



HEALTHCARE BENEFIT TRUST Plan Document

Rev 10/2019

HEALTHCARE BENEFIT TRUST PLAN DOCUMENT

The Healthcare Benefit Trust is established pursuant to an Agreement and Declaration of Trust which gives the Trustees of the Healthcare Benefit Trust authority to create and administer the Plan.

An individual's rights and obligations that relate to the benefits provided by the Healthcare Benefit Trust arise from, and will be determined pursuant to the terms of this Plan Document. The Trust has authority over the content of the Plan Document and the Plan Document may impose obligations on individuals in addition to those set out in the Applicable Collective Agreement. However, the Plan Document can neither give an individual benefits to which he or she is not entitled under the terms of the Applicable Collective Agreement nor relieve an individual of obligations created by the Applicable Collective Agreement. If there is a discrepancy between the two documents the Plan Document will be interpreted so that it neither gives an individual benefits to which he or she is not entitled under the terms of the Applicable Collective Agreement nor relieves an individual of an obligation imposed by the Applicable Collective Agreement.

I: DEFINITIONS

Unless the context otherwise requires, all words and terms used herein which are defined in the Trust Agreement shall have the same meaning as is given to them in the Trust Agreement, and the following words and phrases shall have the following meaning:

- A. **"Applicable Collective Agreement"** means a collective agreement that contains health and welfare provisions that the Health Employers Association of B.C. has approved as part of the Plan.
- B. **"Employee"** means a Participating Employee as that term is defined in the Trust Agreement and includes Excluded Employees and Unionized Employees.
- C. **"Employer"** means an Employer as that term is defined in the Trust Agreement.
- D. **"Excluded Employee"** means an Employee who is not subject to any collective agreement.
- E. **"Plan"** means the Plan, effective December 1, 1993, referred to in the Trust Agreement. This Plan defines the health and welfare benefits to be provided under the Trust Agreement including the conditions of eligibility for, and limitations on, such benefits. Participating Employees as at December 1, 1993 include any person who on December 1, 1993 was a "Participating Employee" under the terms of the Trust Agreement for the HLRA Health and Benefit Trust Fund. The transfer of a person from participation in the HLRA Health and Benefit Trust Fund and the HLRA Health and Benefit Plan to participation under the Healthcare Benefit Trust's Trust Agreement and under this Plan will not result in the recommencement of any period of time or any limitation on benefits to be provided. That is, for the purpose of determining eligibility or entitlement to benefits and limitations on benefits (including calculation of deductibles), amounts expended and time passed in order to qualify for benefits under the HLRA Health and Benefit Plan are deemed to be amounts expended and time passed under this Plan.
- F. **"Trust Agreement"** means the Agreement and Declaration of Trust which was made as of the 1st day of December, 1993 between the Health Employers Association of British Columbia of the first part and the Trustees therein named of the second part.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

I: DEFINITIONS (cont.)

- G. **“Unionized Employees”** means an Employee who is a member of a bargaining unit that is party to an Applicable Collective Agreement.

Wherever the singular is used through this Plan, the same shall include the plural or body corporate or body politic and vice versa whenever the context so requires. Any reference herein to a physician, surgeon, podiatrist, dentist, pharmacist, chiropractor or any other professional person means a person duly qualified and licensed to practise his/her profession under the laws of the jurisdiction under which he/she is practising.

II: ELIGIBILITY

A. REGULAR EMPLOYEES

1. Unionized Employees who are full-time or part-time as these terms are defined in the Applicable Collective Agreements, are eligible for benefits as a condition of employment.
2. Full-time and part-time Excluded Employees whose benefit plan has been approved by the Health Employers Association of B.C. are eligible for benefits as provided in the Plan.

B. CASUAL EMPLOYEES

Casual Employees, as these terms are defined in the Applicable Collective Agreements, are eligible for certain benefits as provided in the Applicable Collective Agreements.

C. DEPENDENTS

Dependents, as defined in Sections V:D 1(f), V:E 1(f), and V:F 1(a), are eligible for Dental, EHC and/or Dependent Life benefits as provided in Sections V:D, V:E and V:F.

III: EFFECTIVE DATE OF COVERAGE

The effective dates of coverage for Unionized Employees shall be as set out in the Applicable Collective Agreements or, for Excluded Employees, as set out in the terms of their non-contract employment.

IV: ADMINISTRATION

The Trust Agreement provides that the Trustees may engage persons to provide Employees with the benefits as provided in the Plan and to assist in the administration of the Plan. The Trustees may delegate any of their administrative powers or duties to any person engaged to assist in the administration of the Plan.

V. BENEFITS PROVIDED *(heading moved 12/2003)*

The benefits provided are as follows**:

- A. Group Life
- B. Accidental Death and Dismemberment (AD & D)
- C. Long Term Disability (LTD)
- D. Dental
- E. Extended Health Care (EHC)
- F. Dependent Life

A. GROUP LIFE

1. Benefit Payable

Upon the death of an Employee there shall be paid to his/her designated beneficiary or, in a case where no beneficiary has been designated, to his/her estate the PRINCIPAL SUM* to which he/she is entitled and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise, in which case the amount as state therein shall be paid.

AMOUNT OF BENEFIT:

The PRINCIPAL SUM*.

In certain cases, the PRINCIPAL SUM* includes an Accidental Dismemberment provision as described in Section V:B 2(a).

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V. BENEFITS PROVIDED (cont.)

A. GROUP LIFE (cont.)

2. Termination of Group Life Benefit

An Employee ceases to be eligible for benefits under the Plan on:

- (a) the date he/she no longer meets the definition of Employee; or
- (b) the date he/she ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment.

If any person who has ceased to be an Employee dies within thirty-one (31) days after the date he/she ceased to be an Employee he/she shall, for the purpose of the payment and receipt of Group Life hereunder, be deemed to be an Employee, notwithstanding his/her having ceased to be an Employee.

3. Conversion Option

When entitlement to all or part of Group Life terminates for any reason, the Employee shall be entitled to convert such terminated insurance within the thirty-one (31) day period immediately following termination of the insurance, without evidence of insurability, to an individual policy of life insurance subject to the terms and conditions of issuance of such policy required by the insurer.

The maximum amount that can be converted by an Employee on or after his/her 65th birthday is \$50,000.

4. Advance Payment to Terminally Ill Employees

In certain limited circumstances, the Trustees may provide advance payments as loans to terminally ill Employees upon such conditions and in accordance with such procedures as the Trustees in their sole discretion may from time to time determine.

5. Claims Procedure

In order to obtain payment of a deceased Employee's Group Life benefit, the person asserting a claim must first provide proof satisfactory to the Trustees that he/she is a person entitled to such payment under the provisions of this Plan.

V. BENEFITS PROVIDED (cont.)

B. ACCIDENTAL DEATH AND DISMEMBERMENT (AD & D)

1. Benefit Payable for Accidental Death

Upon the accidental death of an Employee, there shall be paid to his/her designated beneficiary, or in a case where no beneficiary has been designated, to his/her estate the PRINCIPAL SUM* to which he/she is entitled and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT:

The PRINCIPAL SUM*.

2. Benefit Payable for Accidental Dismemberment Or Loss of Use

In respect of any Employee who, as a result of being involved in an accident, suffers loss of a limb, loss of use of a limb, or loss of sight, speech or hearing within a period of 365 days immediately following and inclusive of the date of such accident, there shall be paid a benefit to the Employee as follows:

(a) Accidental Dismemberment

- (i) for loss of both hands, OR both feet, OR one hand and one foot; OR one hand and sight of one eye; OR one foot and sight of one eye: the PRINCIPAL SUM*;
- (ii) for loss of one arm or one leg: three-quarters (3/4) of the PRINCIPAL SUM*;
- (iii) for loss of one hand or one foot: one-half (1/2) of the PRINCIPAL SUM*;
- (iv) for loss of thumb and index finger of one hand, OR all four fingers of one hand: one-quarter (1/4) of the PRINCIPAL SUM*;
- (v) for loss of all the toes of one foot: one-eighth (1/8) of the PRINCIPAL SUM*.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

B. ACCIDENTAL DEATH AND DISMEMBERMENT (AD & D) (cont.)

2. Benefit Payable for Accidental Dismemberment or Loss of Use (cont.)

(b) Accidental Loss of Use

- (i) for loss of use of both hands, OR both feet, OR sight of both eyes, OR one hand and one foot, OR one hand and sight of one eye, OR one foot and sight of one eye, OR hearing in both ears and speech: the PRINCIPAL SUM*;
- (ii) for loss of use of one arm or one leg: three-quarters (3/4) of the PRINCIPAL SUM*;
- (iii) for loss of use of one hand, OR one foot, OR the sight of one eye, OR hearing in both ears, OR speech: one-half (1/2) of the PRINCIPAL SUM*;

Loss of arm, leg, hand, foot or eye means the total and irrecoverable loss of its use. Loss of thumb or fingers means complete severance at or above the metacarpophalangeal joints. Loss of toes means complete severance at or above the metatarsophalangeal joints. Loss of sight, speech or hearing must be complete and irrecoverable.

3. Maximum Benefit Payable

Notwithstanding the provisions of Sections V:B 1 and 2, the PRINCIPAL SUM* is the maximum benefit payable in respect of all injuries suffered by an Employee as a result of any one accident.

4. Exclusions

Payment will not be made under this Section V:B for loss resulting from any of the following:

- (a) Suicide or attempted suicide, while sane or insane.
- (b) Intentionally self-inflicted injury.
- (c) War, insurrection or hostilities of any kind, whether or not the insured was a participant in such actions.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

B. ACCIDENTAL DEATH AND DISMEMBERMENT (AD & D) (cont.)

4. Exclusions (cont.)

- (d) Participating in any riot or civil commotion.
- (e) Bodily or mental infirmity or illness or disease of any kind, or medical or surgical treatment thereof.
- (f) Travel or flight in any aircraft except solely as a passenger in a powered civil aircraft having a valid and current airworthiness certificate, and operated by a duly licensed or certified pilot while such aircraft is being used for the sole purpose of transportation only. Descent from any aircraft in flight will be deemed to be part of such flight.
- (g) Committing or attempting to commit a criminal offence or provoking an assault.
- (h) In the course of operating a motor vehicle while
 - (i) under the influence of any intoxicant, or
 - (ii) if the insured's blood alcohol concentration was in excess of 100 milligrams of alcohol per 100 milliliters of blood.

5. Termination of AD & D Benefit

An Employee ceases to be eligible for benefits under the Plan on:

- (a) the date he/she no longer meets the definition of Employee; or
- (b) the date he/she ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment.

6. Claims Procedure

In order to obtain payment of a deceased Employee's AD & D benefit, the person asserting a claim must first provide proof satisfactory to the Trustees that he/she is a person entitled to such payment under the provisions of this Plan.

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD)

1. Terms Defined

For the purpose of this Section V:C, the following terms shall have the following meaning:

- (a) "Benefit" or "Benefits" means a payment or payments of LTD Benefits paid or payable pursuant to this Plan.
- (b) "Benefit Payment Period" means the period during an Employee's Disability Period in which LTD Benefits are payable. The Benefit Payment Period shall commence on the date immediately following completion by the Employee of the Qualification Period and shall continue up to, and including, the earliest of:
 - (i) the last day on which he/she is no longer Disabled;
 - (ii) the date upon which he/she has been requested to but fails to provide proof satisfactory to the Trustees of his/her continued Disability;
 - (iii) the date of his/her death**;
 - (iv) the Employee's 65th birthday**.
- (c) "Date of Disability" means the date on which an Employee first becomes Disabled.
- (d) "Disabled" means:
 - (i) For the OWN OCCUPATION DISABILITY PERIOD*: the Employee's complete inability as a result of Sickness to perform the duties of his/her own occupation; or

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

1. Terms Defined (cont.)

- (d) "Disabled" means (cont.):
 - (ii) For the ANY OCCUPATION DISABILITY PERIOD*: the Employee's inability as a result of Sickness to engage in any occupation or employment for which he/she is reasonably qualified by education, training or experience or may reasonably become so qualified for wages or compensation, subject always to the limitations set out in Section V:C 12. If the rate of pay of such occupation or employment equals or exceeds the ANY OCCUPATION MAXIMUM*, he/she shall no longer be considered disabled and shall not continue to be eligible for benefits under this Section V:C.
- (e) "Disability" is the condition of an Employee who is Disabled.
- (f) "Disability Period" means the total of a Qualification Period and an Initial Disability Period plus all related Successive Disability Periods.
- (g) "Initial Disability Period" means a period of Disability during which Benefits are payable which:
 - (i) immediately follows a Qualification Period, and
 - (ii) is not a Successive Disability Period for a preceding period of Disability.
- (h) "Physician" means only a doctor or surgeon who is a doctor of medicine (M.D.) and duly licensed to practice medicine.
- (i) "Qualification Period" means the QUALIFICATION PERIOD* during which LTD Benefits are not payable.
- (j) "Rehabilitative Employment" means any occupation or employment for wage or profit or any course or training that entitles the Disabled Employee to receive any remuneration, allowance or other type of payment, provided such Rehabilitative Employment has the approval of the Employee's Physician and the Trustees.
- (k) "Sickness" means illness or disease of any kind and shall include bodily injury.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

1. Terms Defined (cont.)

- (l) "Successive Disability Period"** means a period of Disability which:
 - (i) if attributable to the same Sickness as gave rise to the payment of Benefits during the immediately preceding Benefit Payment Period, begins within six (6) months after the Employee returns to work following termination of such immediately preceding Benefit Payment Period; or
 - (ii) if attributable to a Sickness wholly unrelated to that which gave rise to the payment of Benefits during the immediately preceding Benefit Payment Period, begins within one (1) month after the Employee returns to work following termination of such immediately preceding Benefit Payment Period.
- (m) "2006 Signing Bonus" means a one-time signing bonus payable as of March 31, 2006 to an Employee pursuant to a 2006-2010 collective agreement or a one-time incentive payment payable as of March 31, 2006 to a non-unionized Employee.

2. Benefits Payable

After an Employee has been Disabled for the Qualification Period, there shall be paid to such Employee the Benefit to which he/she is entitled as specified below and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT

LTD BENEFIT*

Industrial Inquiry Commissioner's Recommendation: For the purpose of complying with the recommendations of the Industrial Inquiry Commissioner (V.L. Ready) made on or about May 10, 1996, the Trust will make a one-time lump sum payment of \$1.5 million apportioned to LTD claimants/employees who:

- (a) are in receipt of LTD Benefits as of March 31, 1996;
- (b) have been continuously disabled since at least March 31, 1988; and

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

2. Benefit Payable (cont.)

- (c) are covered by the recommendations of the Industrial Inquiry Commissioner.

Such payments shall be based on the gross monthly Benefits less offsetting payments that may be being made because the claimant is also receiving benefits from the Canada Pension Plan, the Workers' Compensation Board/WorkSafe BC (WCB) or the Insurance Corporation of BC (ICBC), or earnings from Rehabilitative Employment as set out in Section V:C 10.

3. Definition of Earnings

For the purpose of this Section V:C, "earnings" means the following:

- (a) For a salaried Employee: the basic salary paid to him/her on a monthly basis at the Date of Disability.
- (b) For a full-time hourly paid Employee: that amount which is the product of his/her basic hourly rate of pay at the Date of Disability and the total number of hours he/she is required to work in a one month period by the terms of the Applicable Collective Agreement.
- (c) For a regular part-time hourly paid Employee: that amount which is the product of his/her basic hourly rate of pay at the Date of Disability and the average monthly hours worked by him/her during the twelve (12) month period immediately preceding the Date of Disability or the period since his/her effective date of coverage if less than twelve (12) months**.

Isolation allowance, wherever applicable, is included in "earnings". Overtime and premiums (e.g. shift differential, qualification differential) are not included in "earnings."

Despite the foregoing, a 2006 Signing Bonus paid to an Employee shall not be considered "earnings" for the purposes of this Section V:C.

4. Integration with Other Disability Income

If a Disabled Employee is entitled to any other disability income as a result of the same Sickness that caused him/her to be eligible to receive Benefits under this Section V:C, the Benefits shall be reduced by one hundred percent (100%) of such other disability income.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

4. Integration with Other Disability Income (cont.)

Other disability income includes, but is not limited to**:

- (a) any amount payable under any Workers' Compensation Act or law or any other legislation of similar purpose;
- (b) any amount the Disabled Employee receives from any group insurance, wage continuation, or pension plan of the Employer that provides disability income;
- (c) any amount of disability income provided by any compulsory act or law, including no-fault auto insurance, but excluding payments from ICBC with respect to injuries suffered in motor vehicle accidents that occurred on or after May 17, 2018;
- (d) any periodic primary disability benefit payment** from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the Disabled Employee is entitled or to which he or she would be entitled if his or her application for such a Benefit were approved;
- (e) any amount of disability income provided by any group or association disability plan to which the Disabled Employee might belong or subscribe; and
- (f) any damages or money received as compensation for income loss, as a result of either a settlement or damage award against a third party, but excluding payments from ICBC with respect to injuries suffered in motor vehicle accidents that occurred on or after May 17, 2018.

Private or individual disability plan benefits of the Disabled Employee shall not reduce the Benefit from this Plan.

The amount by which the LTD Benefit from this Plan is reduced by other disability income shall be the amount to which the Disabled Employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements shall not further reduce the Benefit from this Plan**.

If a Disabled Employee receives any employment or self-employment income, except as allowed under Section V:C 10 as earnings from approved Rehabilitative Employment, then the regular monthly LTD Benefit shall be reduced by one hundred percent (100%) of such income, regardless of whether the income arises from the same Sickness that caused him or her to be eligible to receive Benefits under this Section V:C. For clarity, employment or self-employment income shall include, but not be limited to, pay in lieu of notice of termination, salary continuance, severance pay, or a retiring allowance.

For greater certainty, a 2006 Signing Bonus paid to a Disabled Employee shall not be considered other disability income and shall not reduce the LTD Benefit from this Plan.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

5. Integration With Sick Leave Credits**

Employees who still have unused sick leave credits after the Qualification Period when the LTD benefit becomes payable, and who are not required to first exhaust their sick balance, have the option of:

- (a) exhausting all sick leave credits before receiving the LTD Benefit;
- (b) using sick leave credits to top up the LTD Benefit; or
- (c) banking the unused sick leave credits for future use.

6. Employment Status During the Period Between Expiration of Sick Leave Credits and Receipt of LTD Benefits**

Employees who will be eligible to submit a claim for LTD Benefits shall not have their employment terminated; following expiration of their sick leave credits they shall be placed on unpaid leave of absence until receipt of LTD Benefits.

7. Claims Procedure**

Proof of Disability satisfactory to the Trustees must be provided to the Trustees within forty-five (45) days after commencement of the Benefit Payment Period. Failure to provide such proof within the period stated shall not invalidate nor reduce the claim if the Trustees determine that it was not reasonably possible to file such proof within such time, provided such proof is provided no later than six (6) months from the date it would otherwise be required.

LTD Benefits are payable monthly during the Benefit Payment Period. When an Employee is Disabled for part of a month, the Benefit for that month will be pro-rated.

8. Medical Care

LTD Benefits will be paid hereunder only while the Employee is under the full-time care of a Physician. The extent of medical care required for an Employee to be entitled to receive payment of LTD Benefits hereunder shall be determined by the Trustees. In making such determination, the Trustees shall take into account good medical practice relative to the cause and nature of the Employee's Disability,

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

8. Medical Care (cont.)

including the frequency of such Employee's visits with his/her Physician. Should an Employee fail to visit his/her Physician as frequently as good medical practice dictates, his/her LTD Benefit shall cease.

9. Appeals

Should an Employee claiming LTD Benefits disagree with any determination made by the Trustees of the Plan in accordance with the provisions of Section V:C 8, such Employee is entitled to have such determination reviewed by the Trustees.

The Employee is also entitled to have the determination reviewed by a claims review committee, if specified in the Applicable Collective Agreement**. The decision of a majority of the said claims review committee shall be adhered to by such Employee and by the Trustees of the Plan subject to any modification or reversal of same as a result of arbitration under the provisions of the Applicable Collective Agreement.

10. Rehabilitation

If an Employee becomes Disabled and, during his/her period of Disability engages in Rehabilitative Employment, his/her regular monthly Benefit from the Plan shall be reduced by a percentage (REHABILITATION PERCENTAGE*) of the Employee's earnings from such Rehabilitative Employment. If his/her income from Rehabilitative Employment, other disability income, and the Benefit paid under the Plan exceeds a MAXIMUM PERCENTAGE* of his/her earnings at Date of Disability, the Benefit from this Plan shall be further reduced by such amount in excess.

The Rehabilitative Employment of a Disabled Employee shall continue until such time as the Employee's earnings from Rehabilitative Employment exceed the MAXIMUM PERCENTAGE* of the Employee's earnings at the Date of Disability, but in no event for more than twenty-four (24) months from the date Rehabilitative Employment commences**.

If earnings are received by an Employee during a period of Disability and if such earnings are derived from employment which has not been approved as Rehabilitative Employment, including any employment or self-employment income as set out in Section V:C 4, then the regular monthly LTD Benefit from the Plan shall be reduced by one-hundred percent (100%) of such earnings.

For greater certainty, a 2006 Signing Bonus paid to a Disabled Employee shall not reduce the LTD Benefit from this Plan.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

11. Third Party Responsibility

Not applicable to LTD Benefits paid for an ICBC-insured motor vehicle accident that occurred on or after May 17, 2018.

If an Employee's Disability has been caused in whole or in part by some wrongful or unlawful act or omission of some person or persons other than the Employee and/or his/her Employer, or a person covered under any Workers' Compensation Act or ICBC, and if the Employee, as a result of any claim made or which could be made by the Employee, receives or would have been entitled to receive a sum or sums of money to compensate the Employee for loss of earnings:

- (a) he/she shall forthwith notify the Trustees of the amount of and the date upon which he/she received any monies to compensate him/her for any loss of earnings, and shall pay to the Trustees the whole or such lesser amount thereof as the Trustees in writing direct to offset benefit payments made or to be made to him/her under this Section V:C; or
- (b) if he/she has for any reason neglected or failed to make any such claim or claims for loss of earnings, the Employee may be required by the Trustees to make such claim or claims or authorize the Trustees to make the same in the name of and for and on behalf of the Employee and to receive the proceeds of such claim or claims and to apply them to indemnify the Trustees for their costs and expenses in making such claim or claims and to offset the benefit payments made or to be made to him/her under this Section V:C.

Should any Employee fail to comply with the provisions of this Section V:C 11, the Trustees may refuse to make any, or any further, benefit payments to him/her until he/she has complied with such provisions to the satisfaction of the Trustees.

12. Limitations

No LTD Benefit will be paid or payable for claims resulting from:

- (a) any period of Disability where the Employee is not under the care of a Physician;
- (b) war, insurrection, rebellion, or service in the armed forces of any country;
- (c) voluntary participation in a riot or civil commotion, except while an Employee is the course of performing the duties of his/her or her regular occupation;

V: BENEFITS PROVIDED (cont.)

C. LONG TERM DISABILITY (LTD) (cont.)

12. Limitations (cont.)

- (d) intentionally self-inflicted injuries or illness;
- (e) a pre-existing condition**;
- (f) abuse of drugs or alcohol, unless confined in a hospital or satisfactorily participating in a program of rehabilitation within 13 weeks of the commencement of disability or an organic disease is present which would still cause total disability**.

13. Termination of LTD

An Employee ceases to be eligible for benefits under the Plan on:

- (a) the date he/she no longer meets the definition of Employee; or
- (b) the date he/she ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment; or

An Employee who is in receipt of LTD Benefits shall cease to be eligible for LTD Benefits at the end of the Benefit Payment Period.

D. DENTAL

1. Terms Defined

For the purpose of this Section V:D, the following terms shall have the following meanings:

- (a) "Basic Medical Plan" for Employees in B.C. means the medical services plan established under the Medical Service Act of British Columbia as amended from time to time or under legislation in substitution thereof and any other medical services plan designated from time to time by the Trustees.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

1. Terms Defined (cont.)

- (b) “Dental Fee Schedule” means the schedule of services of a Dentist and fees therefore established by the Trustees in effect at the relevant time.
- (c) “Dental Mechanic” means a person duly licensed to practise as a dental mechanic under the Dental Technicians Act of B.C. or any similar legislation in another jurisdiction.
- (d) “Dental Mechanic Fee Schedule” means the schedule of services of a Dental Mechanic and fees therefore established by the Trustees in effect at the relevant time.
- (e) “Dentist” means a person duly qualified and legally licensed to practise dentistry, including an oral surgeon, provided that such person renders a service within the scope of his license.
- (f) “Dependent” means a person who is not an Employee and who is:
 - (i) the husband or wife of an Employee;
 - (ii) the common-law spouse* of an Employee;
 - (iii) an unmarried child of an Employee or the Employee’s spouse under the age of 21 years provided such child is mainly dependent on and living with the Employee or his/her spouse;
 - (iv) an unmarried child of an Employee or the Employee’s spouse of any age provided the child is in full-time attendance at a recognized school, college or university and is mainly dependent on the Employee or his/her spouse; or
 - (v) an unmarried mentally or physically handicapped child of an Employee or the Employee’s spouse of any age, provided such child is mainly dependent on and living with the Employee or his/her spouse;

and who has satisfied any other requirements of the Trustees.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

1. Terms Defined (cont.)

“Child” as used in this Section V:D includes an adopted or step child and “mainly dependent” means relying principally upon an Employee or an Employee’s spouse for support. The Trustees shall have sole and exclusive right to determine whether a child is mainly dependent for the purpose of providing benefits under Section V:D.

(g) “Eligible Expenses” means the expenses set forth in Section V:D 3 when actually incurred by an Employee for reasonable and necessary dental services and supplies performed or ordered by a Dentist or Physician (unless otherwise specifically provided) to or for an Employee or one of his/her Dependent(s), provided such expenses were incurred while the Employee was eligible for benefits under this Section V:D for the person receiving the services or supplies.

(h) “Family” means an Employee together with all his/her Dependents (if any).

(i) “Physician” means only a doctor or surgeon who is a doctor of medicine (M.D.) and duly licensed to practise medicine.

2. Benefits Payable

Where an Employee or his/her Dependent incurs Eligible Expenses, the Plan will pay the amount to which he/she is entitled as specified below and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

If an Employee or Dependent incurs expenses for which reimbursement is claimed, the Plan shall pay only for Eligible Expenses as described in Section V:D 3.

AMOUNT OF BENEFIT

DENTAL BENEFIT*

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

3. Eligible Expenses

Subject to Section V:D 4, an Eligible Expense is:

PART A

This section covers basic services.

(a) Diagnostic

All the necessary procedures to assist the Dentist in evaluating the existing conditions and the dental care required. These services include:

- (i) Examinations and consultations – A complete oral examination will not be paid for any patient more than once in any three year period or if benefits have been paid under this Plan for any examination during the past six months.
- (ii) Standard Oral Examinations – Two per calendar year.
- (iii) Roetgenology as required by the attending Dentist with full-mouth x-rays not more often than once in every thirty-six month period.
- (iv) All x-rays are subject to a maximum per calendar year as determined by the Trustees from time to time.

(b) Preventive Therapy

- (i) Prophylaxis limited to twice in any calendar year.
- (ii) Topical fluoride applications limited to two applications in any calendar year.

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

3. Eligible Expenses (cont.)

(b) Preventive Therapy (cont.)

- (iii) Space Maintainers – When placed primarily to maintain space and not for orthodontic purposes. If a space maintainer is primarily placed to maintain space and secondarily to regain lost space, then this Plan covers the cost of the appliance, but this Plan does not cover the cost of activating wires and visits. If, on the other hand the appliance is placed primarily for obtaining more space, then neither the appliance nor the visits are covered.
- (iv) Sealants (pit and fissure) – limited to once per tooth within a two year period.
- (v) Scaling, root planing and gingival curettage.

(c) Oral Surgery

Extractions and other surgical procedures, including pre- and post-operative care, performed by a Dentist.

(d) Restorative Dentistry

All the necessary procedures to restore the natural teeth to normal function including amalgams, silicate, plastics, synthetic porcelain, and metal prefabricated restorations. Pre-approval by the Trustees is recommended. If the Employee or his/her Dependent chooses to have white fillings in a molar(s), he/she is responsible for any additional charge. Gold may be used only where no other material is adequate and only with prior approval of the Trustees. The tooth surface is covered only once regardless of the number of restorations placed thereon or therein. Restoration services shall include where necessary:

- (i) Inlays and Onlays – For repair of badly broken-down teeth where other restorative material could not be used satisfactorily.
- (ii) Gold Foils – Where other material would be inadequate.

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

3. Eligible Expenses (cont.)

(d) Restorative Dentistry (cont.)

- (iii) Prosthetic Repairs Services – All necessary procedures required to repair or reline fixed or removable appliances. Repairs or relines to dentures may be carried out by a Dentist or Dental Mechanic. Relines will not be covered more often than once in a twenty-four month period. The cost of temporary dentures is not eligible for payment.

(e) Endodontics

Necessary procedures for the treatment of pulpally involved teeth, including non-vital teeth.

(f) Periodontics

Procedures necessary for the treatment of diseases of the soft tissue and the bone surrounding and supporting the teeth, but not including bone and tissue grafts.

PART B**

This section covers major restorative services and prosthetics. The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement of teeth that are missing. A service under Part B is only eligible for payment once every 5 years.

(a) Restorative Services

- (i) Crowns – For rebuilding natural teeth where other restorative material cannot be used satisfactorily. Certain materials will not be authorized by the Trustees for use on molars.
- (ii) Inlays and onlays involved in bridgework.
- (iii) Veneers

(b) Prosthetics

Fixed and removable prosthetics to replace missing natural teeth.

- (i) Full upper and/or lower denture – Will not be provided more often than once every five years.

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

3. Eligible Expenses (cont.)

(b) Prosthetics (cont.)

- (ii) Partial dentures – Will not be provided more often than once every five years.

Dentures may be provided by either a Dental Mechanic or Dentist. The costs of lost, broken or stolen dentures are not eligible for reimbursement.

- (iii) Crowns and Bridges – To artificially replace missing teeth. Where crowns and bridges are paid for under this section, no further payment will be made to replace such crown and bridge until a period of five years has expired from the date of prior service unless this rule is waived by the Trustees for any particular Employee or Dependent because of particular circumstances.

- (iv) Periodontal appliances including bruxing guards: 2 (one upper and one lower) every five years. The costs of lost or stolen bruxing guards are not eligible for reimbursement.

PART C**

This section covers braces.

Before commencing treatment, a completed orthodontic treatment plan must be submitted to the dental claims payer for approval.

The costs of lost or stolen braces are not eligible for reimbursement.

4. Limitations

Expenses incurred for the following are not Eligible Expenses:

- (a) Services which are not routinely performed by a Dentist or Dental Mechanic or which are not in the opinion of the Trustees reasonable and necessary in the circumstances to maintain or restore teeth;
- (b) Services for which any benefits are payable under the Basic Medical Plan whether or not a claim is made thereunder;

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

4. Limitations (cont.)

- (c) Services in excess of or not set forth in the Dental Fee Schedule or the Dental Mechanic Fee Schedule;
- (d) Services which relate to or are necessitated by reason of:
 - (i) war or any act of war or participation in a riot or civil insurrection;
 - (ii) injury which was intentionally self-inflicted, whether sustained or suffered while sane or insane; or
 - (iii) the commission by the Employee or his/her Dependent receiving the services of any unlawful act, including an offence under the Criminal Code of Canada.
- (e) Services purely cosmetic in nature or with respect to congenital malformations, temporary dentistry, procedures performed for congenital malformations, oral hygiene instruction or tissue grafts;
- (f) Drugs or medicines;
- (g) Implants for dentures and bridgework and/or services performed in conjunction with implants;
- (h) Charges for an unkept appointment;
- (i) Charges for completing forms, written reports, communication costs or charges for translating documents into English;
- (j) Charges necessitated as a result of a change of Dentist or Dental Mechanic unless otherwise authorized by the Trustees;
- (k) Services available without cost or at nominal cost under or pursuant to any statute or from any government department or agency or any public or tax supported agency, including without limitation, the Department of Veterans' Affairs, ICBC or any Workers' Compensation Board;
- (l) Room charges and some anesthetics;
- (m) Expenses incurred prior to eligibility date or following termination of insurance;

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

D. DENTAL (cont.)

4. Limitations (cont.)

- (n) Any service in conjunction with temporomandibular joint problems;
- (o) Services required as a result of an accident for which a third party is responsible;
- (p) Travel expenses incurred to obtain dental treatment; and
- (q) Services, medical supplies or equipment purchased from practitioners or providers who are considered by the Trustees to be ineligible or where the Trustees refuse the claim based on their qualifications or conduct.

5. Claims Procedures

Written notice of a claim for reimbursement of Eligible Expenses and proof of entitlement, as may be prescribed by the Trustees, must be received by the Trustees within one (1) year after the date the Eligible Expense was incurred and neither the Plan nor the Trustees shall have liability if a claim for benefits and proof of entitlement thereto is not received by the Trustees by that time.

6. Termination of Dental

An Employee ceases to be eligible for benefits under this Plan at the end of the month** in which he/she:

- (a) no longer meets the definition of Employee; or
- (b) ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment.

Claims for reimbursement of Eligible Expenses incurred by the Employee or Dependent prior to the date he/she or the Dependent ceases to be eligible shall be paid by the Plan, provided the claim is submitted in accordance with the Claims Procedures.

A Dependent shall cease to be eligible for this benefit on the earlier of:

- (a) the end of the month in which the person ceases to be a Dependent; or
- (b) the date of termination of the Employee's coverage.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC)

1. Terms Defined

For the purpose of this Section V:E, the following terms shall have the following meaning:

- (a) “Acute Cases” means conditions having a sudden onset with a sharp rise and a course less than 60 days but does not include conditions due mainly to chronic illness, alcoholism, mental illness, drug addiction, tuberculosis, or infirmity.
- (b) “Approved Acute General Hospital” means a hospital which is duly recognized by an authorized federal, provincial, territorial, or municipal regulatory body and operated for the purpose of providing diagnosis, treatment and care for acute illness or disability and such other institutions providing like services as the Trustees may designate from time to time, but does not include nursing homes, rest homes, hospitals or other institutions providing mainly for the care or treatment of chronic illness, alcoholism, mental illness, drug addiction, tuberculosis, convalescents, the aged or the infirm or any combination thereof.
- (c) “Basic Medical Plan” for Employees in B.C. means the medical services plan established under the Medical Service Act of British Columbia as amended from time to time or under legislation in substitution thereof and any other medical services plan designated from time to time by the Trustees.
- (d) “Deductible” means the DEDUCTIBLE* which is that amount of Eligible Expenses incurred by an Employee and/or Dependents in a calendar year for which the Employee is not entitled to reimbursement.
- (e) “Dentist” means a person duly qualified and legally licensed to practise dentistry, including an oral surgeon, provided that such person renders a service within the scope of his/her licence.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

1. Terms Defined (cont.)

- (f) “Dependent” means a person who is not an Employee and who is:
- (i) the husband or wife of an Employee; or
 - (ii) the common-law spouse* of an Employee; or
 - (iii) an unmarried child of an Employee or the Employee’s spouse under the age of 21 years provided such child is mainly dependent on and living with the Employee or his/her spouse; or
 - (iv) an unmarried child of an Employee or the Employee’s spouse of any age provided the child is in full-time attendance at a recognized school, college or university and is mainly dependent on the Employee or his/her spouse; or
 - (v) an unmarried mentally or physically handicapped child of an Employee or the Employee’s spouse of any age, provided such child is mainly dependent on and living with the Employee or his/her spouse;

and who has satisfied any other requirements of the Trustees..

“Child” as used in this Section V:E includes an adopted or step child and “mainly dependent” means relying principally upon an Employee or an Employee’s spouse for support. The Trustees shall have sole and exclusive right to determine whether a child is mainly dependent for the purposes of providing benefits under this Section V:E.

- (g) “Eligible Expenses” means the expenses set forth in Section V:E 3 hereof when actually incurred by an Employee or Dependent for reasonable and necessary medical services or supplies administered or ordered by a Physician (unless otherwise specifically provided) to or for an Employee or one of his/her Dependents by reason of Injury or Sickness, provided such expenses were incurred while the Employee was eligible for benefits under this Section V:E for the person receiving the services or supplies.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

1. Terms Defined (cont.)

- (h) “Family” means an Employee together with all his/her Dependents (if any).
- (i) “Hospital Program” means a program of hospital insurance established by a provincial or territorial government.
- (j) “Injury” means a bodily injury to a person which is caused by an accident to such person occurring while an Employee or Dependent hereunder and which results directly from such accident and independently of all other causes.
- (k) “PharmaCare” means the PharmaCare programs set out in the Continuing Care Programs Regulation as amended from time to time or any legislation, regulation or government program in substitution therefor.
- (l) “Physician” means only a doctor or surgeon who is a doctor of medicine (M.D.) and duly licensed to practise medicine.
- (m) “Sickness” means an illness or disease suffered by a person while he/she is an Employee or a Dependent.

2. Benefits Payable

Where an Employee or his/her Dependent incurs Eligible Expenses, the DEDUCTIBLE* shall be deducted per person or Family in each calendar year. After the Deductible has been satisfied, the Plan will pay to such an Employee the amount to which he/she is entitled as specified below and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT

EXTENDED HEALTH CARE BENEFIT*

Maximum Benefit = EXTENDED HEALTH CARE MAXIMUM*

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

2. Benefits Payable (cont.)

If at any time a person provides, at his own expense, evidence satisfactory to the Trustees of a complete recovery and a state of good health, then the EHC MAXIMUM* will be reinstated effective the date the Trustees notify the person of reinstatement.

If an Employee or Dependent incurs expenses for which reimbursement is claimed, the Plan shall pay only for Eligible Expenses as described in Section V:E 3.

3. Eligible Expenses

Subject to Section V:E 4, Eligible Expenses are the following:

- (a) Acupuncturist: fees of an approved or licensed acupuncturist for services rendered, subject to any EHC LIMIT*;
- (b) Ambulance: where such transportation is advised by a Physician, return fare for transportation of a patient in an emergency by ambulance, railroad, boat or airplane, and in an acute emergency by air ambulance, from the place where the Injury or Sickness occurs to the nearest Approved Acute General Hospital with adequate facilities to provide the required treatment, including the return fare of one attending Physician, nurse or first aid attendant where such person is necessary to care for the patient during transport. In an acute emergency, the advice of a Physician is not required for transportation by ambulance.

Expenses for the following are not eligible:

- (i) transportation arranged at the patient's convenience;
- (ii) transportation arranged after waiting for hospital accommodation for a condition not requiring immediate transportation to the hospital; and
- (iii) transportation for the removal of a patient from one hospital to another except in cases where the hospital from which the patient is removed has inadequate facilities to provide the required treatment;

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

3. Eligible Expenses (cont.)

- (c) Chiropractor: fees of a chiropractor for treatment rendered, other than for x-rays, subject to any EHC LIMIT*;
- (d) Clinical Psychologist: fees of a registered psychologist**, subject to any EHC LIMIT*;
- (e) Dentist: fees of a Dentist for repairs to, or replacement of, natural teeth only (and not repairs to, or replacement of, dentures) calculated on the basis of the Dental Fee Schedule established by the Trustees, in effect at the time the expense is incurred less any amount payable under any dental care plan, provided the services of the Dentist were necessitated by an Injury to natural teeth by a direct blow to the external mouth or face resulting in immediate damage to the natural teeth and not by an object knowingly or unknowingly being placed in the mouth and provided the treatment occurs within one year after the date of the Injury;
- (f) Diabetes Equipment: charges for diabetes testing equipment**, including glucometre;
- (g) Employment Medicals: charges of a Physician for a medical examination required by a statute or regulation of government for employment purposes, providing such charges are not payable by the Employer under an Applicable Collective Agreement;
- (h) Hearing Aids: expenses incurred for the purchase of a hearing aid when prescribed by a Physician or by an audiologist on the recommendation of a Physician. Expenses for repairs are included (up to replacement cost). Expenses for maintenance, batteries, re-charging devices, or other such accessories are not eligible. Expenses for a replacement hearing aid will only be paid in those cases where the original hearing aid cannot, in the opinion of the Trustees, be satisfactorily repaired. Hearing aid expenses are subject to any EHC LIMIT*;

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

3. Eligible Expenses (cont.)

- (i) Hospital Room Charges: charges made by an Approved Acute General Hospital in B.C. for services, medical supplies, co-insurance and short-stay and any additional charge for a private or semi-private room but not charges for the rental of telephones, televisions, radios or similar equipment;
- (j) Naturopath: fees of a naturopath for treatment rendered, other than for x-rays, subject to any EHC LIMIT*.
- (k) Out of Province/Territory Emergencies:
 - (i) in the event of an emergency while travelling outside B.C., charges of an Approved Acute General Hospital for services, medical supplies, co-insurance and short-stay and any additional charge for a private or semi-private room actually occupied if a ward room is not available or if required by a Physician but not charges for the rental of telephones, televisions, radios or similar equipment;
 - (ii) reasonable charges for the services of a Physician to the extent that such charges are not provided for under or exceed the amounts allowed by or under the Basic Medical Plan in effect from time to time;
- (l) Paramedical, Prosthetics and Orthopedic Shoes: charges for oxygen and its administration, charges for ostomy or ileostomy supplies, artificial limbs or eyes, crutches, splints, casts, trusses or braces prescribed by a Physician.

Charges for one pair of orthopaedic shoes or orthotics per person** as prescribed by a Physician or podiatrist and replacements thereof when necessitated by normal wear and tear;
- (m) Physiotherapist and Massage Practitioners: fees (including user fees) of a registered or licensed physiotherapist or massage practitioner (other than a physiotherapist or massage practitioner who is related to, or residing with the Employee), subject to any EHC LIMIT*;

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

3. Eligible Expenses (cont.)

- (n) Podiatrist: fees of a podiatrist for treatment rendered, other than for x-rays, subject to any EHC LIMIT*;
- (o) Prescription Drugs: charges for the following drugs and supplies:
 - (i) drugs purchased from a pharmacist on the prescription of a Physician or, where legally permitted, a Dentist for a maximum thirty-four days supply per prescription or, if the Employee can satisfy the Trustees that a larger supply is necessary and more economical, such larger supply as may be prescribed up to a one hundred day supply per prescription;
 - (ii) injectable drugs provided by a Physician or Dentist;
 - (iii) supplies required for the administration of a prescribed drug;
 - (iv) prescription drugs used for contraceptive purposes**;but not including vitamin injections or food supplements; drugs which do not, by law, require a prescription to be sold; drugs not approved under the Food and Drug Act; or drugs which have not been authorized for payment by the director of the PharmaCare program**.
- (p) Registered Nurses: fees of a registered nurse (other than a nurse who is related to, or residing with the Employee) for special duty nursing in Acute Cases where:
 - (i) the attendance of a registered nurse is required or recommended by a Physician;
 - (ii) the fees are not covered under the Basic Medical Plan;

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

3. Eligible Expenses (cont.)

including, in an emergency situation, such fees incurred outside B.C. to the extent of the fees that would have been paid if the service had been provided in B.C.***;

- (q) Rental or Purchase of Medical Equipment: charges for the rental or, where more economical in the opinion of the Trustees, the purchase of durable equipment required by a Physician for therapeutic treatment including hospital beds, or wheelchairs. However charges for electric wheelchairs or scooters are only eligible if a Physician certifies that the patient is physically incapable of operating a manual wheelchair. TENS and TEMS when prescribed by a Physician for intractable pain. Continuous glucose monitors up to a limit of \$2,000 per year;
- (r) Speech Therapist: fees of a speech therapist recommended by a Physician, subject to any EHC LIMIT*;
- (s) Surgical Stockings and Brassieres:** charges for two pairs of surgical stockings per person per year; charges for one surgical brassiere per person per year when required as a result of medical treatment for illness or injury;
- (t) Vision Care: expenses incurred for the purchase of corrective lenses and/or frames or contact lenses when prescribed by a Physician or Optometrist, subject to any EHC LIMIT*;
- (u) Wigs or Hairpieces: wigs or hairpieces when required as a result of medical treatment or injury, subject to any EHC LIMIT*.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

4. Limitations

Expenses incurred for the following are not Eligible Expenses:

- (a) expenses for benefits, care or services payable by or under the Basic Medical Plan, or any other medical plan or plan of insurance, or ICBC, or any Hospital Program or Workers' Compensation Act whether or not a claim is made thereunder or provided without cost or at nominal cost by any public or tax-supported authority or agency or for which the Employee or Dependent can recover from another party;
- (b) expenses for dental services or care or dentures except as specifically provided in Section V:E 3(e);
- (c) any portion of the fee of a medical or dental practitioner not allowable under the Basic Medical Plan as a result of non-referral;
- (d) any amount of fees in excess of the usual or recognized fees for the service performed, or in excess of the fee under the schedule of costs prescribed in the Basic Medical Plan;
- (e) expenses for services and supplies for cosmetic purposes;
- (f) expenses caused, contributed to or necessitated as a result of:
 - (i) war or any act of war or participation in a riot or civil insurrection;
 - (ii) Injury or Sickness which was intentionally self-inflicted, whether sustained or suffered while sane or insane;
 - (iii) occupational Sickness or Injury which is covered by any Workers' Compensation Board; or
 - (iv) the commission by the Employee or Dependent of any unlawful act including an offence under the Criminal Code of Canada;
- (g) expenses incurred for orthoptic treatment, eye glasses, contact lenses, hearing aids, or prescriptions for any of them except as specifically provided in Sections V:E 3(h) and (t);

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

4. Limitations (cont.)

- (h) charges for benefits, care or services payable by or under any other authority such as a third party (e.g. motor vehicle accident), travel insurance plans, etc. This applies in all cases, whether a claim is made or not;
- (i) charges of an osteopath;
- (j) charges for preventative vaccines**;
- (k) charges for batteries and re-charging devices;
- (l) expenses incurred by a pregnant person while travelling outside of Canada within 21 days of expected delivery date;
- (m) any payment to a medical practitioner whether or not a participant in the Basic Medical Plan in which is demanded or received by means of balanced billing, extra billing or extra charging which represents an amount in excess of the schedule of costs prescribed by the Basic Medical Plan; and
- (n) expenses incurred outside the Province of B.C. except Eligible Expenses incurred under V:E 3(k); and
- (o) services, medical supplies or equipment purchased from practitioners or providers who are considered by the Trustees to be ineligible or where the Trustees refuse the claim based on their qualifications or conduct.

5. Claims Procedures

Written notice of a claim for reimbursement of Eligible Expenses and proof of entitlement as may be prescribed by the Trustees from time to time must be received by the Trustees or their designated nominee the applicable deadline in the year following the calendar year in which such Eligible Expenses were incurred and the Trustees shall have no liability if a claim for benefits and proof of entitlement thereto is not received by the Trustees by that date.

The Trustees may reject any claim if insufficient information is provided to enable a full assessment of the claim or if an attempt is made, except through bona fide error, to make an excessive claim or a claim to which the Employee is not entitled.

The Trustees are not obligated to reimburse an Employee in respect of any claim hereunder more than twice in any calendar year or within less than thirty (30) days after receipt by the Trustees of proof of entitlement.

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<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

E. EXTENDED HEALTH CARE (EHC) (cont.)

6. Termination of EHC Benefits

An Employee ceases to be eligible for benefits under this Plan at the end of the month** in which he/she:

- (a) no longer meets the definition of Employee; or
- (b) ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment.

Claims for reimbursement of Eligible Expenses incurred by the Employee or Dependent prior to the date he/she or the Dependent ceases to be eligible shall be paid by the Plan, provided the claim is submitted in accordance with the Claims Procedures.

Coverage shall also terminate for an Employee or Dependent on the date on which any EHC MAXIMUM* has been paid in respect of the Employee or Dependent, but subject to any reinstatement.

A Dependent shall cease to be eligible for this benefit on the earlier of:

- (a) the end of the month in which the person ceases to be a Dependent; or
- (b) the date of termination of the Employee's coverage.

A Dependent student ceases to be eligible for Vision Care and Hearing Aid benefits as described in Section V:E 3(h) and (t) at the end of the month in which he/she attains age 25**.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

F. DEPENDENT LIFE

1. Terms Defined

For the purpose of this Section V:F, the following terms shall have the following meaning:

- (a) "Dependent" means a person who is not an Employee and who is:
- (i) the husband or wife of the Employee; or
 - (ii) the common law spouse* of the Employee, of the same or opposite sex whom the Employee publicly represents as his/her spouse and has been living with for the past 12 months; or
 - (iii) an unmarried child of an Employee who is at least 14 days of age but under the age of 22 years provided such child is mainly dependent on and living with the Employee; or
 - (iv) an unmarried child of an Employee under the age of 25 years provided such child is in full-time attendance at a recognized school, college or university and is mainly dependent on the Employee; or
 - (v) an unmarried mentally or physically handicapped child of an Employee at least 14 days of age, provided such child is mainly dependent on and living with the Employee;

and who has satisfied any other requirements of the Trustees.

"Child" as used in this Section V:F includes a stepchild, legally adopted child, or legal ward (including a sister, brother, niece or nephew if the Employee stands in place of a parent). "Mainly dependent" means relying principally upon an Employee for support and maintenance. The Trustees shall have sole and exclusive right to determine whether a child is mainly dependent for the purpose of providing benefits under Section V:F.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>

V: BENEFITS PROVIDED (cont.)

F. DEPENDENT LIFE

2. Benefit Payable

Upon the death of a Dependent of an Employee, there shall be paid to the Employee the PRINCIPAL SUM* to which he/she is entitled and as determined by the Trustees, except in such cases where the Applicable Collective Agreement states otherwise, in which case the amount as stated therein shall be paid.

AMOUNT OF BENEFIT

The PRINCIPAL SUM*

3. Termination of Dependent Life Benefit

An Employee ceases to be eligible for benefits under the Plan on:

- (a) the date he/she no longer meets the definition of Employee; or
- (b) the date he/she ceases to be eligible under the Applicable Collective Agreement or under the terms of his/her contract of employment; or
- (c) on the date a dependent ceases to be eligible.

4. Claims Procedure

Upon the death of a Dependent, the Employee must submit written notice of a claim and proof of entitlement as may be prescribed by the Trustees.

<p>* as described in the applicable schedule attached</p> <p>** subject to any variations described in the applicable schedule attached</p>
