



Dental Plan

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INTRODUCTION

For a healthy smile, most people rely on good dental hygiene and a good dental plan. Air Canada's Dental Plan is designed to help you pay for expensive dental treatment when it is required. The plan also covers various preventive and related diagnostic services to encourage you and your family to take care of your teeth and, in turn, reduce the need for major dental work and the significant expenses that may come with it.

The following is a complete description of the eligible provisions relating to coverage under the Dental Plan. In the event that you or an eligible dependent intend to incur a significant or unusual expense, we recommend:

- 1. You submit a pre-determination (estimate) to ClaimSecure. In return, ClaimSecure will provide a written notification detailing the eligibility of the item or service under your plan and the reimbursement that you can expect to receive, if applicable. This will allow you to make an informed decision.**
- 2. Or you can contact ClaimSecure at acinfo@claimsecure.com or at the number provided below.**

Across Canada

1 888-982-7878 (toll free)

IAMAW

January 2019

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ELIGIBILITY

Permanent employees hired on or after June 17, 2012 become covered after six months of continuous service.

Permanent part-time employees who have acquired full-time benefits.

Temporary employees become covered after six months of continuous service.

Note: This handbook applies to employees hired on or prior to January 31, 2016.

Coverage for your dependents becomes effective on the same date as yours, provided they meet the eligibility requirements. If you do not have eligible dependents when you first become eligible and you do so later on, their coverage will begin when you enrol them for coverage.

Your eligible dependents are:

- **Your spouse:**
 - The person who is legally married to you, or
 - The person of the same or opposite sex who lives with you and is the father or mother (biological or adoptive) of at least one of your children, or
 - The person of the same or opposite sex who has been living with you in a conjugal relationship for at least 12 consecutive months, or
 - The person of the same or opposite sex who lives with you and had previously lived with you for a period of at least 12 consecutive months.

If more than one person meets the above definition, the person currently living with you will take precedence.

Coverage for common-law partners is subject to submission of the affidavit form (ACF420K) and become effective the date the duly notarized affidavit is received by the HR Connex Centre.

Your unmarried children

- Your unmarried children include your natural or legally adopted children as well as your spouse's children and any foster children.
- Your unmarried children must be under age 21 and depend solely on you for support. Dependent students are covered up to age 25 (with the exception of orthodontic), provided they are registered students in full-time attendance at a university or a similar institution of learning (proof of registration required).
- Children who are totally and permanently disabled before reaching age 21 are covered beyond the age limit and as long as you or your surviving spouse remains covered, provided they were insured before their 21st birthday, are incapable of self-sustaining employment and wholly depend on you for support and maintenance.

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LIFE EVENTS AND OTHER CHANGES

If you experience a life event or any event which has an impact on your coverage status and/or the contributions you are making towards your group benefit plans. It is important to advise the Air Canada Group Benefits immediately.

Qualifying life events include: marriage, divorce, birth, death of spouse, removal or addition of over-age dependent child, your spouse's loss of coverage and eligibility of common-law spouse.

Life events must be reported within 30 days of the event if you wish to have your status recognized from the effective date of the event (marriage, divorce, etc...). If you do not advise Air Canada Group Benefits within 30 days of the life event, your profile will be modified from the date the request is received.

To add/modify/change benefit profile:

- Access the Portal and click on HRConnex
- Once in HRConnex make sure you are on the HR Home tab
- Under Benefits, select ClaimSecure Dependent Profile
 - If you are adding a child as disabled, elect "disabled". This will prompt ClaimSecure to send you a Disabled Dependent application. This form will need to be completed and returned to ClaimSecure for evaluation. It takes approximately 60 days to finalize your request.

Supporting documentation must be submitted when requesting to add a dependent; this documentation includes copy of birth certificate, final adoption papers, marriage certificate or other similar document. If the documents are not in English or French, a translated version must be provided; it is the responsibility of the employee to provide the translated version.

A notification will be sent by Air Canada Group Benefits to your acemail address upon receipt and completion of your request.

OVERVIEW OF THE PLAN

The plan pays for eligible preventive and related diagnostic services, without requiring you to pay an annual deductible beforehand. However, an annual deductible is required before the plan reimburses you for any other type of eligible expenses.

The cost of the Dental Plan is 100% paid for by Air Canada.

In order for a claim to be reimbursed, the service(s) must have been rendered before the submission of the claim.

To be eligible for reimbursement, all expenses must be:

- **based on the dental fee guide of the province where treatment is rendered, in effect on the date of treatment,**
- **where no guide is published, reimbursement is based on reasonable and customary charges,**
- **for treatment outside Canada, reimbursement is based on the Ontario dental fee guide.**

The above items are subject to certain limits.

Annual Deductible

Single \$25

Family \$50

Annual Maximum

\$1,750

Preventive Services

100%

Basic Services

90%

Major Services

50%

Orthodontic Lifetime Maximum (Dependent children under age 21)

50% to a maximum of \$2,500

Coordination of Benefits is allowed

(See Coordination of Benefits under "Definitions section")

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PREVENTIVE SERVICES COVERED AT 100%

Services to Diagnose a Dental Condition

Bacteriological tests/analyses

Bite-wing radiographs

Once every 6 months

Complete examination –full and comprehensive

1 every 12 months

Complete series of radiographs or panoramic

Once every 24 months

Emergency examination

Unlimited

Histopathological tests/analyses

Microbiological tests/analyses

Occlusal radiographs

Orthodontic examinations

Periapical radiographs

Recall examination

1 every 6 months

Specific examination

Unlimited

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Services to Prevent Future Dental Problems

Fluoride

One (1) fluoride treatment every recall examination period

Interproximal disking

Covered

Oral hygiene instruction

One (1) occurrence per lifetime

Pit & fissure sealants

Covered for children

Polishing

One (1) unit of polishing every recall examination period

Preventive Scaling

16 scaling units per calendar year

(number of units allowed are combined with (1) periodontal scaling and root planing*)

Space maintainers & maintenance of space maintainers

Covered for children

* Periodontal scaling and root planing are considered Basic Services and are reimbursed at 90% and are subject to a deductible.



BASIC SERVICES – COVERED AT 90%

Minor Restorative – Services to Repair Teeth

Amalgam restorations (silver fillings)

Limitation:

Non-bonded amalgam restorations. Bonded amalgam restorations are paid up to the cost of non-bonded amalgam restorations.

Caries/trauma/pain control

Composite restorations (tooth coloured fillings)

Coverage for white fillings on molar teeth

Diagnostic photographs

Prefabricated posts

Prefabricated restorations (prefabricated crowns)

Limitation:

Primary teeth only

Retentive pins

Also includes diagnostic, minor oral surgical, maintenance only of prosthetic denture, denture maintenance and adjunctive services.



Minor Oral Surgical – Oral Surgery Services

Alveoplasty

Antral surgery

Extractions & residual root removal

Fractures

Frenectomy

Hemorrhage control

Surgical excision

Surgical exposure

Surgical incision

Surgical movement of teeth

Treatment of Salivary glands

Vestibuloplasty

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Crown/Bridge/Denture Maintenance – Services for the Repair of Prosthetic Appliances

Denture rebase

Unlimited

Denture reline

Unlimited

Denture repair

Recementation of crowns/bridgework

Repair of crowns/bridgework

Adjunctive Services – Services Not Classified Elsewhere

Deep sedation

General anaesthesia

Nitrous oxide

Nitrous oxide with oral sedation

Parenteral conscious sedation

Therapeutic injections

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ENDODONTICS AND PERIODONTICS

Endodontic Services – Services to Treat Pulp Chamber of the Tooth

Routine root canal therapy

Limitation:

Complicated root canal therapy reduced to cost of routine root canal therapy. Retreatment of root canal is covered only if at least twelve (12) consecutive months have elapsed from the date of the initial root canal therapy.

1 per tooth every 12 months after initial retreatment

Apexification

Apicoectomy

Bleaching of endodontically treated teeth

Hemisection

Intentional removal and implantation

Isolation of endodontic tooth

Open & drain

Pulpectomy

Pulpotomy

Retrofilling

Root amputation

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Periodontic Services – Services to Treat the Tissue Supporting the Teeth

Management of oral disease

Occlusal equilibration

8 units/calendar year

Periodontal abscess of periocoronitis

Periodontal appliances and maintenance

Unlimited

Periodontal scaling & root planing

16 units (combined with preventive scaling)

Periodontal surgery:

- flap approach – osteoplasty
- flap approach – osseous defect
- gingival curettage
- gingivoplasty
- gingivectomy
- grafts – soft tissue

Proximal wedge

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MAJOR RESTORATIVE COVERED AT 50%

Includes Major Restorative and Major Oral Surgical Services

Replacement frequency 60 months for inlays, onlays, crowns, bridgework and dentures.

NOTE: Porcelain on molars reduced to the cost of metal

Inlays/Onlays/Crowns

- Acrylic crowns
- Cast metal crowns
- Cores – amalgam and tooth coloured
- Equilibration casts
- Gold foil restorations
- Inlays – metal, composite, porcelain
- Onlays – metal, composite, porcelain
- Porcelain/ceramic crowns
- Posts, cores and posts & cores
- Prosthodontic examinations
- Retentive pins for inlays, onlays and crowns
- Veneers
- $\frac{3}{4}$ porcelain/ceramic crowns
- $\frac{3}{4}$ Cast metal crowns

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Dentures

- Cast partial dentures including partial dentures with clasps and/or rests
- Complete dentures

Limitation:

Standard complete dentures

- Complicated dentures reduced to the cost of standard dentures
- Overdentures
- Partial acrylic dentures including partial dentures with clasps and/or rests

Bridgework

- Acrylic retainers
- Cast metal pontics
- Cast metal retainers
- Metal, composite and porcelain inlay retainers
- Metal, composite and porcelain onlay retainers
- Porcelain/ ceramic pontics
- Porcelain/ceramic retainers
- Retentive pins for inlay/onlay retainers
- $\frac{3}{4}$ cast metal retainers



Major Oral Surgery

Alveoloplasty (not performed in conjunction with extractions)

Crown lengthening

Mandibulectomy

Maxillectomy

Reconstruction

Remodelling floor of mouth

Sequestrectomy

Surgical movement of teeth

Coverage for Temporomandibular Joint Dysfunction (TMJ)

Services include coverage for:

- x-rays
- Appliances
- Maintenance
- Repairs
- Surgery, and
- Management of TMJ

Lifetime maximum of \$1,000 at 50% (not included in annual maximums)



ORTHODONTICS

\$2,500 lifetime maximum – children under the age of 21 only

Cephalometric radiographs

Enucleation

Full orthodontic treatment

Hand & wrist radiographs

Monthly payments

Oral surgery performed in conjunction with orthodontics

Pre-determination (estimate) is mandatory

Orthodontic casts

Surgical exposure

Tracing & Interpretation

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GENERAL LIMITATIONS AND EXCLUSIONS

In addition to the limitations and exclusions mentioned above, the plan will not pay for:

- Expenses incurred before coverage began;
- Charges for services provided for cosmetic reasons only, except for orthodontic services when such services are included in the orthodontic services benefit in the schedule of dental benefits and orthodontic services are included in this plan;
- Charges for missed or cancelled appointments, completion of forms, communications, or any other non-treatment services;
- Teeth whitening treatment
- Charges for services or supplies that are not necessary dental services or do not meet accepted standards of dental practice;
- Under this benefit – charges which are covered under any other benefit in this benefit plan;
- Professional fees for an anaesthetist;
- Replacement of lost, stolen or broken prosthesis or appliances;
- Protective appliances for athletic purposes;
- Implant and any dental service associated with implants;
- Expenses covered by a government plan;
- Any illness or injury for which benefits are paid under any Worker's Compensation Act;
- Services and supplies not shown in the included list of benefits;
- Expenses or service provided by a close relative/immediate family member (includes affiliation to a company of a family member) are not eligible for coverage/payment;
- Any claim expenses or service or supplies required as a result of war;
- Dental services or supplies due to intentional self-inflicted injury;
- Orthodontic treatment for a person other than eligible children under the age of 21.



DEFINITIONS

Alternative Procedures

If alternative procedures are available for a covered expense, the procedure involving the lowest fee will be considered as the eligible expense, provided it is consistent with good dental care.

Calendar Year

A calendar year runs from January 1st to December 31st.

Close relative/immediate family member

- Spouse;
- Child (includes adoptive and step children);
- Brother/sister;
- Brother-in-law/sister-in-law;
- Parent of either you or your spouse;
- Grand-parents of either you or your spouse;
- Grand-children

Coinsurance (co-payment)

Coinsurance refers to medical services or supplies whose reimbursement is limited to a certain percentage. This means that the plan will reimburse up to a certain percentage and the covered individual will be responsible for the balance.

Coordination of benefits

This provision allows employees whose spouse or designated common-law partner has their own coverage to be reimbursed up to 100% of eligible expenses. (Up to the reasonable and customary cost/limit allowable).

This means that if you and your spouse/common-law partner both have family coverage, any expenses which are not reimbursed fully by your respective dental plans, can be claimed under the alternate dental plan; however, the reimbursement from all sources will never exceed 100% of eligible expenses.

Here is how it works:

- You submit your individual claim to Air Canada's Dental Plan;
 - Once you receive your reimbursement, any unpaid balance can be submitted to your spouse's/common-law partner's plan for consideration.
- Your spouse/common-law partner submits his/her individual claims to his/her employer sponsored Dental Plan;
 - Once he/she receives a reimbursement, any unpaid balance can be submitted to Air Canada's Dental Plan for consideration.

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- For claims relating to dependent children, the individual whose birthday, excluding year of birth, comes first in the year submits the claims first.
 - Any unpaid balance can be submitted to the alternate plan for consideration.
- For dental expenses covered under both the Supplementary Health Plan and the Dental Plan, benefits will also be coordinated.

If your spouse or common-law partner also works for Air Canada, coordination of benefits is also allowed.

Important:

- Eligible expenses may vary from plan to plan; not all expenses will be covered or reimbursed;
- If a pre-determination is required prior to consideration of payment, you are required to submit one to ClaimSecure;
- Reimbursement will be limited to the reasonable and customary maximums/limits applicable;
- Both covered individuals must have family coverage in order to claim from multiple plans;
 - An individual who has single coverage may claim from an individual who has family coverage, but not vice versa.

Deductible

Before any dental care expenses are reimbursed to you, you must satisfy the annual deductible. For this plan the deductible is \$25 for single coverage and \$50 for family coverage.

Dental fee guide

In each province, except Alberta, the association of dental practitioners publishes a dental fee guide, which describes various dental treatments and provides a suggested fee for each treatment. The guide is designed to assist dental practitioners in determining fees that are fair to both the practitioner and the patient. Your dentist has a copy of the fee guide if you wish to consult it.

Your dentist may charge more or less than what is indicated in the guide, but the plan will reimburse eligible expenses based on the percentage applicable to the actual fee charged or the suggested fee in the guide, whichever is lower.

Emergency

Accident or sudden unexpected occurrence requiring immediate medical treatment

Incurred

An expense is incurred on the date the service or supply is received or provided.



Qualified professionals (practitioners)

Properly registered members of their respective professional association/regulatory body, when required, who, by education and training, are licensed and authorized by law to practise in the area where treatment is given.

Reasonable and customary

A reasonable and customary charge, relating to dental services, refers to the normal range of payment for a specific dental service within a given geographic area. (See Dental fee guide).

Treatment plan (Pre-determination/estimate)

In order for you and your dentist to know, in advance, how much the plan will pay, we recommend that you file a treatment plan.

A treatment plan is a written description of the proposed treatment required according to your dentist and the cost of this treatment. Typically, the dentist completes a treatment plan form indicating the services with associated codes that will be performed and provides appropriate x-rays.

ClaimSecure then determines what amount will be reimbursed by the plan.

The treatment plan is not intended to limit you in your choice of a dentist or to tell you or your dentist what treatment should be performed and what fee should be charged. It is simply a means of providing you with a full understanding of the cost implications of the proposed dental treatment before it begins.

When you submit a claim for expenses involving a treatment plan, be sure to attach the form or statement to the "Dental Claim" form.



HOW TO SUBMIT CLAIMS

The procedure for submitting claims depends on whether your dentist is able to transmit your claims electronically or not.

NOTE: Claims which are submitted more than 12 months following the end of the calendar year in which the expense was incurred, will not be eligible for reimbursement.

ELECTRONIC DENTAL CLAIMS:

Simply present your Air Canada Health Care card to your dentist to have your claims submitted electronically. All eligible amounts in excess of your annual deductible will be automatically covered under your program.

Or if you prefer to submit:

MANUAL CLAIMS:

- Complete a dental claim form available on your ClaimSecure eProfile under the 'My Forms' section.
- Have your dentist complete Part 1 of the form.
- Complete your portion (Part 3) of the form afterward.
- The completed form together with your receipts should be sent in the special pre-addressed blue-cornered envelope ACF851N, which is sent by company mail, to:

**Air Canada/ClaimSecure
Group Health & Dental Administration
Air Canada Centre 1001**

If you are sending your claims in via Canada Post, the address is as follows:

**Air Canada/ClaimSecure Inc.
P.O. Box 7878
Sudbury, ON
P3E 0A9**

Upon receipt of your form (and/or bills) the administrator will prepare a claim summary and return the summary to you along with the settlement cheque or direct deposit, where applicable. The administrator reserves the right to request further details.

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ECLAIMS (ELECTRONIC SUBMISSION)

A secure, convenient and environmentally friendly way to submit your health claims online. You must be enrolled with direct deposit payment to submit through eClaims which is available on your ClaimSecure eProfile under "My Claims" tab from the main menu.

To submit an eClaim complete the following five (5) easy steps:

1. Accept terms and conditions associated with using the on-line submission process
2. Identify claim type you are submitting for reimbursement
3. Select the provider of the service or use our convenient "Search Provider" feature
4. Enter claim details and hit "Submit"
5. Upload your claim documents i.e. receipts, referrals, etc.

The above process can be completed in less than 5 minutes and payment will be issued directly into your bank account.

OUT-OF-COUNTRY EXPENSES

In the event you require an emergency dental treatment or consultation you can refer to your International SOS Assistance access program which is a company-paid referral service. It does not replace traveler's insurance, nor does it provide any coverage for medical/dental expenses. Rather, it helps employees gather practical information on their destination and offers coordination support when employees are abroad. For more information visit *HR Connex > Policies & Forms > My Benefits > SOS International*.

NOTE: You will be required to pay for your dental services and submit your claim upon return to Canada. Reimbursement will be based on the Ontario fee guide and expenses will be reimbursed in Canadian funds.



FREQUENTLY ASKED QUESTIONS (FAQ'S)

1. Do I pay for my Dental Plan coverage?

No, Air Canada pays 100% of the cost of this coverage.

2. Do I have to pay more than one deductible during the year?

No. Once you have paid the deductible in a given year, no other deductible has to be met for the balance of that year.

3. What happens if I exhaust my annual maximum?

No further benefits are payable until January 1st of the following year.

4. If my dental expenses for a given year do not add up to the deductible, can I apply that amount to the deductible in the following year?

Yes, it is possible. To protect you against having to satisfy the deductible late in one year and again early in the next year, any amount you pay toward the deductible in the last three months of a year will count toward the deductible for the following year.

5. When you refer to number of units, in relation to dental treatments, what does that mean?

One unit is equal to 15 minutes of treatment, therefore if a particular treatment allows for 4 units per calendar year, that would mean that the maximum amount of time allowed for this treatment would be 1 hour per calendar year and so on.

6. Do I have to pay income tax on this coverage?

No, except if you reside in Quebec.

Quebec: Any benefits which are paid for by your employer are considered to be a taxable benefit. The taxable benefit amount is determined by reviewing the plan experience on an annual basis for claims originating in Quebec. These amounts will be reflected on your income tax slips.

7. Can I choose not to join?

Yes, if you wish to waive your enrolment in the Dental Plan you may do so by informing Air Canada Group Benefits in writing at benefits.avantages@aircanada.ca. No proof of alternative coverage is necessary.

8. If I have eligible expenses to claim for both myself and my dependents, may I use the same form?

No. A separate claim form must be completed for each eligible dependent.

9. Is there a deadline for submitting claims?

Yes. All claims must be submitted within one year following the calendar year during which the expenses are incurred.



10. My child goes to school outside Canada. Does the plan still cover expenses?

As long as your children remain eligible, they will be covered by the Dental Plan. Reimbursement of eligible expenses, however, will be based on the Ontario dental fee guide.

11. What happens if I become disabled?

If you become disabled and qualify for benefits under the Group Disability Income plan, your dental care coverage will continue at no cost to you.

12. What happens if I take a maternity, child care or adoption leaves?

Your coverage will continue automatically for the duration of the leave.

13. What happens if I take a leave of absence?

If you are on an authorized leave of absence for more than 30 days, you have the option to maintain your coverage for up to 12 consecutive months, provided you prepay the total cost.

Shortly after the commencement of your authorized leave of absence, notification will be sent to your Air Canada email address advising that an electronic Benefit Status Advice (BSA) has been prepared; the BSA outlines the monthly contributions you must pre-pay in relation to your benefit coverage while on your leave. You must identify which plans you wish to maintain while on your leave and return any applicable post-dated cheques to Air Canada Group Benefits. Once you have selected your options, these will remain in effect for the duration of your approved leave.

E-mail: benefits.avantages@aircanada.ca if you have any questions; or if you do not receive your Benefit Status Advice.

If you elect not to prepay for your benefits, your coverage will be suspended for the duration of your leave of absence.

14. What happens when I retire?

This coverage will end 31 days following your date of retirement.

The Voluntary Supplementary Health Plan, which is available at time of retirement includes a dental component, in order to be eligible for this coverage you must meet the following post-retirement eligibility criteria:

- 25 years of continuous service; or
- Age and continuous service equal 80; or
- Age 65



If you meet one of the above criteria and if you were hired on or prior to April 30th, 2014, you will be eligible to participate in one of the Air Canada Group Health plans for retirees who retire from a Canadian work location. These plans provide financial assistance toward certain services not covered by the provincial health care plans.

Note: Employees hired on or after May 1st, 2014 are not eligible to post-retirement benefits.

A booklet describing the coverage for retired employees is available online on **HR Connex**. Air Canada currently pays for the full cost of Plan I — Basic Health Plan (no dental component).

To receive the full benefits under this health plan, you must have at least 15 years of Air Canada service. Otherwise, the lifetime maximum will be reduced by 1/15 for each year of service under 15.

Retirees pay the difference in cost between Plan I and the Voluntary Supplementary Health Plan (VSHP) – (Plan II) (includes dental component).

There is no pro-ration of the lifetime maximum for the VSHP.

Note: Eligibility for post-retirement benefits for the employee and eligible dependents is contingent upon an employee retiring from the Company in good standing. Consequently, employees who are terminated for cause will not be eligible for post-retirement benefits (nor will their eligible dependents).

15. When does coverage end?

Your coverage will end on the earliest of the following dates:

- your termination of employment,
- 31 days after your retirement,
- your death, and
- the date the group contract ends.

Coverage for your dependents stops when your coverage ends or when they no longer qualify as eligible dependents. In the event of your death, however, your eligible dependents will remain covered for 31 days. If your spouse is eligible to a survivor pension from the Air Canada Pension Plan at the time of your death, he or she will also be eligible for coverage under the Group Health Benefit Plans for retired employees, of which the VSHP includes a dental component.

Note: Employees hired on or after May 1st, 2014 are not eligible to post-retirement benefits.

16. Is it possible to extend coverage after it has ended?

No, benefits are not payable for expenses incurred after the date your coverage ends; this includes pre-approved services, except if an impression of a denture was taken before the coverage ended. In that case, expenses in connection with this procedure that are incurred within 30 days after the end of coverage are eligible.



17. Can I be reimbursed for filling(s) treatments completed out of country?

Eligible dental expenses incurred outside of Canada are eligible for reimbursement based on the Ontario fee guide. Any treatment exceeding 7 fillings in 1 quadrant will require x-rays and/or a detailed clinical description from the treating dentist.



USE OF PERSONAL INFORMATION

The Personal Information Protection and Electronic Documents Act (PIPEDA)

The Personal Information Protection and Electronic Documents Act (PIPEDA) sets out ground rules for how private sector organizations may collect, use or disclose personal information in the course of commercial activities. PIPEDA also applies to federal works, undertakings and businesses in respect of employee personal information. The law gives individuals the right to access and request correction of the personal information these organizations may have collected about them.

In general, **PIPEDA** applies to organizations' commercial activities in all provinces, except organizations that collect, use or disclose personal information entirely within provinces that have their own privacy laws, which have been declared substantially similar to the federal law. In such cases, it is the substantially similar provincial law that will apply instead of PIPEDA, although PIPEDA continues to apply to federal works, undertakings or businesses and to interprovincial or international transfers of personal information. **(From the Office of the Privacy Commissioner of Canada)**

Refer to the Personal Information Protection Policy (*HR Connex >Policies & Forms > My Work & Career > Workplace Policies > Personal Information Protection*).