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# COVERAGE PROVISIONS

of the

## GenX PLAN

Effective **September 1, 2016**



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# GenX Plan

## Benefits At-A-Glance

### Ambulance/Hospital Benefits

- Ambulance
- Hostel Care
- Semi-Private Hospital Room
- Stretcher Service (Medical Van)

### Extended Health Benefits

- Prescription Drugs
- Tutorial Allowance
- Accidental Dental
- Physiotherapy
- Athletic Therapy
- Occupational Therapy
- Prosthetic and Remedial Equipment
- Eye Exams

### Dental Benefits

**Basic Services** – diagnostic, preventive, extractions and restorative.

**Major Services** – dentures, crowns, bridgework, inlays, pulpal therapy and root canal treatment, treatment of gum disease, general anesthesia and oral surgery.

**Orthodontics** – for treatment commencing prior to a child's 17th birthday.

### Accidental Death and Dismemberment

- Up to \$10,000 Accidental Death and Dismemberment benefit.



A [mybluecross](#)® account allows you access to your plan information anytime, anywhere.

Get quick access to:

- **My Claims:** Submit claims electronically (when signed up for direct deposit), access claim detail, check claim status, look up past claims, review claim payments, or see when a payment was transmitted or issued.
- **My Coverage:** Check who you've listed on your plan, confirm coverage details, review claim requirements, or determine the next eligible date for an eye exam.
- **My Account:** Register for direct deposit and receive payments directly into your bank account, update account information (such as your email or password), or request or print a new ID card at any time.

Visit [mb.bluecross.ca](http://mb.bluecross.ca) to register today!

## *My Good Health*®

My Good Health®, an online health resource site, is available to all Manitoba Blue Cross plan members through [mybluecross](#)®. It's full of information to get you and your family on the road to better health.

Here are some of the great things you can do at My Good Health®:

- Discover new prevention and treatment options
- Learn the details of drugs prescribed to you
- Find out more about natural products and remedies
- Calculate your risks
- Count calories
- Test your health knowledge
- Check your symptoms
- Sign up for our new health e-newsletter
- Access community support



We realize, even with Extended Health Care coverage, it can still be difficult to pay for products and services that exceed the coverage of a benefit plan. For this reason, we introduced our Blue Advantage program, which allows Blue Cross plan members to save on products and services offered by participating providers across Canada. These savings are available to all of our members, regardless of your group or individual plan coverage.

Just present your Blue Cross ID card and mention the Blue Advantage program to the participating provider.

### **What products and services are available?**

- Vision care products
- Medical supplies and equipment
- Dental products
- Hearing products and services
- Items that favour health and wellness, including discounts on magazine subscriptions, gym memberships, vitamins and supplements

For a current list of participating providers and types of savings visit the Blue Advantage website at [blueadvantage.ca](http://blueadvantage.ca) today!

## How to Claim

Claim forms are available on our website at [mb.bluecross.ca](http://mb.bluecross.ca).

We accept photocopies of receipts for all claims. If submitting original receipts, please retain your “Explanation of Benefits” statement for income tax purposes as original receipts will not be returned.

### **Accidental Death and Dismemberment**

Call Manitoba Blue Cross at 204.775.0151 and one of our Customer Service Representatives will assist you with making a claim.

### **Ambulance/Hospital Semi-Private Benefits**

Present your Manitoba Blue Cross ID Card to the service provider for direct billing. If you are required to pay for the services, submit a completed Ambulance/Hospital claim form with an itemized receipt for reimbursement.

### **Dental Benefits**

Present your Manitoba Blue Cross ID Card to your dentist/denturist for optional direct billing. If you are required to pay for the services, submit an itemized receipt along with a Dental claim form completed by your dentist/denturist to Manitoba Blue Cross for reimbursement.

### **Extended Health Benefits**

Present your Manitoba Blue Cross ID Card to the service provider for optional direct billing. If you are required to pay for the services, submit a completed Health Benefits claim form to Manitoba Blue Cross. Be sure to include an itemized receipt and any necessary documentation (e.g. doctor’s prescription) required by your plan. For even faster claim processing, submit your claim electronically at [mb.bluecross.ca](http://mb.bluecross.ca) with [mybluecross®](#).

**Note:** Receipts should be on the service provider's printed letterhead and must clearly indicate:

- name of service recipient
- description of service provided or item purchased
- date(s) of service/purchase
- amount charged per item or service date

### **Prescription Drugs**

Submit a completed Health Benefits claim form along with your official Pharmacare receipt to Manitoba Blue Cross for reimbursement. For even faster claim processing, submit your claim electronically at [mb.bluecross.ca](https://mb.bluecross.ca) with [mybluecross®](#).

**Note:** Receipts must show the service recipient name, name of drug, date purchased, drug identification number (DIN), drug cost and amount paid.

### **Vision (Eye Exam)**

Present your Manitoba Blue Cross ID Card to the service provider for optional direct billing. If you are required to pay for your exam, submit a completed Health Benefits claim form along with an itemized receipt. For even faster claim processing, submit your claim electronically at [mb.bluecross.ca](https://mb.bluecross.ca) with [mybluecross®](#).

## More information about Online Claims Submission

Online Claims Submission, available in [mybluecross®](#), allows you to electronically submit vision, prescription drug, and some extended health benefit claims to Manitoba Blue Cross from the convenience of your own home.

Your claims will be processed faster than submitting a paper claim and your claim payments will be automatically deposited into your bank account through direct deposit in 2-3 business days.

You can access Online Claims Submission by logging into or registering for [mybluecross®](#). You will need to make sure you are signed up for direct deposit as well.

Online claims are subject to random audits. If your claim is audited, you will be required to submit your receipts to Manitoba Blue Cross within 30 days. Even if your claim is accepted without an audit, we ask that you retain your receipts for one year in case we require this documentation.



# How To Make Changes

## Family Status

All changes in your family status resulting from marriage, separation, divorce, termination of a conjugal relationship, death, change of residence, birth or legal adoption must be reported to Manitoba Blue Cross within 30 days of the change. The subscription rate will be adjusted (if applicable).

### **Addition of Spouse/Dependents**

Changes reported within 30 days of becoming an eligible spouse or dependent, will be effective on the day your spouse or dependent became eligible. Any changes reported after 30 days will become effective the first of the month following three months from the date notification is received.

### **Deletion of Spouse/Dependents**

All reported changes will become effective the first of the month following notification and the subscription rate (if applicable) will be adjusted as of that date.

## Address Change

Advising Manitoba Blue Cross of any change to your address ensures you receive information from us promptly. If you move, simply call our Customer Service Centre and one of our Customer Service Representatives will ask for your certificate number (so please have that ready) and your new information.

**Please Note:** New ID cards are not issued for an address change.

## Payment Schedule

If you wish to change your payment frequency, contact us. See contact information on the back cover.

## Plan Changes

### Downgrading Coverage

If you decide to downgrade your coverage to another Manitoba Blue Cross plan, the change will become effective on the first of the month following the date notification is received. Be aware that once you have downgraded your coverage, you will not be permitted to upgrade to another plan for two years from the effective date of downgrade.

### Upgrading Coverage

If you decide to upgrade your coverage to another Manitoba Blue Cross plan, the change will become effective in accordance with the enrollment rules for the product chosen.

## Subscription Rate Changes

GenX Plan rates are subject to change (regardless of your payment schedule). You will receive notification 30 days prior to any rate change.

## Obtaining or Losing Coverage

If you or your dependents obtain or lose other coverage, Manitoba Blue Cross requires immediate notification of the change. These changes become effective upon receipt of notification.

There may be times when it would be beneficial for you to be covered by two plans. Under the “Coordination of Benefits” of the Coverage Provisions you are entitled to claim benefits from both plans as long as the total benefits received do not exceed the expenses incurred.

## Termination of Coverage

Manitoba Blue Cross requires 30 days notice in order to terminate your coverage. Once notice of termination has been received, your coverage will be cancelled on the last day of the month following 30 days from receipt of your cancellation request. Subscriptions received prior to the cancellation date are non-refundable.

Please consider any request for cancellation carefully. Once you cancel your coverage, you will not be permitted to re-enroll in the GenX Plan for two years from date of cancellation.

**Note:** If you are cancelling due to obtaining other coverage, please be sure to include this information on your cancellation request as you may wish to re-enroll in the GenX Plan at a later date.

## Protecting Your Privacy

Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada have always been, and will continue to be, committed to protecting your privacy and ensuring your personal information remains confidential. Personal information includes all information about an identifiable individual but not the name, title, business address, or telephone number of an employee of an organization.

You should limit disclosure of your certificate number for security reasons. Also, you should be aware that claiming benefits with the use of your Manitoba Blue Cross ID card indicates your consent with our privacy policies.

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

# COVERAGE PROVISIONS of the GENX PLAN

Issued by Manitoba Blue Cross  
Please retain this Agreement.

This Agreement replaces all previous and is  
**effective September 1, 2016.**

## SECTION 1 - THE AGREEMENT

The application, this document and any amendments or attached papers shall constitute the entire Agreement between the parties hereto, and no representative, employee or agent of Manitoba Blue Cross is authorized to vary or change any of the terms and conditions thereof.

## SECTION 2 - DEFINITION OF TERMS

**Accident** - means a happening due to external, violent, sudden, fortuitous causes being beyond the Participant's control.

**Agreement** - means this document and any amendments or attached papers.

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

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

**Ambulance Service** - means transportation by Ambulance or Air Ambulance in accordance with the terms of the agreement.

**Anniversary Date** - means the first of the month following receipt of the application form by Manitoba Blue Cross.

**Athletic Therapist** - means a person entitled under the laws of the province, state or country where the services are rendered to practice athletic therapy without restriction.

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

**Close Relative** - means a Spouse, child, brother, sister, parent, grandparent or grandchild of the Participant.

**Dental Hygienist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice dental hygiene without restriction.

**Dentist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice dentistry without restriction.

**Denturist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice denturism without restriction.

**Dependent** - means an unmarried child of a Member, who is under 21 years of age and dependent for support on the Member.

The following will be considered children of the Member:

- i) natural children
- ii) legally adopted children
- iii) stepchildren
- iv) the children of the person with whom the Member is living in a conjugal relationship provided such children are living with the Member.

The age restriction does not apply to a physically or mentally incapacitated child who had this condition prior to the attainment of age 21.

**Effective Date** - means the date on which this Agreement becomes effective as established by Manitoba Blue Cross subject to the Waiting Period and Section 4.1 (a).

**Emergency Ambulance Service** - means Ambulance Service required because of and immediately following a serious illness or Injury.

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

**Hospital** - means an institution which meets all the following criteria:

1. continuously provides 24-hours-a-day nursing service by or under the supervision of registered graduate nurses and is operated continuously with organized facilities for operative surgery; and
2. is engaged primarily in providing medical care and treatment of sick or injured persons on an In-patient basis at the patient's expense and maintains diagnostic and therapeutic facilities for surgical and medical diagnosis and treatment of such persons by or under supervision of a staff of duly qualified Physicians who are acting on a visiting or consulting basis; but
3. is not a tuberculosis hospital or sanatorium, a hospital or institution for the mentally ill, a nursing home, a home for the aged, an infirmary or other institution for the purpose of which is the provision of custodial care.

**In-patient** - means a patient confined and admitted to a Hospital for more than 24 hours on the recommendation of the attending Physician.

**Injury** - means bodily Injury suffered by the Participant caused directly by an Accident independent of any illness or other causes.

**Member** - means the applicant, excluding Spouse and Dependents, who has coverage under this Agreement.

**Non-Emergency Ambulance Service** - means Ambulance Service required by a non-ambulatory patient who cannot be transported by any means other than Ambulance because of illness or Injury, on the prior recommendation of an attending Physician.

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

**Occupational Therapist** - means a person entitled under the laws of the province, state or country where the services are rendered to practice occupational therapy without restriction.

**Ophthalmologist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice ophthalmology without restriction.

**Optometrist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice optometry without restriction.

**Panelled Patient** - means a patient receiving In-patient hospital services provided to them after their need for placement in a personal care home has been established to the satisfaction of the assessment panel designated by Manitoba Health, Seniors and Active Living.

**Participant** - means the Member, or if enrolled under a family Agreement means the Member, Spouse, and any eligible Dependents for whom the appropriate Subscription has been remitted to Manitoba Blue Cross for the purpose of retaining the benefits of this plan.

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

**Pharmacist** - means a person licensed under the laws of the province, state or country where the services are rendered to dispense drugs and medicines on a Physician's or Nurse Practitioner's Prescription without restriction.

**Physician** - means a person licensed under the laws of the province, state or country where the services are rendered to practice medicine without restriction.

**Physiotherapist** - means a person licensed under the laws of the province, state or country where the services are rendered to practice physiotherapy without restriction.

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

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

**Student** - means a person who is presently enrolled with and is attending on a regular basis any nursery, elementary, or secondary school, university or community college in Canada.

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

**Totally Disabled** - means the complete inability of the Student, on medical evidence, to continue with his or her studies for a period in excess of 30 days.

**Treat-No-Transport** - means medical treatment provided by a paramedic when an Ambulance is called to the scene of an Accident or place of illness but the patient is not transported to a Hospital.

**Tutor** - means a person who holds a degree in education and is licensed under the laws of the province, state or country where the services are rendered.



## **Usual, Customary, And Reasonable**

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

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

**Waiting Period** - means the three months prior to coverage becoming effective where Subscriptions are payable.

## SECTION 3 - BENEFITS

Subject to the terms and conditions and the exclusions and limitations contained in this Agreement and any amendments hereto, the Participant shall be entitled to the benefits of the plan after the Effective Date and after the Member has prepaid the appropriate Subscription. In order to be eligible for benefits, all persons covered must be registered with and entitled to benefits from Manitoba Health, Seniors and Active Living.

Expenses eligible for reimbursement are the Usual, Customary and Reasonable charges for the following services and supplies that are required for treatment of an illness or Injury. To be eligible, services must be rendered by an Authorized Blue Cross Provider. Any eligible charges for services incurred inside or outside the boundaries of Canada shall be payable at Manitoba rates.

### 3.1 Ambulance and Hospital Semi-Private Benefits

#### A. Emergency Ambulance

Coverage for Emergency Ambulance Service wholly within the province of Manitoba by a Participating Ambulance Operator to the nearest Hospital where appropriate treatment can be provided.

#### B. Non-Emergency Ambulance

- a) Coverage for Non-Emergency Ambulance Service wholly within the province of Manitoba by a Participating Ambulance Operator, (1) to the nearest Hospital where appropriate treatment can be provided, or (2) between Hospitals, or (3) from Hospital to home.
- b) For the purpose of this benefit only, Ambulance Service shall include coverage for transportation by a medical transfer service operator who has entered into an agreement with

Manitoba Blue Cross subject to the amount payable for such service being limited to a lifetime maximum benefit payment of \$400 per Participant.

**C. Non-Participating Ambulance**

Subject to the terms and conditions of Sub-Sections A and B of this Section, coverage includes charges for Ambulance Service within the province of Manitoba, by an ambulance company or operator that has not entered into a written ambulance agreement with Manitoba Blue Cross. Manitoba Blue Cross will reimburse the Member up to the amount that would have been paid had the ambulance company or operator been a Participating Ambulance Operator, but not exceeding the amount charged for the service.

**D. Air Ambulance Allowance**

Coverage for Air Ambulance Service within Canada, (1) to the nearest Hospital where appropriate treatment can be provided, or (2) between Hospitals, or (3) from Hospital to home. Manitoba Blue Cross will pay up to \$5,000 per trip to a maximum benefit payment of \$10,000 per Participant per calendar year.

**E. Out-of-Province Ambulance**

Coverage for Ambulance Service wholly or partly outside the province of Manitoba for which payment would be made by Manitoba Blue Cross under Sub-Sections A, B, or C of this Section, Manitoba Blue Cross will pay the same amount as would be paid for Ambulance Services in the province of Manitoba except the maximum amount payable for any such Ambulance Service shall not exceed \$500.

**F. Treat-No-Transport (Treat and Release)**

Coverage for Treat-No-Transport service by a Participating Ambulance Operator.

## **G. Semi-Private Room**

Benefit payment of eligible expenses in (a) and (b) shall be limited to a combined maximum of 60 days in any one Hospital per Participant per calendar year.

- a) Coverage for confinement as an In-patient in a semi-private Hospital room either inside or outside of the province of Manitoba. Manitoba Blue Cross will pay for such preferred accommodation at the per diem rate in effect at that time in the province of Manitoba.
- b) \$20 per day for each day hospitalized as an In-patient in a Hospital either inside or outside the province of Manitoba when semi-private room accommodations are requested but are not available.

## **H. Hostel Care**

Manitoba Blue Cross will pay the per diem charge for hostel accommodation when treatment or diagnostic testing is required on the recommendation of a Physician, at a Hospital in the province of Manitoba located outside a 60 kilometre radius of the Participant's residence and the Participant is placed in a recognized medical hostel associated with that Hospital.

## 3.2 Extended Health Benefits

### A. Prescription Drugs

Coverage for drugs or medicines that are eligible with Manitoba Pharmacare, Prescribed by a Physician or Nurse Practitioner, and dispensed by a Pharmacist.

Benefit payment is limited to a combined maximum of \$130 per certificate for all Participants per calendar year.

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

**The following benefits will be reimbursed at 80% of eligible expenses up to the maximum payments indicated.**

### B. Accidental Dental

Coverage for dental treatment rendered by a Dentist where as a result of Injury (and not by an object wittingly or unwittingly placed in the mouth) natural teeth have been damaged, or a fractured or dislocated jaw requires setting. Dental treatment required must be commenced within 90 days of the Accident and the amount payable by Manitoba Blue Cross shall be based on the Fee Schedule up to a maximum benefit payment of \$1,000 per Accident.

### C. Athletic Therapy/ Occupational Therapy

Coverage for the services of an Occupational Therapist when Prescribed by a Physician or Nurse Practitioner and charges for the services of an Athletic Therapist to a combined maximum benefit payment of \$250 per Participant per calendar year.

### D. Eye Examinations

Coverage for the cost of one eye examination per Participant during any 24 consecutive month period, provided that no portion of the cost of the examination is eligible for payment under any legislative plan. To be eligible, the services must be

rendered by a Physician, Ophthalmologist, or Optometrist.

### **E. Physiotherapy**

Coverage for the services of a Physiotherapist for diagnosis and treatment excluding diagnostic X-ray examinations. Benefit payment is limited to a maximum of \$450 per Participant per calendar year.

### **F. Prosthetic and Remedial Equipment**

Coverage for rental, purchase or repair of:

- casts, canes and crutches.
- artificial limbs and eyes when Prescribed by the attending Physician or Nurse Practitioner.
- compression garments when Prescribed by the attending Physician or Nurse Practitioner.
- splints, trusses, braces, lumbar-sacro supports, corsets, traction equipment and cervical collars when Prescribed by the attending Physician, Nurse Practitioner, Occupational Therapist, Physiotherapist or Athletic Therapist.

### **G. Tutorial Allowance**

Coverage for the services of a Tutor when a Student is Totally Disabled. Total disability must begin within 90 days of the date of Injury or onset of illness. Eligible services are those incurred within six months of the date of Injury or onset of illness.

Benefit payment is limited to a maximum of \$15 per hour to a total maximum of \$1,500 per illness or Injury.

### 3.3 Dental Service Benefits

Eligible expenses shall be paid at 80% of the Fee Schedule. Benefit payment is limited to \$300 per Participant per calendar year.

Expenses eligible for reimbursement are charges for the procedures listed in the Fee Schedule for the following dental services:

#### **Basic Services**

- Examinations
  - complete examinations; once every three calendar years
  - oral or recall exam; twice per calendar year
- Cephalometric X-rays; once every two calendar years
- Panorex X-rays; once every two calendar years
- Complete series of X-rays; once every two calendar years
- Bitewing X-rays; twice per calendar year
- Periapical X-rays
- Polishing, one unit of time; twice per calendar year
- Topical application of fluoride; twice per calendar year
- Space maintainers (except when used for orthodontic purposes)
- Fillings; made of amalgam, silicates, plastic and synthetic porcelain
- Stainless steel crowns
- Repair of damaged dentures
- Additions to dentures
- Relining or rebasing of dentures; once every three calendar years
- Extractions

## Major Services

- Restorations (inlays and onlays); one every five calendar years (per tooth)
- Crowns, and bridges to rebuild and replace missing teeth; one every five calendar years (per tooth)
- Endodontics; once per lifetime per tooth for root canals
- Periodontics
- Dentures; one set every five calendar years
- Oral surgery
- Emergency treatment
- Sedation; general anesthesia allowed only if done in Dentist's office.
- Orthodontic services. Treatment must commence prior to the child's 17th birthday.

## 3.4 Accidental Death and Dismemberment Benefits

(Underwritten by Blue Cross Life Insurance Company of Canada.)

### Schedule of Benefits

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

In order to be covered by this benefit, all losses must result directly and independently of all other causes from bodily injuries suffered by accidental, external and violent means. Death caused by accidental drowning shall also be covered. Death or loss must occur within 365 days after the Injury.

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



The maximum amount of insurance for the Member is \$10,000, for the Spouse is \$10,000 and \$10,000 for each Dependent.

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

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

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

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

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

exceed 100% of the maximum amount of insurance.

### **Exposure and Disappearance**

If, due to an Accident, a Participant insured hereunder is unavoidably exposed to the elements and if, as a result of such exposure and within 365 days after the date of the Accident, such person suffers a loss for which benefits would otherwise have been payable hereunder, such loss will be covered by this benefit provision.

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

### **Termination of Insurance**

Coverage for a Dependent or Spouse will cease when no longer a Dependent or Spouse under the terms of the Agreement, or when the Member is no longer covered for this benefit under the Agreement or upon termination of the entire Agreement.

### **Payment of Insurance**

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

## **SECTION 4 - EXCLUSIONS AND LIMITATIONS**

### **4.1 Ambulance and Hospital Semi-Private Benefits**

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

- (a) any Hospital confinements commencing before the Effective Date of the Participant's coverage. (Coverage in such cases shall commence 90 days after discharge from Hospital.)
- (b) any Hospital services or accommodation charges for a Participant who has been designated as a Panelled Patient.
- (c) any semi-private Hospital room charges which, in the absence of this coverage, would not be charged to the Participant.
- (d) any Hospital services or accommodation charges for chronic or custodial care.

### **4.2 Extended Health Benefits**

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

- (a) benefits to a Participant in excess of \$40,000 during his lifetime.

### **4.3 Dental Service Benefits**

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

- (a) full mouth X-rays, panoramic and cephalometric X-rays more often than once every two calendar years.
- (b) complete clinical examinations more often than once every three calendar years.
- (c) application of fluoride, recall and oral examinations, and one unit of polishing under Basic Services more than twice in any calendar year.

- (d) gold, crown, fixed bridge, veneers, or other extensive treatment when another material or procedure would have been a reasonable substitute consistent with generally accepted dental practice. Where a reasonable substitute was possible, the covered expense is that of the customary substitute.
- (e) services purely cosmetic in nature, or for purely cosmetic reasons.
- (f) broken appointments.
- (g) services for congenital malformations e.g. cleft palate prosthesis.
- (h) services rendered prior to the Effective Date of coverage.
- (i) services for temporomandibular joint dysfunction, including night guards.
- (j) treatment other than by a Dentist/ Denturist/Dental Hygienist, except for treatment performed in a dental office under the supervision and direction of a Dentist/Denturist by personnel duly licensed or certified to perform such treatment under applicable professional statutes and regulations.
- (k) separate charges for general anesthesia, except in connection with office procedures as specified in the Agreement.
- (l) inlays, crowns, bridges, full dentures, partial dentures, including facings on crowns or pontics (false teeth) more often than once every five calendar years.
- (m) fees arising out of extra services arranged for privately between the patient and the Dentist/Denturist/Dental Hygienist.
- (n) implants.
- (o) services for orthodontic treatments rendered to eligible Dependents who begin the treatment after their 17th birthday.

- (p) appliances which were lost, broken or stolen.
- (q) charges for dental hygiene instruction, plaque control programs, nutritional counselling, or supervised fluoride brush-in (self-administered).
- (r) polishing restorations.
- (s) diagnostic photographs.
- (t) bleaching of teeth.
- (u) precision attachments.
- (v) provision for facilities in connection with general anesthesia.
- (w) hypnosis and dental psychotherapy.
- (x) procedures in connection with forensic dentistry.
- (y) charges for completion of claim forms.
- (z) relines or rebases more often than once every three calendar years.
- (aa) root canal on a permanent tooth more than once per lifetime per tooth.
- (bb) procedures not specifically listed in this Agreement.
- (cc) snoring/sleep apnea appliances.

#### **4.4 Accidental Death and Dismemberment Benefits**

Blue Cross shall not pay or be required to pay for any loss caused directly or indirectly, wholly or in part by one or more of the following:

- (a) Participation in an insurrection, war or act of war (declared or not) or the hostile action of the armed forces of any country, service in the armed forces, participation in hijacking or terrorism or any riot, public confrontation or civil commotion or any act of aggression.

- (b) Intentionally self-inflicted Injury, suicide, or attempted suicide.
- (c) Participating in or engaging in any criminal activity, regardless of whether charges are laid or a conviction obtained.
- (d) Operating a Vehicle with a blood alcohol level in excess of the legal limit in the jurisdiction where the Accident occurred.
- (e) Illness or disease of any kind, or medical or surgical treatment thereof, other than septic infection caused through a wound accidentally sustained.
- (f) Travel or flight in, or descent from, any kind of aircraft if the insured person:
  - is a member of the aircraft crew, or
  - has any duties relating to the operation, maintenance, testing or control of the aircraft, or
  - is on the aircraft for the purpose of instruction or training.
- (g) Any claim for indemnity under this insurance not submitted within one year of the date of loss for which the claim is made and not substantiated by a certificate from the attending Physician at the place of the occurrence of the Accident attesting to the actual injuries sustained.

## 4.5 General

Manitoba Blue Cross shall not pay or be required to pay for charges in respect of those services:

- (a) obtained outside the Participant's province of residence arising out of illness or Injury for which the Participant is not entitled to any benefits from his provincial hospital and medical plan or elective services obtained outside his province of residence whether or not on a Physician's or Nurse Practitioner's recommendation.

- (b) due to an illness or Injury that is compensable under any Worker's Compensation law, Manitoba Public Insurance or similar legislation.
- (c) in the nature of mileage or travelling time or detention time of any service provider hereunder.
- (d) due to riot, civil commotion, war, invasion, act of foreign enemy, hostilities by any armed force (whether war be declared or not), civil war, rebellion, revolution, or insurrection.
- (e) rendered in connection with general health examinations for "check-up" purposes; or in the nature of a rest cure or travel for health; or for cosmetic purposes.
- (f) which the Participant is entitled under the terms of any government or legislative hospital, medical or health plan, or which the Participant is entitled to obtain without charge by law, or for which there is no actual cost.
- (g) rendered or Prescribed by a person who is ordinarily a resident in the patient's home or who is a Close Relative of the patient.

## **SECTION 5 - COORDINATION OF BENEFITS**

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

- (a) If any other plan does not contain a provision for coordination with or reduction of benefits payable under this Agreement, the benefits payable under such other plan shall be determined first.

- (b) If any other plan does contain a provision for coordination with or reduction of benefits payable under this Agreement, the benefits of such plan shall be coordinated with the benefits under this Agreement.

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

### **Employees/members**

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

### **Dependents**

#### **Spouse**

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

#### **Dependent Children**

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



In joint custody situations, the following order applies:

- i) the plan of the parent with the earliest month and day of birth,
- ii) the plan of the other parent,
- iii) the plan of the Spouse of the parent with the earliest month and day of birth,
- iv) the plan of the Spouse of the other parent.

7. Clauses 1 to 6, shall be applied in all cases of multiple coverage and only those eligible expenses not covered under any other health/dental plan will be covered under a health spending account.

- (c) When rules (a) and (b) do not serve to establish an order of benefit determination, the benefits shall be pro-rated between or among the plans in proportion to the amounts that would have been paid under each plan had there been coverage by just that plan.

## **SECTION 6 - SUBSCRIPTIONS**

- 6.1 This Agreement is issued in consideration of the payment of Subscription to Manitoba Blue Cross, directly by the Member, pursuant to and in consideration of the application of the Member.
- 6.2 Subscriptions shall be payable monthly, quarterly, semi-annually, or annually in advance at the Subscription rate then in effect.
- 6.3 When the Agreement ceases to cover any Dependent previously included and the Member is then eligible for a reduced Subscription rate, the Subscription rate shall be appropriately adjusted as of the first of the month following notice in writing from the Member requesting a rate adjustment.
- 6.4 Manitoba Blue Cross shall not be or become responsible for any claims incurred under this Agreement while any Subscription is due and unpaid.

- 6.5 When a Participant reaches their lifetime maximum and is no longer eligible for coverage under this Agreement, the Agreement remains in force for all other Participants covered hereunder if the appropriate Subscriptions are paid.
- 6.6 Failure on the part of the Member to notify Manitoba Blue Cross of a change in the Member's family status shall relieve Manitoba Blue Cross of any liability to refund Subscriptions already applied towards coverage.
- 6.7 All Subscription rates are subject to change upon Manitoba Blue Cross providing 30 days notice to the Member.

## **SECTION 7- CHANGE OF STATUS OR TRANSFER**

- 7.1 The Member must notify Manitoba Blue Cross within 30 days of change to his own or his family status under this Agreement resulting from marriage, separation, divorce, termination of a conjugal relationship, death, change of residence, birth or legal adoption.
- 7.2 The Member must notify Manitoba Blue Cross within 30 days of obtaining other coverage, other coverage changes and termination of other coverage.
- 7.3 The children of the Member who have been enrolled hereunder as Dependents, upon attainment of 21 years of age or at the time of marriage, whichever may first occur, or, in the event of divorce/separation of a Member and Spouse, the dependent children or the divorced/separated Spouse of the Member, may apply for continuation of coverage with Manitoba Blue Cross. Such request must be made to Manitoba Blue Cross within 30 days from the date on which the change of status occurs. Subscriptions will be established in accordance with the coverage selected to which the Dependent becomes eligible for transfer in accordance with the prevailing regulations of Manitoba Blue Cross.

- 7.4 Upon a change in status as herein described, the Member shall pay any additional Subscription rate that may be applicable.

## **SECTION 8 - TERMINATION**

8.1 The Member may terminate the Agreement by giving 30 days notice of termination to Manitoba Blue Cross by registered mail or by delivery thereof to an authorized agent for Manitoba Blue Cross. Coverage will be terminated on the last day of the month following 30 days from receipt of notice of termination by Manitoba Blue Cross. Subscriptions paid prior to the cancellation date are non-refundable. Once notice of termination (includes cancellation or downgrading) is received by Manitoba Blue Cross, the Member will not be permitted to re-enroll in the GenX plan for two years from date of cancellation.

- 8.2 (a) Manitoba Blue Cross may terminate the Agreement at any time by giving written notice of termination to the Member and by refunding concurrently with the giving of notice the amount of Subscription paid in excess of the pro-rata Subscription for the expired time.

The notice of termination may be delivered to the Member, or it may be sent by mail to the latest address of the Member on record at Manitoba Blue Cross.

Where the notice of termination is mailed to the Member, 30 days notice of termination shall be given.

- (b) Manitoba Blue Cross shall reserve the right to terminate the Agreement if the Subscription has not been paid within two months following the date that such Subscriptions are due and payable.

8.3 This Agreement shall be for the period of one month from the Effective Date and, providing that Subscriptions are paid as above, shall be renewed from month to month for a further term at the rate in force at the time of each renewal, however, subject to the right of Manitoba Blue Cross to terminate or modify this Agreement upon 30 days notice to the Member.

## **SECTION 9 - GENERAL**

- 9.1 Manitoba Blue Cross shall be deemed not to have waived any condition of this Agreement either in whole or in part, unless the waiver is clearly expressed in writing and signed by Manitoba Blue Cross.
- 9.2 No statement made by the Member on his application for this Agreement may be used in defense of a claim under, or to avoid this Agreement, unless it is contained in the written application for the Agreement and unless a copy of the application, or such part thereof as is material to the Agreement, is endorsed upon, inserted in or attached to the Agreement when issued.
- 9.3 The Member or his agent, or a beneficiary entitled to make a claim or his agent shall:
- (a) give written notice to Manitoba Blue Cross by delivery thereof, or by sending it by registered mail to Manitoba Blue Cross,
  - (b) within 90 days from the date of the service for which the claim is made, furnish to Manitoba Blue Cross such proof of claim as is reasonably possible in the circumstances of the happening of the Accident or illness and the loss occasioned thereby, and
  - (c) if so required by Manitoba Blue Cross furnish a certificate as to the cause and nature of the Accident or illness for which the claim is made.

- 9.4 Failure to give notice of claim or furnish proof of claim within the time prescribed will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than two years from the date of Accident or the service and if it is shown it was not reasonably possible to give notice or furnish proof within the time so prescribed.
- 9.5 Manitoba Blue Cross shall furnish forms for proof of claim within 15 days after receiving notice of claim but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the happening and character of the Accident or illness giving rise to the claim and of the extent of loss.
- 9.6 Manitoba Blue Cross has the right, and the claimant shall allow Manitoba Blue Cross the opportunity, to have the Participant submit to a medical examination so often as it may be reasonably required when a claim under this Agreement is pending.
- 9.7 No sum payable under this Agreement shall in any circumstances carry interest.
- 9.8 Eligible claims shall be payable in Canadian currency and where applicable at the conversion rate in force when the claim was incurred.
- 9.9 An action or proceeding against Manitoba Blue Cross for the recovery of a claim under this Agreement shall not be begun after two years from the date on which the cause of action arose.
- 9.10 Services and benefits under this Agreement are personal to the Participant and are in no way assignable, except to an Authorized Blue Cross Provider when agreed upon by Manitoba Blue Cross and the Member.
- 9.11 The coverage of a Participant shall terminate automatically if he obtains, or attempts to obtain, or aids any person in obtaining or attempting to obtain, by fraud

or false pretenses, any benefit hereunder and upon such termination the right of such Participant to any benefits hereunder shall be forfeited.

- 9.12 As a condition precedent to the providing of benefits under this Agreement, Manitoba Blue Cross shall be entitled to receive from any service provider such information, records and copies of records as it may require in the administration of claims.
- 9.13 Any notice required to be given hereunder shall be sufficiently given if delivered by hand, mailed by prepaid post to the last address shown on the records of Manitoba Blue Cross or, if applicable, by notice sent by electronic mail to the Member's email account as shown on the records of Manitoba Blue Cross, including any notice directing the Member to their [mybluecross®](#) account for further details.
- 9.14 The headings in no way shall be considered to be part of this Agreement, but are only inserted for purposes of convenience.
- 9.15 The Member agrees to the provisions of the benefits of the Agreement on the condition that Manitoba Blue Cross shall not be liable for any act or omission of any service provider, regardless of whether such provider is an Authorized Blue Cross Provider.
- 9.16 Manitoba Blue Cross shall be fully subrogated to the rights of the Member in respect of all claims paid by Manitoba Blue Cross for which a third party may be wholly or partially liable. The Member shall be obligated to take all reasonable measures of recovery against any third party who may be so liable and to cooperate fully with Manitoba Blue Cross in providing such information relating to the Injury as may be necessary to establish third party liability.
- 9.17 All monies payable under this Agreement shall be paid by Manitoba Blue Cross within 60 days after it has received proof of claim, providing that liability can be established in that period.

- 9.18 If benefits have been paid under this Agreement and thereafter it is established that the benefit expenses or part thereof were not paid by or on behalf of the Member, or that the Member was otherwise reimbursed therefore, the Member shall reimburse Manitoba Blue Cross for the amount of benefits so paid by Manitoba Blue Cross forthwith on demand.
- 9.19 To be eligible for coverage under the GenX Plan, all Participants must be registered with and entitled to benefits from Manitoba Health, Seniors and Active Living.
- 9.20 The waiting Period commences with the Anniversary Date of the plan.
- 9.21 Words importing masculine gender include the feminine, words in the singular include the plural and words in the plural include the singular.

IN WITNESS WHEREOF,  
MANITOBA BLUE CROSS HAS CAUSED THIS  
AGREEMENT TO BE SIGNED BY:

A handwritten signature in black ink, appearing to read "A. W. R. Yorke", with a long horizontal line extending to the right from the end of the signature.

ANDREW W. R. YORKE,  
PRESIDENT & CEO  
MANITOBA BLUE CROSS

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## CONTACT US!

### ONLINE

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

(24/7 access to coverage information, claims history, and Online Claim Submission through [mybluecross®](http://mybluecross®))

### IN PERSON

Customer Service Centre  
599 Empress Street  
(10:00 a.m. - 4:00 p.m. Tuesday through Friday)  
Closed on Mondays

### BY MAIL

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

### BY CLAIMS DROP BOX

599 Empress Street  
(24 hours a day)

### BY PHONE - CUSTOMER SERVICE

Within Winnipeg: 204.775.0151  
Within Manitoba: 1.800.USE.BLUE (873.2583)  
Within Canada: 1.888.596.1032  
8:00 a.m. - 5:30 p.m. weekdays

### BY FAX

204.788.5597  
Claims and Pharmacare Confirmation Letters ONLY:  
204.772.1231  
(24 hours a day)

