eligible for Health Benefits if they experience a Life Event, subject to proof of loss.

When Coverage Begins

Employees

The coverage of an Employee takes effect on the latest of the following dates:

- the effective date of the policy;
- the date the Employee meets all of the eligibility requirements; or
- the date Blue Cross approves the Employee's Proof of Health, if required.

If an Employee is not Actively at Work on the date they would have become eligible for coverage, their coverage begins on the date they resume being Actively at Work, subject to all applicable legislation and to CLHIA guidelines regarding policy replacement.

Dependents

The coverage of a Dependent takes effect on the latest of the following dates:

- the date the Member becomes eligible for coverage;
- the date the Dependent meets all of the eligibility requirements;
- the date Blue Cross approves the Dependent's Proof of Health, if required; or
- the date following the Dependent's discharge from hospital if the Dependent was hospitalized on the date they would have become eligible for coverage, except for:
  - a Dependent covered under a Previous Policy, in which case their coverage begins on the effective date of the policy; or
  - a Child born while this coverage is in force, in which case coverage for such Child will be effective from their live birth, or for dependent life coverage, as specified in the dependent life Summary of Benefits (if applicable).

Coverage During Periods of Absence from Work

Illness/Accident

If a Member is absent from work due to any disability recognized by Blue Cross or any disability covered by a workers' compensation board/commission or automobile insurance bureau:

- the Member remains eligible for coverage until the earlier of the maximum period specified in the Summary of Benefits; or
  - 1 year for Health Benefits;
  - 1 year for life benefits when the application for waiver of premium is declined, no application is submitted, or proof of loss is not received within 90 days of the expiry of the Elimination Period;
  - 90 days from the expiry of the Elimination Period for disability benefits when the application for disability is declined, no application is submitted, or proof of loss is not received within 90 days of the expiry of the Elimination Period; and
- premiums must continue to be paid for all benefits that are not subject to the *Waiver of Premium* provisions of this policy.

Maternity/Parental Leave

A Member who is absent from work as a result of maternity or parental leave must decide whether to retain coverage for all benefits or discontinue coverage for all benefits for the maximum period provided under the applicable federal or provincial legislation. This decision is irrevocable and must be made before the leave begins. If coverage is retained, premiums must continue to be paid for the duration of the leave.

Authorized Leave of Absence/Temporary Layoff/Strike/Lockout

If a Member is absent from work due to an authorized leave of absence, a temporary layoff or a strike/ lockout, the Member retains coverage for the benefits (if any) specified in the Summary of Benefits. The maximum period during which benefits will be retained is specified in the Summary of Benefits and premiums must continue to be paid for the benefits retained.

Reinstatement of Coverage

Benefits that have been discontinued during one of the above-mentioned periods of absence from work are reinstated when the Member returns to work provided the Policyholder notifies Blue Cross of their return to work within 31 days of their return. If notice is not provided within this 31 day period, the Member must provide Proof of Health to have their benefits reinstated. If a Member was eligible to continue coverage for any optional benefits but chose not to continue coverage for any reason, the Member must provide Proof of Health to have the optional benefits reinstated, regardless of when Blue Cross receives notice of their return to work.

A Member whose coverage ends due to termination of employment must complete the Waiting Period if they are rehired by the Employer.

Coverage Provisions

When Coverage Ends

Subject to applicable legislation and CLHIA guidelines, coverage ends on the earliest of the date:

- this policy terminates;
- the Participant no longer meets one or more of the eligibility requirements;
- the Member's employment is terminated;
- the Member (or Spouse, if applicable) reaches the termination age or termination date, if any, specified in the Summary of Benefits;
- the Member retires, unless otherwise specified in the Summary of Benefits;
- the Member dies;
- the Participant commits a fraudulent act against Blue Cross; or
- the Policyholder defaults in payment of premiums.

Coverage for Dependents will also terminate on the date the Member's coverage terminates. If premiums for optional life, optional accidental death and dismemberment or optional critical illness benefits are not paid within 31 days of their due date, the benefit will be terminated without further notice from the date the premiums were due.

No coverage will be provided to any Participant while performing duties as an active member in the armed forces of any country, unless coverage must be retained under applicable provincial legislation.

Right to Convert to Individual Coverage

When a benefit provision specifies that a Participant is eligible to apply for an individual insurance policy on termination of their group coverage, the following terms and conditions apply:

- the Participant must, within 31 days of the date of termination of their group coverage:
  - submit the application form provided by Blue Cross for the purpose of conversion to individual coverage; and
  - pay the entire amount of the first month's premium of the individual policy, in accordance with the method of payment stipulated by Blue Cross;
- the individual policy will be issued without requiring Proof of Health;
- the premium for the individual policy is based on the Blue Cross individual policy rates in effect on the date of application. These rates are based on the age and gender of the Participant; and
- the individual policy is subject to any maximum and minimum values or other additional terms and conditions that are specified in the *Right to Convert to Individual Coverage* provision of the applicable benefit.

Survivor Coverage

When the Summary of Benefits specifies that the survivor coverage applies to a particular benefit, the following terms and conditions apply.

In the event of the Member's death, coverage for Dependents will continue without payment of premiums for certain benefits, if specified in the Summary of Benefits.

Survivor coverage for Dependents will terminate on the earliest of the following dates:

- the policy termination date;
- the date the maximum survivor coverage period has been reached, as specified in the Summary of Benefits;
- the effective date of any similar coverage under another plan; or
- the date a Dependent is no longer considered to be an eligible Dependent (for reasons other than the Member's death).

Employee Assistance Benefit Provisions

Purpose of Coverage

Blue Cross will pay the Eligible Expenses described in this benefit, subject to the conditions outlined below.

Additional Definitions

The following definitions apply to this benefit, in addition to those found under the *Definitions* provision of this policy.

Assessment: A systematic interview with the Participant and Approved Provider to identify issues and develop treatment and resource options.

Core Counsellor: A certified, licensed, or otherwise qualified professional sub-contracted by Blue Cross and under the administrative and/or clinical control and direction of Blue Cross.

External Counsellor: A certified, licensed, or otherwise qualified professional pre-approved by Blue Cross and not under the administrative and/or clinical control and direction of Blue Cross.

Homewood Health Inc. Canada Inc.: A national organization of psychologists and related professionals contracted by Blue Cross to render professional services outside the province of Manitoba.

Service Unit: A 1 hour of professional services rendered by a certified, licensed or otherwise qualified professional under this benefit.

Short-term Counselling: A program offering no less than 4 or more than 12 counselling sessions.

What Blue Cross Will Pay

Blue Cross will pay Eligible Expenses subject to the following terms and conditions:

- payment is limited to the Reimbursement Level and benefit maximums specified below and in the Summary of Benefits;
- payment is limited to the personal counselling and health promotion services specified in the Summary of Benefits; and
- payment is limited in accordance with the *Exclusions and Limitations* provision of this benefit.

This benefit covers the expenses explicitly listed in the following categories, provided they also meet the definition of Eligible Expenses under the *Definitions* provision of this policy. Blue Cross reserves the right to make exceptions for expenses not explicitly listed in the policy but fall into one of the categories mentioned below.

Counselling Services

Blue Cross will provide Assessment sessions and Short-term Counselling through a network of Approved Providers in the following benefit areas if specified in the Benefit Summary.

Personal Counselling

Marriage: services for marriage counselling.

Family: services for family counselling.

Alcohol Abuse: services for counselling for concerns related to alcohol use and abuse.

Drug Abuse: services for counselling for concerns related to drug use and abuse.

Stress: services for counselling for individual concerns related to stress.

Financial: services for counselling for concerns related to finances.

Career/Termination: services for counselling for concerns related to career and/or job termination. Where more than 25 Employees are terminated from employment on the same pre-determined date, only group counselling coverage will be provided, up to a maximum of 12 hours per incident. Group counselling must be arranged between Blue Cross, the Employee Assistance Centre, and the Employer. The Employer is required to notify Blue Cross a minimum of 14 days prior to the termination of 25 or more Employees.

Pre-Retirement: services for counselling for concerns related to retirement.

Parenting: services for counselling related to the care and development of children.

Extended Family: services for counselling in relation to relationships with extended family members.

A.C.O.A.: services for counselling for concerns related to the impact of being an adult Child of an alcoholic parent.

Bereavement: services for counselling for concerns related to the coping and adaptation of the death of a significant other.

Social Relations: services for counselling for concerns related to interpersonal relations.

Physical: services for counselling for concerns related to symptoms which are of a physiological nature.

Psychological: services for counselling for concerns related to the feeling or mental state of the individual.

Work/Job: services of an Approved Provider for counselling for concerns related to stress at the workplace.

Lifestyle: services for counselling for concerns related to dieting, exercising and smoking.

Legal Information/Referral: services for counselling for concerns in relation to obtaining legal information or providing referrals.

Life Crisis: services for counselling for concerns related to a crisis or trauma.

Health Promotion Services

Lifestyle fitness consultation services.

Weight loss/control services.

Smoking cessation services.

Payment of Claims

The Approved Provider will submit the Participant's claim to Blue Cross and the Participant will only pay the Approved Provider the portion of the claim that is not covered by this benefit. Blue Cross will reimburse the balance of the claim to the Approved Provider directly.

Additional Services and Records

Workshops/Seminars: are available as specified in the Benefit Summary. Any indirect costs associated with workshops or seminars will be paid by the Policyholder.

General Orientation Sessions: 2 1-hour sessions will be provided by a facilitator from the Employee Assistance Centre as part of the program implementation. Additional sessions are available on a fee-for-service basis.

Key Employee and/or Supervisory Training: a facilitator from the Employee Assistance Centre will provide session as part of the program implementation if specified in the Benefit Summary. Additional sessions are available on a fee-for-service basis.

Consultation: is available to supervisors on the management of individuals with impaired work performance where personal problems are a contributing factor. Blue Cross shall remain neutral with respect to Employee/Employer relations. Supervisor initiated referrals shall be based solely upon job performance issues or a request for assistance by the Member. Charges will be assessed on an individual basis.

The Policyholder agrees that it shall keep all information provided to them in confidence and will ensure such information shall in not be released. The Policyholder agrees to indemnify Blue Cross from all loss, damage and expenses, including reasonable legal fees which Blue Cross may at incur as a result of a breach by the Policyholder of this benefit.

Provision of Professional Services

Blue Cross shall not endorse formal referrals where a Member is mandated to the Employee Assistance program as a condition of continued employment. The decision to participate and the level and extent of services received shall be determined by the Participant.

Blue Cross shall retain a sufficient number of Core Counsellors to adequately and professionally provide the services outlined in under this benefit.

All service providers contracted with the Blue Cross Employee Assistance Centre are governed by professional codes of conduct and standards of practice established by their own respective regulating bodies or associations and Blue Cross.

Professional services rendered by a certified, licensed, or otherwise qualified professional pursuant to this benefit shall be calculated in accordance with the pre-determined cost of each Service Unit used.

Exclusions and Limitations

No payment will be made for:

(a) services that do not fall within the categories of Eligible Expenses listed in this benefit;
(b) products, aids or materials used in association with counselling or health promotion services;
(c) membership fees to fitness or recreation facilities, or fees for fitness courses;
(d) vitamins, drugs, medications, or other aids or devices used for weight loss, smoking cessation, drug treatment or alcohol abuse treatment;
(e) loss of work time;
(f) devices used to manage stress;
(g) Income Tax preparation, portfolio management, will preparation or other services normally associated with a stockbroker, lawyer or accountant for which a fee is charged;
(h) resume preparation, educational courses and seminars related to career development;
(i) hospitalization charges;
(j) legal advice, including wrongful dismissal actions, related to termination counselling services;
(k) services related to termination counselling after 30 days from the date of termination of employment;
(l) services related to classroom/educational instruction; or
(m) services related to group therapy.

Employee Assistance Benefit Provisions

Disclaimer

Assessment services are provided by the counselling staff and Core Counsellors of the Employee Assistance Centre and all recommendations are made in full consultation with the Participant. These assessments and recommendations are not to take the place of assessments and diagnosis by Physicians, psychiatrists and appropriate specialists, and the Participant is encouraged to consult a Physician, psychiatrist, or specialist, where appropriate, for confirmation of the Employee Assistance Centre's assessment.

Referrals to providers of counselling and other services in the community, private or public, offered by Employee Assistance Centre to the Participant in no way constitutes an endorsement of these service providers. Service providers to whom referrals are made are selected based on meeting published criteria. In most cases, the Participant will be presented with several options of service providers from which to choose in seeking professional assistance. It is the responsibility of the Participant to determine whether the qualifications and services offered by service providers are suitable to their personal needs and requirements. Blue Cross, the Employee Assistance Centre and its staff are not responsible for the treatment, counselling or assistance offered by service providers outside the Employee Assistance Centre staff or Core Counsellor to whom the Participant is referred.

Confidentiality

Blue Cross shall be entitled to retain as confidential all information received from a Participant while providing Assessment/counselling services pursuant to this policy and shall be under no obligation or duty to release such information without the Participant's prior written authorization.

Exceptions to the general rule of confidentiality, as required or permitted by law, include the following:

- court ordered disclosure;
- where a client presents a danger to himself/herself or others;
- client reported child abuse; or
- client authorized disclosure through written authorization.

When Coverage Ends

Coverage ends on the date specified in the Summary of Benefits. In addition, coverage may end on an earlier date, as specified in the *When Coverage Ends* provision found under the *Coverage* provisions of this policy.

Premium Provisions

Calculation of Premiums

Amount Payable

The monthly premium payable to Blue Cross by the Policyholder is equal to the total of all Members' premiums calculated in accordance with the premium rates in force at that time.

The premium rates in force on the effective date of this policy have been communicated and accepted by the Policyholder in a separate document to the policy.

Adjustments to Premium Rates

This policy is renewed on an annual basis, unless otherwise noted in the policy. Blue Cross may modify premium rates at the time of policy renewal provided that written notice of this modification is provided to the Policyholder at least 31 days in advance of the renewal date. The modification is then effective on the renewal date.

Blue Cross may also modify the premiums rates at any time if:

- the coverage or categories of eligible Employees change;
- there is a 25% change in Members since the effective date or the most recent renewal date of the policy;
- there is a change in the nature of the risk covered;
- there is a change to any government-sponsored plan or any other program that would affect the amounts of benefits payable by Blue Cross. In such circumstances, benefits will continue to be paid as if such plans or programs had not been modified until a new premium rate agreed on by Blue Cross and the Policyholder takes effect; or
- the costs of Blue Cross under the policy change due to a change in government legislation, including but not limited to changes in tax legislation.

Blue Cross may also modify premium rates for optional life, optional accidental death and dismemberment and optional critical illness benefits at any time, but not more than once in a calendar year, provided written notice of this modification is provided at least 31 days in advance.

Payment of Premiums

Method of Payment

The Policyholder must pay all premiums in a single sum and in accordance with the provisions of this policy.

Blue Cross is not responsible for verifying that the Policyholder collects Members' contributions, if any, or for ensuring that contributions collected from Members by the Policyholder are used to pay the premiums due to Blue Cross.

Blue Cross may defer payment of benefits as long as any premium remains unpaid.

Premium Due Date

The first monthly premium is due on or before the effective date of the policy. Subsequent premiums are payable on the first day of each month.

Premium Provisions

Grace Period

The policy will remain in force until the last day of the month for which the premium has been paid, subject to the following grace period:

- if the first premium is not paid on or before the effective date of the policy, no coverage is provided under this policy; and
- if a premium other than the first premium is not paid on or before the date it is due, the policy will remain in force for a grace period of 31 days from this due date (unless it is terminated during this period for a reason other than non-payment of premiums). If the premium is not paid by the final day of the grace period, the policy will terminate and all unpaid premiums, including those applicable to the grace period, must be paid.

Claim Provisions

Proof of Claim

Information and Documentation Required

Proof of claim must be provided in writing and in a form acceptable by Blue Cross. Before reimbursing a claim, Blue Cross has the right to:

- obtain any information that is needed to administer the claim;
- require that the Participant provide additional proof or information in support of their claim; and
- require that the Participant undergo a medical examination by a Physician or Health Practitioner chosen by Blue Cross as often as deemed necessary.

Blue Cross has the right to suspend or deny payment of a claim until any additional proof or information requested by Blue Cross has been submitted by the Participant.

The Participant is responsible for any costs associated with providing proof of claim.

Time Limitations to Submit Proof of Claim

Life and Accidental Death and Dismemberment Coverage: Blue Cross must receive proof of claim as soon as is reasonably possible and no later than 12 months following the date of the loss.

Critical Illness Coverage: Blue Cross must receive proof of claim within 12 months of the date of the diagnosis.

Disability Benefits Coverage: Blue Cross must receive proof of claim within 90 days of the expiry of the Elimination Period. Proof of claim consists of 3 forms (Declaration of the Employee, Declaration of the Employer, Declaration of the Physician).

Health Benefits Coverage: Subject to the exceptions below with respect to certain travel benefits, Blue Cross must receive proof of claim for all other Health Benefits within 24 months of the date the expense was incurred. Eligible Expenses are considered to have been incurred on the date services were rendered or products were supplied.

Air Flight and Common Carrier Accident Coverage: Blue Cross must receive proof of claim within 90 days of the date of the Accident and must be certified by the attending Physician at the place where the Accident occurred to the actual injuries sustained.

Claim Submitted After Policy Termination

If this policy has terminated, proof of claim must be received by Blue Cross:

- for disability benefits, within 6 months of the onset of disability or the time limit specified by applicable provincial legislation, whichever period is longer;
- for accidental death and dismemberment benefits or accidental damage to natural teeth, within 6 months following the termination date of this policy; or
- within 90 days following the termination date of this policy for all other benefits.

For health spending account benefits, payment of claims cease and become the liability of the Policyholder.

Claim Provisions

Right to Audit

Blue Cross has the right, at any time, to inspect or audit the health and claim records of the Participant in relation to a claim for benefits. This right to inspect or audit applies to records held by Blue Cross or in the files of Approved Providers and may be exercised by Blue Cross or by a third party on behalf of Blue Cross.

Recovery of Overpaid Amounts

Blue Cross has the right to recover from a Participant:

- any amount paid in error;
- any amount paid as a result of claims made by the Participant on the basis of fraudulent pretences or misrepresentations; or
- any amount paid that has resulted in overpayment to the Participant.

Blue Cross has the right to reduce future benefit payments to the Participant until the excess amount is fully recovered.

Termination or Suspension of Benefit Payments

Blue Cross may, without prior notice, suspend or terminate the rights and benefits of a Participant in the following circumstances:

- the discovery of a claims discrepancy or the initiation of a claim abuse investigation; or
- the filing of criminal charges or initiation of disciplinary action against the Participant by Blue Cross.

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

Interest on Benefits Payable

No benefit amounts payable under this policy will bear interest.

Time Limitation to Dispute a Claim Decision

In the event Blue Cross determines that benefits are not payable, the Participant has a right to appeal the decision by providing written notice to Blue Cross; for life and disability benefits written notice of appeal must be provided within 30 days from the date of the written denial.

The time limitation to bring an action against Blue Cross under this policy begins on the date of the initial written denial from Blue Cross and extends until the expiry of the minimum limitation period prescribed by the applicable provincial legislation.

Every action or proceeding against Blue Cross for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

Other Coverage

With the exception of travel, benefits under this policy will be co-ordinated with other health plans when the Participant has similar coverage elsewhere. Payment of travel benefits provided under this policy are limited to amounts that are in excess of coverage provided by any other plan, as specified in the *What Blue Cross Will Pay* provision found under the *Travel Benefit* provisions of this policy.

The types of other plans that are potentially subject to co-ordination of benefits include any form of group, individual, family, creditor or saving insurance coverage that provides reimbursement for medical treatment, services or supplies and any Government Health Care Coverage.

Supplemental to Government Health Care Coverage

Unless otherwise agreed by Blue Cross, no payment will be made for any health care services or supplies payable or available under Government Health Care Coverage or administered by government funded hospitals, agencies or providers.

Blue Cross will pay Eligible Expenses in excess of Government Health Care Coverage allowances only where permitted by provincial legislation.

Co-ordination of Benefits with Other Coverage

If a Participant is covered for Health Benefits under this policy and has similar coverage under another health plan, the benefits payable under this policy will be co-ordinated with the other plan in accordance with CLHIA guidelines. Co-ordination of benefits will be calculated to ensure that reimbursement from all sources does not exceed 100% of the cost incurred by the Participant.

Subrogation

Health Benefits

If a Participant is injured as a result of the actions of a third party:

- Blue Cross will:
  - at its option, defer payment for a maximum of 12 months for Health Benefits to which the Participant is entitled under this policy; and
  - be subrogated to the Participant's rights of recovery with respect to such benefits, including the right to sue the third party in the name of the Participant; and
- the Participant or legal representative will:
  - take all reasonable measures of recovery from any third party who may be liable, or from any fund or agency from which recovery may be made;
  - sign any documentation that is required to give effect to the subrogation rights of Blue Cross;
  - not release the third party from liability without the prior written consent of Blue Cross or take any other action that might jeopardize the rights of subrogation of Blue Cross. Any release signed by a Participant without the prior written consent of Blue Cross will not bind Blue Cross; and
  - cooperate with Blue Cross in providing information on the accidental injury as necessary to establish third party liability.

If the amount recovered by the Participant or Blue Cross from the third party is not sufficient to fully indemnify the Participant, the amount recovered, after deduction of the cost of recovery, will be divided between Blue Cross and the Participant in proportion to which the loss was borne by them.

If the Participant receives, from any source, reimbursement of amounts that were paid by Blue Cross, the Participant must remit these amounts to Blue Cross.

Blue Cross may require a Participant to sign a reimbursement agreement that they are bound by this provision. If the Participant does not sign and return the reimbursement agreement within 30 days of the request, benefits will not be paid until they do.

Blue Cross may discontinue benefits if the Participant refuses or fails to comply with any of the terms of this provision.

Disability Benefits

If a Member becomes disabled as a result of the actions of a third party:

- Blue Cross will:
  - assume liability for all disability benefit payments to which the Participant is entitled under this policy; and
  - where permitted by law, be subrogated to the Member's rights of recovery with respect to such benefits, including the right to sue the third party in the name of the Participant; and
- the Member will:
  - sign any documentation that is required to give effect to the subrogation rights of Blue Cross; and
  - not release the third party from liability without the prior written consent of Blue Cross or take any other action that might jeopardize the rights of subrogation of Blue Cross. Any release signed by the Member without the prior written consent of Blue Cross will not bind Blue Cross.

If the Member initiates legal action or other claim with respect to:

- an incident or Accident that gave rise to, or prolonged, the payment of disability benefits; or
- the assumption of liability under a disability benefit plan, the Member will include in their claim all losses for which benefit payments have been assumed by Blue Cross and prosecute their claim with diligence and good faith.

On final disposition of any such legal action or claim, the Member will account to Blue Cross as follows:

- Past Loss of Income: If the Member recovers an amount for income lost before the date their claim was resolved:
  - this amount, less any legal fees and disbursements incurred to recover this portion of the claim, is added to the amount of benefits the Member has received from Blue Cross;
  - the resulting sum is reduced by the Member's actual loss of Pre-Disability Salary (net of applicable income tax if the plan is non-taxable); and
  - the resulting difference is payable to Blue Cross.
- Future Loss of Income: If the Member recovers an amount for future income loss, Blue Cross will stop paying disability benefits until the number of weeks or months of benefits represented by that amount is exhausted. This number is calculated by dividing the amount recovered for future loss of income, less any legal fees and disbursements incurred to recover this portion of the claim, by the weekly or monthly benefit amount Blue Cross was paying before resolution of the claim.
- Lump Sum Settlement: If the Member settles their claim for a lump sum amount without any apportionment for loss of income, the Member must immediately pay Blue Cross the lesser of:
  - 75% of the net lump sum amount (i.e. the total lump sum amount less the legal fees and disbursements incurred to resolve the claim); or
  - an amount equal to the maximum disability benefits that would have been payable to the Member under the policy.

  If the net lump sum is more than the total amount of disability benefits paid to the Member up to the date of settlement, no further benefits will be paid until the weekly or monthly benefits, which would have otherwise been payable after the date of settlement, in addition to the amounts already paid by Blue Cross under this provision, equal 75% of the net lump sum amount.

Blue Cross may require a Member to sign an acknowledgement that they are bound by this provision.

Blue Cross may withhold or discontinue disability benefits if the Member refuses or fails to comply with any of the terms of this provision.

Administration Provisions

Communication to Members

The Policyholder is responsible for informing Members of their rights and obligations under this policy, including any changes to, or termination of, benefits.

The Policyholder must provide Members with materials approved by Blue Cross, such as application forms, claim forms and updated Member booklets.

Requirements for Providing Data

The Policyholder must, in a format agreed on by both parties, provide Blue Cross with all information needed by Blue Cross for administrative purposes including:

- completed and signed Member application forms;
- Member beneficiary designations and any subsequent beneficiary changes;
- all information needed to determine the premium and coverage amounts applicable to each Member;
- confirmation of any Member Salary increases within 31 days of the increase;
- the names and termination dates of Members whose employment is terminated; and
- the names of any Participants who no longer meet eligibility requirements. This information must be provided before the date the Participant is no longer eligible.

The Policyholder must ensure all information provided to Blue Cross is accurate, complete and timely. Blue Cross is not liable for any payments made as a result of inaccurate, incomplete or untimely information. Blue Cross may recover from the Policyholder any payments made on that basis.

If the Policyholder fails to notify Blue Cross that a Participant is no longer eligible for coverage, the Participant's coverage will not remain in force beyond the date they were no longer eligible for coverage, even if premiums have been paid for that Participant. Blue Cross will refund any overpaid premiums, up to a maximum of 12 months.

Blue Cross may request to review the Policyholder's Salary records or other files to verify Employee participation, amounts of coverage and premium amounts to be paid.

Misstatement of Age

Benefits and premiums are based on the actual age of the Participant at the time of the event resulting in a claim. If Blue Cross discovers the age used is inaccurate, premiums and benefits will be adjusted to correspond to the amounts that would have been provided if the age had not been misstated. If the Participant is not eligible for coverage due to age, the coverage will be voided and a fair adjustment of premiums between Blue Cross and the Policyholder will be made for the time the coverage based on the misstated age was in force.

Clerical Errors

A clerical or technical error will not influence the rights of Blue Cross or any person having a beneficial interest in the coverage under this policy. If such error is discovered:

- the amount of coverage will be that which would have been in force had there been no such error; and
- a fair adjustment of contributions between Blue Cross and the Policyholder will be made.

Beneficiary

Unless otherwise designated, all benefits are payable to the Member.

Administration Provisions

Death Benefits

Benefits payable as a result of the Member's death will be paid to the Member's last designated beneficiary or beneficiaries.

Subject to the provisions of the law, the beneficiary is the person designated by the Member on their application form. The Member may change their beneficiary by submitting a signed written declaration to Blue Cross.

If 2 or more beneficiaries are designated (other than alternatively) without any specification as to how the death benefit will be divided, the benefit payable will be divided equally among the designated beneficiaries.

If a designated beneficiary dies before the Member, the Member must designate a new beneficiary. If the Member dies before designating a new beneficiary, the deceased beneficiary's share will be payable:

- to any surviving beneficiaries in equal shares; or
- if there is no surviving beneficiary, to the Member's estate.

If a Member dies and a beneficiary has not been named in writing, the death benefit will be payable to the Member's estate.

Previous Group Insurance Policy

If this policy replaces a previous group insurance policy that contained a life benefit, the beneficiary designations for the life benefit under the previous group insurance policy are not continued under this policy.

Policy Provisions

Policy Amendments

This policy can be amended in the following manners:

- at any time by the written agreement of the Policyholder and Blue Cross;
- on the effective date of a change in legislation or a change to any government-sponsored plan or program that entails a change in benefits payable under this policy; or
- by unilateral decision of Blue Cross:
  - on any Policy Anniversary or renewal date by giving 31 days written notice to the Policyholder; or
  - at any time, if the Policyholder does not object to any of the revised terms and conditions within 31 days following receipt of the amendment. In the absence of any objection, the amendment is considered effective.

The Policyholder is deemed to have agreed to an amendment proposed by Blue Cross if the written proposed amendment is signed by an authorized representative of the Policyholder or if premiums are paid within 60 days after the Policyholder is given a copy of the proposed amendment.

Policy Termination

Termination by the Policyholder

The Policyholder may terminate the policy at any time by giving at least 31 days advance written notice to Blue Cross.

Termination by Blue Cross

Blue Cross may terminate the policy:

- on any Policy Anniversary or renewal date by providing written notice to the Policyholder at least 31 days before this date, in which case the termination will take effect at 12:01 a.m. on the Policy Anniversary or renewal date; (Due to IFRS17 this statement cannot be changed without explicit prior consent from Blue Cross) or
- at any time, subject to 31 days written notice, if the Policyholder is in violation of any terms of the policy.

Participation Requirements

Blue Cross may terminate the policy at any time, subject to 31 days written notice, if the participation of eligible Employees does not reach the percentage outlined in the Summary of Benefits.

When assessing the participation percentage, Employees who have waived coverage for Health Benefits because of similar coverage under another group policy are still considered as participating in the policy.

Member Rights on Policy Termination or Replacement

This policy will be administered according to all applicable legislation and CLHIA guidelines dealing with the continuation of coverage following policy termination and the replacement of group coverage.

Exceptions under the Policy

Blue Cross will not waive its rights or make an exception under this policy based on having previously waived, delayed or made an exception to the enforcement of its rights.

Policy Provisions

Application of Provisions

The provisions listed under *Definitions*, *Coverage* provisions, *Waiver of Premium* provisions, *Premium* provisions, *Claim* provisions, *Administration* provisions and *Policy* provisions apply to each benefit under this policy unless the meaning attributed to a defined term or provision is inconsistent or incompatible with the meaning attributed to the same term or provision within the benefit provisions. In the event of incompatibility, the meaning set out in the benefit provisions will prevail.

Non-Participation

This policy will not participate in a distribution of the surplus or profits of Blue Cross.

Assignment

A Participant or beneficiary is not allowed to assign any interest in the coverage or benefits provided under this policy. In certain circumstances, however, Blue Cross may permit assignment to an Approved Provider.

Legal Currency

All payments and sums referred to in this policy are payable in Canadian currency.

Conformity with Existing Laws

Any provision of this policy that is in conflict with any applicable provincial or federal law of the Member's province of residence is considered automatically amended to conform to the minimum requirements of that law.

Privacy of Information

Both Blue Cross and the Policyholder agree that the collection, use, disclosure and retention of personal information undertaken in the course of administering this policy will be in accordance with the provisions of applicable privacy legislation.

The Entire Policy

This policy is being issued on the basis of the information provided in the Policyholder's application for coverage and any individual Employee's applications, if applicable.

This policy constitutes the entire policy and replaces all prior agreements and understandings between the parties, whether written or verbal, with respect to this subject matter. Any amendment to this policy must be in writing and made in accordance with the *Policy Amendments* provision of this policy.