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# New Brunswick Public Service Benefit Plans

A GUIDE FOR PROVINCIAL COURT JUDGES



Standing Committee on Insured Benefits  
Comité permanent sur les régimes d'assurance



This booklet summarizes group benefits available to judges as of the issue date and has been prepared solely for information purposes. While every effort has been made to ensure that this summary is accurate, benefits may change from time-to-time. As a summary, this booklet does not include all details, qualifications, restrictions, exclusions, and limitations applicable to the employee group benefit plans.

This summary is not a legal document and does not create any legal rights or obligations. The official employee group insurance contract, service agreements, legislation, regulations, and guidelines will govern all questions of entitlement to benefits.

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# Introduction

The New Brunswick Public Service Benefit Plans provide participating Provincial Court judges with assistance in covering specified health, travel, and dental expenses, support during times of hardship, and financial protection in times of illness, injury, and unexpected events. The benefit plans for the Provincial Court judges are funded by contributions of both the judge and the employer and are overseen by the Standing Committee on Insured Benefits (SCIB). They are managed regularly to ensure that the plans are affordable, sustainable and meet the needs of judges. The day-to-day administration of these benefit policies are overseen by the Employee Benefit Services team of the Department of Finance and Treasury Board.

This booklet, intended for active judges and their dependents, provides an overview of the following benefit plans:

- ◆ Health Plan
- ◆ Travel Plan
- ◆ Business Travel Plan
- ◆ Dental Plan
- ◆ Life Insurance Plan
- ◆ Accidental Death and Dismemberment Insurance (AD&D) Plan
- ◆ Waiver of Premium (WOP)

Additionally, this booklet contains helpful information about maintaining benefit coverage during interruptions of employment and upon termination of employment.

For information on the benefits available to other groups, refer to the following booklets:

- ◆ New Brunswick Public Service Benefit Plans: A Guide for Active Employees
- ◆ New Brunswick Public Service Benefit Plans: A Guide for Retirees

## Service Providers

The benefit plans are serviced and administered by the external vendors outlined in the table below. The service providers are subject to change at the end of each contract.

Benefit Plans and Services	Service Provider
Health Plan	Medavie Blue Cross (MBC)
Travel Plan	Medavie Blue Cross (MBC)
Business Travel Plan	Medavie Blue Cross (MBC)
Dental Plan	Medavie Blue Cross (MBC)
Life Insurance Plan	Medavie Blue Cross (MBC)
Accidental Death and Dismemberment Insurance (AD&D) Plan	Medavie Blue Cross (MBC)
Waiver of Premium	Medavie Blue Cross (MBC)
Claims Administration / Insurer	Medavie Blue Cross (MBC)
Plan Administration	Vestcor

# Eligibility, Enrolment and Late Application

The benefit plans are open to all New Brunswick Provincial Court judges and their dependents who meet the eligibility criteria listed below and the dependent eligibility criteria listed in the table below. Judges and dependents **must** enrol within **31 calendar days** of becoming eligible to participate. No medical questions will be asked if judges and dependents submit their enrolment request with those 31 calendar days. Failure to meet this deadline means judges and dependents will be treated as [late applicants](#), they will be asked to complete a [Statement of Health](#), and may be at risk of being declined coverage by the Insurer.

Participating judges also have the option to enrol eligible dependents in the Health, Travel, Dental, Dependent Life, and Voluntary Accidental Death and Dismemberment (AD&D) benefit plans. Optional Critical Illness insurance is also available to eligible judges and dependents.

## Judge Eligibility Criteria

The eligibility criteria for judges to participate in the benefit plans are as follows.

- ◆ Judges working full time will be eligible immediately on their first day of work.
- ◆ Judges who have been terminated and subsequently re-hired within six (6) months of termination are eligible for the reinstatement of their coverage immediately upon return to work.
- ◆ Judges who had a qualifying life changing event as described on page 4 and meet one of the eligibility criteria listed above have the opportunity to enrol or make changes to their benefits within **31 calendar days** of the life changing event.
- ◆ Judges must be residents of Canada to be eligible to participate and must work in Canada. Additionally, for Health, Travel (applies to Business Travel as well) and Dental coverage only, judges must be covered for benefits under a provincial or territorial government health insurance plan (e.g., Medicare).

## Dependent Eligibility Criteria

Dependents are defined as a judge's spouse and dependent children and their eligibility criteria to participate in the applicable benefit plans are outlined in the table below.

For dependents to be eligible to participate in a benefit plan, the judge must also be participating in that plan (e.g., a dependent cannot participate in the Dental plan unless the judge is also participating in the Dental plan).

Dependents must be residents of Canada, and for Health, Travel, and Dental coverage only, they must be covered for benefits under a provincial or territorial government health insurance plan (e.g., Medicare).

Benefit Plans	Dependent	Eligibility Requirements
Health Travel Dental Dependent Life Voluntary AD&D	Spouse	A spouse is eligible for coverage if legally married to the judge or in a common-law relationship with cohabitation for at least one year. A divorced spouse is not eligible for coverage.  Only one spouse is eligible for coverage. Where the judge has more than one spouse, as defined above, the judge may choose which spouse will be covered.

	Children*	<p>Dependent children are eligible for coverage if all of the following criteria are met:</p> <ul style="list-style-type: none"> <li>◆ under age 21;</li> <li>◆ a natural, adopted, or stepchild of the judge;</li> <li>◆ financially reliant on the covered judge or their spouse for the majority of care, maintenance and support; and</li> <li>◆ not married or in a common-law relationship.</li> </ul> <p><b>IMPORTANT!</b> In the case of a child born (stillborn), the Dependent Life coverage will be effective from 28 weeks of conception.</p>
	Students	Coverage for dependent children can continue until their 26 <sup>th</sup> birthday, if a full-time student at an accredited post-secondary educational institution. Proof of full-time enrolment in an accredited post-secondary institution is required.
	Over-Age Dependents	Coverage for dependent children can continue beyond age 21 if a mental or physical disability was diagnosed prior to age 21, or prior to age 26 if a full-time student at date of diagnosis. Must complete <a href="#">Special Dependent Questionnaire</a> .

\* Does not include foster children.

### **Enrolment and Changes**

For judges and dependents **to enrol** in the benefit plans, they must complete the [Active Employee Enrolment/Change Form](#) and submit it to their Human Resources or Payroll Services office within **31 calendar days** of becoming eligible to participate, or within **31 calendar days** of a life changing event outlined in the table on page 4. An enrolment checklist is included in [Appendix B](#).

**Basic Life/AD&D** – Participation is compulsory, and the employer must enrol the judge immediately upon becoming eligible.

**Health, Travel, Dental and Optional Life/AD&D** – Participation is optional, however, judges **must** enrol or make changes by completing the [Active Employee Enrolment/Change Form](#) and submitting it to the Human Resources or Payroll Services office within **31 calendar days** of becoming eligible to participate, or within **31 calendar days** of a life changing event outlined in the table on page 4. If the 31-day deadline has passed, the judge and their dependents will be considered as [late applicants](#).

**Voluntary AD&D** – Participation is optional. Enrolment or changes can be made at anytime by completing the [Active Employee Enrolment/Change Form](#) and submitting it to the Human Resources or Payroll Services office.

**Dependent Life** - Participation is optional. This benefit plan can only be enrolled in within **31 calendar days** of becoming eligible to participate, or during the **annual open enrolment opportunity**, which typically occurs in the month of May.

**Business Travel** – Is only available to judges who are not enrolled in Health/Travel Plan. It can be enrolled in at anytime by completing the [Application Form – Employee Business Travel](#) and submitting it to the Human Resources or Payroll Services office or directly to the Claims Administrator (MBC).

### **Life Changing Events**

To enrol and/or make changes to your existing coverage due to a Life Changing Event **while you are actively at work** (capable of working your regular schedule), you **MUST** submit an Enrolment/Change Form within **31 calendar days of experiencing the Life Changing Event** (see the table below).

If the Life Changing Event happens **while you are on an approved leave of absence**, you will have **31 calendar days of the date you return to work** to submit an [Active Employee Enrolment/Change Form](#) to enrol and/or make changes to your existing coverage. There are **exceptions** for the two Life Changing Events detailed below.

◆ **Birth or Adoption:**

◆ If you continued coverage during your maternity/paternity or adoption leave, you have **31 calendar days** from the birth or adoption date to add dependents and/or make changes to your existing coverage. **If the 31-calendar day timeline is missed**, you will have to wait upon your return to work to submit a late application to enrol/make changes to your existing coverage. **No late application will be accepted while on a leave of absence.**

◆ If you did not continue coverage or did not have coverage prior to this Life Changing Event, you will have **31 calendar days** from the date you return to work to enrol, add dependents, and/or make changes to your existing coverage.

◆ **Involuntary Loss of Coverage:**

◆ If you and/or your dependents involuntarily lose Health and/or Dental coverage, **while you are on an approved leave of absence**, you have **31 calendar days** from the date in which you lost coverage to enrol and/or make changes to your existing coverage. **If the 31-calendar day timeline is missed**, you will have to wait upon your return to work to submit a late application to enrol/make changes to your existing coverage. **No late application will be accepted while on a leave of absence.**

**IMPORTANT!** If you cannot obtain the documentation required within **31 calendar days**, send the enrolment form to your employer immediately and then send the required documentation when it becomes available.

Life Changing Event	Who Can be Added?	Documentation Required
1. Marriage 2. Common-Law Partnership*	Judge, Spouse, and Dependent Children	1. Copy of the marriage certificate/statement. 2. The <a href="#">Statutory Declaration of Common-Law Partner</a> . <b>IMPORTANT!</b> The addition of a common law spouse can only be made within 31 calendar days following one year of cohabitation.
1. Birth 2. Adoption	Judge, Spouse, and Dependent Children	1. Copy of the birth certificate. Copy of the sealed signed adoption documents.
1. Divorce 2. Separation*	Judge and Dependent Children	1. Copy of the divorce judgement. Copy the separation agreement.
Death of a Spouse	Judge and Dependent Children	Copy of the death certificate.
Initial Post-Secondary Enrolment	Dependent Children	Applies to the student's initial** enrolment in post-secondary education. Proof of full-time enrolment in an accredited post-secondary institution.
Involuntary Loss of Coverage	Judge, Spouse, and Dependent Children	Applies to Health, Travel, and Dental coverage only. Proof of termination of similar coverage*** from employer or insurance provider (including date coverage terminated, description of coverage and confirmation of who was covered).
Obtaining of Government Health Insurance (e.g., Medicare)	Judge, Spouse, and Dependent Children	Proof of acceptance for Government Health Insurance - eligibility confirmation letter which includes the effective date of coverage.

For all life changing events, anyone added to the Health, Travel and Dental Plans must provide proof of government health insurance (e.g., Medicare).

\* Can only take advantage of one or the other, not both. For example, if a couple who attains common-law status and later gets married, the marriage would only be considered a life changing event if the couple did not take advantage of the common-law status life changing event (e.g., did not enrol or make changes upon attaining common-law status). The same interpretation applies for separation and divorce.

\*\* **"Initial"** means it **would be** a life changing event anytime a dependent child starts at university/college for the first time or is coming back after enrolling years prior and dropping out or having completed their degree and coming back a few years later to pursue their studies. However, this **would not** be a life changing event every single year of study when continuous (e.g., September 2023 (1st year of study), September 2024 (2nd year of study), September 2025 (3rd year of study), etc.).

\*\*\* **"Similar Coverage"** means coverage for a comparable category of benefits. Similar coverage may have been offered by a qualified plan of the participant's spouse's or other dependents' employer. The Plan Sponsor (FTB) or designate (Employer) will determine whether coverage is similar. For example, the judge must have had health and dental coverage from another source to qualify as losing such similar coverage. For another example, if the judge only lost dental coverage, they are not eligible for health coverage under a life changing event.

## **Late Application Process**

**Health, Travel and Optional Life/AD&D** - It is important that judges and eligible dependents understand they will be treated as a late applicant and may be at risk of being declined coverage by the Insurer if they do not enrol or make changes within **31 calendar days** of becoming eligible or if they **choose to decline or cancel coverage** and wish to enrol at a later date.

Judges and dependents enrolling as **late applicants** in the Health, Travel, or Optional Life/AD&D plans will be required to complete a [Statement of Health](#) and for confidentiality reasons, submit it to the Insurer the medical underwriting process and submit the [Active Employee Enrolment/Change Form](#) separately to their Human Resources or Payroll Services office.

The medical underwriting process can take between two (2) to three (3) months. **Please note that the Insurer may follow up with you to collect more details if required.** The Insurer will advise the applicant directly of the decision. If approved, coverage will commence on the approval date by medical underwriting.

**Dental** - No late application process. However, those who do not enrol within **31 calendar days** of becoming eligible to participate will be **subject to a maximum reimbursement**, per participant, of \$100 for all eligible dental expenses for the first 12 months of coverage. For example, where both the judge and their spouse are late applicants, they are each eligible for the \$100 maximum reimbursement amount. The coverage will start the first day of the following month.

**Voluntary AD&D** – No late application process. Judges and dependents can enrol at anytime and the coverage will start the first day of the following month.

**Dependent Life** - No late application process. This benefit plan can only be enrolled in within **31 calendar days** of becoming eligible to participate, or during the **annual open enrolment opportunity**, which typically occurs in the month of May.

**Business Travel Plan** - No late application process and dependents are not eligible to participate in this Plan.

**IMPORTANT!** Judges can only submit a late application **while actively at work**.

## **Beneficiary Designation**

Upon death of a participant, the designated beneficiary will receive the benefit payable. A beneficiary should be designated for the Basic Life/AD&D, Optional Life/AD&D, and Voluntary AD&D insurances. The judge is automatically the beneficiary for Dependent Life insurance.

Guidelines in designating a beneficiary are as follows:

- ◆ All beneficiary designations and changes are subject to legislation.
- ◆ The beneficiary is the person(s) designated in writing by the judge on the [Beneficiary Designation/Change Form](#). A beneficiary can be added, changed, or removed at anytime by the judge completing a new form.
- ◆ If no beneficiary is listed, or all beneficiaries are deceased, the benefit will be paid to the judge's estate.
- ◆ A beneficiary must be a living person or a charitable organization (registered with the Canada Revenue Agency).
- ◆ If a beneficiary is below the age of majority, a trustee must be designated to receive and disburse any amount payable during such time that the beneficiary is below the age of majority.
- ◆ If multiple beneficiaries are designated and there is no specification of how the benefit is to be divided, the benefit payable will be divided equally among the beneficiaries.
- ◆ There is no contingency option available, and beneficiaries cannot be preferentially ranked. If a beneficiary is deceased at the time of the judge's death, the benefit amount cannot be transferred to a secondary beneficiary.

The annual employee statement of benefits lists who has been identified as a beneficiary.

## **Survivor Benefit**

Participating dependents may maintain **Health, Travel, and Dental coverage** by [transferring to the Retiree Benefit Plans](#) following the death of the judge. The Plan Administrator (Vestcor) must be notified of such within **31 calendar days** of the judge's death.

For a spouse to transfer coverage to the Retiree Benefit Plans, **they must be 50 years of age or greater** at the time of, or within **31 calendar days** of the judge's death.

For a dependent child to transfer coverage, **the spouse must also transfer their coverage**. A dependent child's coverage cannot be transferred to the Retiree Benefit Plans if the spouse does not also transfer.

Although the dependents of a deceased judge may maintain coverage by participating in the Retiree Benefit Plans under no circumstances can coverage be extended to any other individuals (e.g., if the judge's surviving spouse remarries or gives birth to new children, coverage will not be extended to those new dependents).

If **not 50 years of age or greater** at the time of, or within **31 calendar days** of the judge's death, the surviving spouse (including their eligible dependents) may choose to convert to an individual policy provided by Medavie Blue Cross called the **Select Conversion Plan** without having to provide proof of insurability (no medical questions asked). This option is only available within **31 calendar days** of the judge's death. See the [Conversion and Transfer](#) section for more information.

Participating dependents may also maintain their **Life and AD&D insurances** following death of the judge by [converting to an individual policy](#).

# Premium Contributions and Payments

Premiums are deducted monthly via the judge's pay and the cost-share structure of premiums for each benefit is outlined in the table below.

**IMPORTANT!** While on leave without pay (LWOP), the judge will be responsible for the entirety of all premium payments (unless the judge and employer have otherwise agreed to a cost-sharing arrangement). Refer to the [Continuation of Coverage](#) section for more information.

Benefits	Judge Share	Employer Share
Health	25%	75%
Travel	25%	75%
Business Travel	0%	100%
Dental	50%	50%
Basic Life	0%	100%
Optional Life	100%	0%
Dependent Life	50%	50%
Basic AD&D	0%	100%
Optional AD&D	100%	0%
Voluntary AD&D	100%	0%

## Monthly Premium Rates

Health and Travel (effective April 1 <sup>st</sup> , 2026)		
	Employer	Judge
Judge Only (Single Coverage)	\$166.72	\$55.57
Judge + 1 Dependent (two-person coverage)	\$350.77	\$116.93
Judge + 2 or more Dependents (Family Coverage)	\$523.47	\$174.49

Dental (effective April 1 <sup>st</sup> , 2026)		
	Employer	Judge
Judge Only (Single Coverage)	\$19.37	\$19.37
Judge + 1 Dependent (two-person coverage)	\$33.13	\$33.12
Judge + 2 or more Dependents (Family Coverage)	\$49.67	\$49.66

Life Insurance (effective April 1 <sup>st</sup> , 2026)		
	Employer	Judge
Basic Life	13.5¢ / \$1,000 of salary*	---
Optional Life	---	17.6¢ / \$1,000 of salary*
Dependent Life	\$1.81	\$1.80

Accidental Death and Dismemberment (AD&D) Insurance (effective April 1 <sup>st</sup> , 2026)		
	Employer	Judge
Basic AD&D	1.2¢ / \$1,000 of salary*	---
Optional AD&D	---	1.5¢ / \$1,000 salary*
Voluntary AD&D - Single	---	2.0¢ / \$1,000 Benefit
Voluntary AD&D - Family	---	2.9¢ / \$1,000 Benefit

**\*IMPORTANT!** Premiums for Basic and Optional Life/AD&D insurance are determined **based on the full-time salary equivalent of the position**. The benefit will also be calculated using this full-time salary.

**For example:** If a judge will be working less hours due to pre-retirement or temporary reduction programs, their premium payments will not change, and the benefit payable will be based on their full-time salary.

This table indicates what will happen to the benefit premiums while a judge is on an approved preretirement or temporary reduction programs.

Benefit Plan	Premium rates while working full-time hours	Premium rates while working reduced hours	Benefit Coverage
Health, Travel and Dental	Premiums are fixed rates.	No change, unless coverage is reduced or increased.	Coverage remains the same.
Basic and Optional Life/AD&D	Premiums are calculated based on full-time salary equivalent of the position.	No change	Benefit will be paid based on the full-time salary equivalent of the position.
Voluntary AD&D	Premiums are calculated based on a selected monetary value.	No change, unless coverage is reduced or increased.	Benefit payment remains the same, unless coverage is reduced or increased.
Dependent Life	Premium is a fixed rate.	No change	Benefit payment remains the same.

**Effective Date of Coverage and Premium Deductions**

The effective date of coverage is the date on which employment begins.

Premiums for all insurances provide coverage for the following month, except for Voluntary Accidental Death and Dismemberment (AD&D) and Optional Critical Illness, which provide coverage for the current month.

Premium deduction requirements following a judge’s date of hire are outlined in the table below.

Status	Date of Hire	Coverage Effective	Premiums must be deducted for:
Regular	March 1 <sup>st</sup>	March 1 <sup>st</sup>	March and April coverage
Regular	March 2 <sup>nd</sup> – 31 <sup>st</sup>	March 2 <sup>nd</sup> – 31 <sup>st</sup>	April coverage

# Continuation of Coverage while on Leave

When an interruption of employment occurs, judges and dependents may be eligible to continue coverage for some or all benefits for a specified period of time. Interruptions of employment are subject to the provisions of the *Provincial Court Act*.

Where the information in this section differs from the *Provincial Court Act*, the provisions of the *Act* shall prevail.

## **Approved Leave of Absence**

- ◆ Judges who are approved for a leave of absence **with full or partial pay** (does not include the Deferred Salary Leave Plan) will remain covered for all their benefits and employer cost sharing arrangements will continue for the duration of the leave. The judge's share of the premiums will continue to be paid through regular payroll deductions.
- ◆ For an approved **leave without pay (LWOP)**, the **judge and employer** must complete a [Continuation of Employee Benefits Coverage – Leave of Absence without Pay Form](#) and submit it to the employer or the Plan Administrator (Vestcor) **within 60 calendar days** of the leave commencing. **IMPORTANT! The judge must sign, date, and initial their options on the form, whether or not coverage is continued.** Optional Critical Illness coverage will automatically be continued (see note on page 11).
- ◆ If the judge **chooses to discontinue coverage**, they must complete and submit the form [Continuation of Employee Benefits Coverage – Leave of Absence without Pay](#) indicating their choice not to continue. Premiums pay for the next month coverage, consequently **their coverage will end on the last day of the month for which the last premium payment paid for** and will then be suspended. The only exception is for Voluntary AD&D, which provides coverage for the current month. Therefore, Voluntary AD&D coverage would be suspended at the end of the month in which the leave started. Coverage for all benefits will only be **reinstated upon the judge's return to work.**
- ◆ If the judge **chooses to continue coverage** during the **unpaid leave (LWOP)**, they will be **responsible for the entirety (100%) of all premium payments** for the coverage they chose to continue as designated on the [Continuation of Employee Benefits Coverage – Leave of Absence without Pay/Layoff Form](#), unless the judge and employer have otherwise agreed to a cost-sharing arrangement.

**IMPORTANT!** Continuation of Basic Life/AD&D coverage is mandatory in order to continue Optional Life/AD&D, Dependent Life or Voluntary AD&D.

## **EXCEPTIONS for continuation of the cost sharing:**

- ◆ During a **sick LWOP**, for the first four (4) months of the leave, the cost-sharing continues. On the 5<sup>th</sup> month, the judge will be **responsible for the entirety (100%) of all premium payments** for the coverage they chose to continue. If the judge uses paid sick leave, this time will be counted as part of the "first four (4) months of the leave".

**For example**, a judge has two (2) months of paid sick leave and starts their LWOP on the 3<sup>rd</sup> month, the continuation of the cost sharing would only apply for the 3<sup>rd</sup> and 4<sup>th</sup> month as the first and second month, were cost shared through payroll deductions. On the 5<sup>th</sup> month, the judge would start paying 100% of the premiums of the benefits they chose to continue.

- ◆ During a **maternity leave**, the cost sharing continues for the duration of the leave. The duration of the leave is in accordance with the provisions of the *Provincial Court Act*. Once the maternity leave changes to the parental leave, the judge will be **responsible for the entirety (100%) of all premium payments** for the coverage they chose to continue.

The initial 4-month of sick LWOP also serves as the qualifying period to be eligible for the [Waiver of Premium \(WOP\)](#) benefit. The judge **must continue to pay premiums during the 4-month qualifying period**. If premiums have not been paid during the qualifying period, it means that the judge has waived their right to the WOP benefit.

**IMPORTANT!** The judge may use approved leave with full or partial pay beyond the qualifying period, however the WOP will not take effect until all salary payments cease. Refer to the [WOP section](#) of this booklet for more information.

For more information regarding Life Changing Events that occur during a leave of absence, refer to [Life Changing Events](#) section.

Although both **deferred salary leave** and **pro-rated salary leave** are forms of leave without pay, for benefit continuation purposes only pro-rated salary leave is considered a leave with pay (for reason that benefits will automatically continue via payroll deductions).

**IMPORTANT!** If premium payments are not received **within 60 calendar days of the leave commencing**, coverage will be suspended and only reinstated upon the judge’s return to work. **Retroactive payments will not be accepted**. Premium payments are made to:

- ◆ the employer for Health, Travel, and Dental coverage via applicable methods; and
- ◆ the Plan Administrator (Vestcor) for all other premiums (Life, AD&D, LTD) via monthly post-dated cheques or money orders, made payable to the Minister of Finance.

The maximum duration in which a judge may be permitted to continue coverage during an unpaid leave is dependent upon the type of leave and is outlined in the table below. To view the full list of **Maximum Periods for Continuation of Coverage** while on an approved leave without pay (LWOP), [click here](#).

	Life Insurance	AD&D Insurance	Health, Travel, and Dental Coverage
<b>Adoption</b>	Duration of leave	Duration of leave	Duration of leave
<b>Career Development</b>	Up to 12 months	Up to 12 months	Up to 12 months
<b>Child Care</b>	Duration of leave	Duration of leave	Duration of leave
<b>Deferred Salary</b>	Up to 12 months	Up to 12 months	Up to 12 months
<b>Educational</b>	Up to 3 years	Up to 3 years	Duration of leave
<b>Entrepreneurial</b>	Up to 3 years	Up to 3 years	Up to 3 years
<b>General</b>	Up to 3 years	Up to 3 years	Duration of leave
<b>Maternity</b>	Duration of leave	Duration of leave	Duration of leave
<b>Nomination/Election</b>	Up to 6 months	Up to 6 months	Up to 6 months
<b>Sick Leave</b>	Duration of leave	Duration of leave	Duration of leave
<b>Summer-off</b>	Up to 2 months	Up to 2 months	Up to 2 months

### **Termination of Coverage**

#### General

- ◆ If employment is terminated, all coverage except Optional Critical Illness (see note on page 11) ends on the date of termination, unless a severance policy states otherwise. With the exception of Voluntary AD&D, premiums paid in advance for the following month will be refunded if they have been deducted in the month employment is terminated. There will be no prorated premium amount refunded for the current month.

Upon termination, the judge and their dependants have options as described in the [Conversion and Transfer](#) section of this booklet.

If an employer terminates a judge while on an approved waiver of premium (WOP) due to disability, the WOP will remain, and their coverage will continue.

- ◆ Judges who have been terminated and subsequently **re-hired within six (6) months of termination** and meet the eligibility requirements may immediately have their coverage reinstated upon return to work. The same practice would apply for premium deductions as indicated in the table on page 8.

#### Retirement

- ◆ Since Health, Travel and Dental premiums are deducted one (1) month in advance, coverage under the Provincial Court Judges Plans normally continues until the end of the month following retirement date.
- ◆ Coverage under the Retiree Benefit Plans would then commence on the first day of the following month. Premium payments for the Retiree Benefit Plan are paid by pre-authorized debit or credit card and are deducted from the bank account or credit card of the retiree's choice on the first day of each month.

**NOTE:** In all circumstances (termination of employment, retirement, leave of absence), **Optional Critical Illness** coverage will automatically be continued unless you choose to suspend/terminate it by calling Medavie Blue Cross' Optional Benefits Team at 1-844-949-3809.

# Health Plan

The Health Plan provides benefits to participating judges for specified expenses related to practitioner services, vision care, medical treatment and equipment, and prescription drugs. Those who enrol in the Health, Travel, or Dental plans will receive a [Medavie Blue Cross Identification Card](#).

Judges may choose to participate in the Health Plan via one of the following three coverage options and the premiums for each coverage option are 75% employer paid and 25% paid by the judge.

- ◆ **Judge Only:** Coverage applies to the judge only.
- ◆ **Judge + 1 Dependent:** Coverage applies to the judge and one dependent (e.g., spouse or child).
- ◆ **Judge + 2 or More Dependents:** Coverage applies to the judge and all dependents (e.g., spouse and children).

The Travel Plan is an extension of the Health Plan. When a judge enrolls in one of the three Health options, they will automatically be enrolled in the corresponding option for Travel coverage.

## How to Enrol

- ◆ Complete page 3 of the [Active Employee Enrolment/Change Form](#).
- ◆ Send **completed** and **signed** form to their Human Resources or Payroll Services office within **31 calendar days** of becoming eligible to participate, or within **31 calendar days** of a life changing event (see table on page 4).
- ◆ Judges and dependents who **do not enrol or make changes** within **31 calendar days** of becoming eligible will be treated as [late applicants](#) and are at risk of being declined coverage by the Insurer. Judges and dependents enrolling as a late applicant in the Health plan will be required to complete a [Statement of Health](#) and for confidentiality reasons, send it directly to the Insurer for proof of insurability and submit the [Active Employee Enrolment/Change Form](#) separately to their Human Resources or Payroll Services office.

## Covered Benefits

Prescription Drugs and Medical Expenses	
The amount payable for benefits listed below is 80%	
Benefits	Maximum Amount Payable
Accidental Dental Care***	Up to usual and customary expenses
Allergy Testing Materials	\$40 per calendar year
Ambulance Attendant	\$240 per calendar year
Ambulance Transportation	\$400 per calendar year
Artificial Larynx	Up to usual and customary expense - 1 per lifetime
Artificial Larynx Repairs	\$240 per calendar year
Burn Pressure Garments	\$500 per calendar year
Compression Garments	2 pairs per calendar year
Cranial Remolding Helmets	Up to usual and customary expenses - 2 per lifetime
Cushions and Inserts	Up to usual and customary expenses

Diabetes - Blood Glucose Monitoring Sensors and Transmitters	\$4,000 per calendar year <b>(Direct Payment with Blue Cross ID Card)</b>
Diabetes - Insulin Pump	\$5,200 per 5 calendar years
Diabetes - Other Equipment	\$560 per calendar year
Diabetes - Supplies for Diabetes	Unlimited - Participant pays 20%, to a maximum of \$15 per prescription. <b>(Direct Payment with Blue Cross ID Card)</b>
Diagnostic Tests	Up to usual and customary expenses
Elastic Support Garments	\$160 per calendar year
Elastic Wrap	\$160 per calendar year
Foot Care Services	Up to usual and customary expenses
Health Coaching and Chronic Disease Management	\$500 per calendar year (all programs combined)
Inhalation Spacing Devices	Up to usual and customary expenses - 1 per lifetime (participants under age 13)
Lymphedema Sleeves	\$500 per calendar year
Medical Equipment***	Up to usual and customary expenses
Mobility Aids (cast, canes, crutches)	Up to usual and customary expenses - one every 2 calendar years
Molded Arch Orthotics / Orthopedic Shoes	\$240 per calendar year
Nursing Care*** (see request form in <a href="#">Appendix A</a> )	\$10,000 per calendar year
Orthosis	\$640 per calendar year
Ostomy Supplies	Up to usual and customary expenses
Patient Lifters	Up to usual and customary expenses - 1 rental per month and 1 purchase per 5 calendar years
Peak Flow Meters	\$36 per 2 calendar years
Prescription Drugs	Unlimited - Participant pays 20%, to a maximum of \$15 per prescription. * ** <b>(Direct Payment with Blue Cross ID Card)</b>
Prosthetics (limbs, eyes)	Up to usual and customary expenses
Myoelectric Prosthetic Limbs	\$10,000 per lifetime
Shoulder Harnesses / Slings	Up to usual and customary expenses
Smoking Cessation	\$800 per 5 calendar years - Participant pays 20%, to a maximum of \$15 per prescription. <b>(Direct Payment with Blue Cross ID Card)</b>
Speech Aids	\$400 per lifetime
Surgical Bras	2 per calendar year
Wigs	\$240 per lifetime

\* With the exception of Methadone and Suboxone where the participant pays a deductible of \$15 each per month.  
 \*\* With the exception of certain Specialty High Cost Drugs.  
 \*\*\* Subject to pre-authorization by the Claims Administrator (MBC).

**Accidental Dental Care** – Charges for dental treatment, when natural teeth have been damaged by a direct accidental blow to the mouth, or a fractured or dislocated jaw requires corrective setting. Dental treatment must be authorized within 180 days of the accident, and dental work must be completed within 24 months of the accident. Claims must be pre-authorized by the Claims Administrator (MBC).

**Allergy Testing Materials** – Purchase of allergy testing materials, when authorized by appropriate medical personnel.

**Ambulance Attendant** – Charges for a nurse to accompany the participant being transported in an ambulance, when authorized by the Claims Administrator (MBC). The nurse must not be a relative of the participant.

**Ambulance Transportation** – Charges for ambulance transportation (including by air) to and from the nearest appropriate hospital/medical facility.

**Artificial Larynx** – Purchase of an artificial larynx, when authorized by appropriate medical personnel.

**Artificial Larynx Repair** – Charges for the adjustment and repair of an artificial larynx.

**Burn Pressure Garments** – Purchase of burn pressure garments, when authorized by appropriate medical personnel.

**Compression Garments** – Purchase of made-to-measure gradient compression garments (with a minimum compression of 20 mmHg), when authorized by the attending physician.

**Cranial Remolding Helmets** – Purchase of cranial remolding helmets, when authorized by appropriate medical personnel.

**Cushions and Inserts** – Purchase of cushions and inserts for wheelchairs or scooters, when authorized by appropriate medical personnel.

**Diabetes - Blood Glucose Monitoring Sensors and Transmitters** – Purchase of glucose monitoring sensors and transmitters that detect the amount of glucose in the bloodstream (blood sugar level). Must be dependent on insulin for the treatment of diabetes to benefit from this coverage.

**Diabetes - Insulin Pump** – Purchase of an insulin pump, when authorized by the attending physician and approved by the Claims Administrator (MBC).

**Diabetes - Other Equipment** – Purchase of other equipment for diabetes, when authorized by the Claims Administrator (MBC).

**Diabetes - Supplies** – Charges for needles, swabs, lancets, syringes, test tapes, infusion sets, and tubes used with insulin pumps.

**Diagnostic Tests** – Charges for diagnostic laboratory services (including x-rays, electrocardiograms, ultrasounds, and laboratory analyses), when conducted by a laboratory approved by the Claims Administrator (MBC).

**Elastic Support Garments** – Purchase of elastic support garments, when authorized by the attending physician.

**Elastic Wrap** – Purchase of elastic wrap.

**Foot Care Services** – Charges for services provided by a registered nurse or licensed practical nurse.

**Health Coaching and Chronic Disease Management** – Refer to page 18 for the information on this benefit.

**Inhalation Spacing Devices** – Purchase of an inhalation spacer, when authorized by appropriate medical personnel. This benefit is available to participants under 13 years of age only.

**Lymphedema Sleeves** – Purchase of compression sleeves that alleviate swelling associated with lymphedema, when authorized by appropriate medical personnel.

**Medical Equipment** – Charges for the rental of wheelchairs, scooters, hospital-type bed, or equipment for the administration of oxygen, when authorized by a physician. If due to extended illness or disability, it is felt that the need for these items will be long term, the Claims Administrator (MBC) may authorize the purchase of these items.

**Mobility Aids** – Purchase of braces, canes, casts, crutches, cervical collars, trusses, when authorized by appropriate medical personnel. If the replacement of these mobility aids is necessary due to pathological or physiological changes, the Claims Administrator (MBC) may authorize such.

**Molded Arch Orthotics / Orthopedic Shoes** – Purchase of customized orthopedic shoes (and modifications/adjustments of such), when deemed medically necessary due to congenital, post-traumatic deformities, or severe foot abnormalities. Purchase of customized orthotic inserts, when deemed medically necessary due to pes planus, plantar fasciitis, mechanical foot defects, or other foot abnormalities that require customized orthotics. All orthopedic shoes and orthotic inserts must be prescribed by a physiatrist, podiatrist/chiropractist, rheumatologist, orthopedic surgeon, or the attending physician.

**Nursing Care** – Charges for nursing care services performed at the participant's home. This benefit does not cover nursing care services performed in a hospital, nursing home, or for the purposes of convalescent care. Claims must be pre-authorized by the Claims Administrator (MBC).

**Orthosis** – Purchase of customized orthopedic shoes made from sculpted form for deformed feet.

**Ostomy Supplies** – Purchase of essential ostomy supplies and compact suction pumps, when authorized by appropriate medical personnel.

**Patient Lifters** – Rental or purchase of patient lifters, which assist in the transportation of the participant.

**Peak Flow Meters** – Purchase of peak flow meters, which measure an individual's oxygen intake, when authorized by the attending physician.

**Prescription Drugs** – Purchase of prescription drugs that may be obtained only with the written prescription of a health professional (physician, nurse practitioner, dentist or pharmacist) who is a duly registered member of their occupational guild and practices within the limits of their authority as established by law, are dispensed by a pharmacy, and are authorized by the Claims Administrator (MBC).

Reimbursements for prescription drugs are limited to those appearing on the Defined Benefit Formulary, and claims are assessed using the Mandatory Generic Substitution (MGS) method, which dispenses the lowest priced interchangeable product available. The judge may request a higher cost interchangeable or brand name drug; however, they will be responsible for paying the difference in cost.

Requests for reimbursement for prescription drugs that do not appear on the Defined Benefit Formulary may be made by completing a [Specialty Prescription Drug - Prior Authorization Request](#).

Requests to be exempted from the MGS method for reason of adverse reaction may be made by completing a [Mandatory Generic Substitution – Exception Request](#). Both forms must be submitted to the Claims Administrator (MBC).

**Prosthetics / Myoelectric Prosthetic Limbs** – Purchase of breast, eye, and artificial limb prosthetics, when authorized by appropriate medical personnel. If the replacement of these prosthetics is necessary due to pathological or physiological changes, the Claims Administrator (MBC) may authorize such.

**Shoulder Harnesses / Slings** – Purchase of shoulder harnesses and slings.

**Smoking Cessation** – Purchase of nicotine replacement therapy patches, nicotine gums, lozenges, and oral medications, when prescribed by a physician.

**Speech Aids** – Purchase of speech aid equipment, when authorized by a speech therapist and the attending physician, for participants who do not have oral communication ability.

**Surgical Bras** – Purchase of bras that provide support to the breasts post-surgery, when authorized by appropriate medical personnel.

**Wigs** – Purchase of wigs, when hair loss is due to underlying pathology or its treatment (e.g., cancer) and authorized by appropriate medical personnel. This benefit does not cover hair prosthetics, replacement therapy, or other procedures for physiological hair loss (e.g., pattern baldness).

<b>Hospitalization</b>	
The amount payable for the benefit listed below is 100%	
Private room accommodation	

<b>Expenses for Vision Care</b>	
The amount payable for benefits listed below is 100%	
Benefits	Maximum Amount Payable
Contact Lenses due to Disease / Cataract Surgery	\$200 per 2 calendar years
Eye Examination	Up to usual and customary expenses - 1 per 2 calendar years
Eye Examination for safety glasses	\$90 per 2 calendar years
Lenses / Frames / Contact Lenses / Laser Eye Surgery / Safety Glasses / Implants / Intraocular Lenses	\$375 per 2 calendar years
Visual Training	\$150 per lifetime

**Contact Lenses due to Disease / Cataract Surgery** – Charges for contact lenses when prescribed by an ophthalmologist for ulcerated keratitis, severe corneal scarring, keratoconus (conical cornea), or aphakia, provided that sight can be improved to at least 20/40 level by contact lenses but cannot be improved to that level by spectacle lenses.

**Eye Examinations / Eye Examinations for safety glasses** – Charges for an optometrist or ophthalmologist to conduct eye examinations.

**Lenses / Frames / Contact Lenses / Laser Eye Surgery / Safety Glasses / Implants / Intraocular Lenses** – Charges for corrective spectacle lenses/frames, contact lenses, safety glasses, implants or intraocular lenses

used in cataract surgery, or laser eye surgery, when prescribed by an optometrist or ophthalmologist. This benefit does not cover non-corrective sunglasses.

**Visual Training** – Charges for an optometrist or ophthalmologist to conduct visual training and remedial eye exercises.

<b>Expenses for Hearing Aids</b>	
The amount payable for benefits listed below is 100%	
<b>Benefits</b>	<b>Maximum Amount Payable</b>
Hearing Aids	\$1,250 per ear per 5 calendar years (adults) or per 3 calendar years (dependents under age 21)
Hearing Aid Repairs	\$400 per 5 calendar years

**Hearing Aids** – Purchase of hearing aids, when prescribed by an otolaryngologist, otologist, or an audiologist.

**Hearing Aid Repairs** – Charges for the adjustment and repair of hearing aids.

<b>Practitioner Expenses</b>	
The amount payable for benefits listed below is 80%	
<b>Benefits</b>	<b>Maximum Amount Payable</b>
Mental Health Practitioners (eligible practitioners listed below)	Combined amount of \$1,000 per calendar year
Music Therapy	\$200 per calendar year
Other Practitioner Services (eligible practitioners listed below)	\$300 for each eligible practitioner per calendar year
Physician Services	Unlimited
Physiotherapy / Athletic Therapy / Massage Therapy	Combined amount of \$1,000 per calendar year
X-Ray Services	\$20 per calendar year

**Mental Health Practitioners** – Charges for services provided by psychologists, social workers, clinical counsellors, psychoeducators, and psychotherapists.

**Music Therapy** – Charges for treatment by a music therapist, when authorized by the attending physician to promote communication for dependents under 19 years of age who have conditions such as learning disabilities, speech impairments, behavioral problems, or emotional disturbances.

**Other Practitioner Services** – Charges for services provided by chiropractors, osteopaths, acupuncturists, chiropodists/podiatrists, speech therapists, occupational therapists, dietitians, homeopaths, audiologists, and naturopathic doctors.

**Physician Services** – Charges for services provided by physician outside of the participant's province of residence (but within Canada).

**Physiotherapy / Athletic Therapy / Massage Therapy** – Charges for services provided by physiotherapists, athletic therapists and massage therapists.

**X-Rays Services** – Charges for x-ray services provided by chiropractors, osteopaths, naturopaths, and chiropodists/podiatrists.

### **Health Coaching and Chronic Disease Management**

This benefit is meant to support judges and their dependents to take charge of their health with the support of specialized health professionals, without a doctor's referral and no pre-diagnosis is required.

#### **This benefit includes four (4) programs:**

- ◆ Lung Health (asthma, chronic obstructive pulmonary disease (COPD) and smoking cessation)
- ◆ Heart Health (hypertension and weight management)
- ◆ Diabetes Care (type 1 and type 2 diabetes)
- ◆ Menopause Care (perimenopause and menopause symptoms)

#### **The benefit provides:**

- ◆ One-on-one health coaching sessions by certified health professionals with specialized expertise to create personalized, realistic plans tailored to the judge's unique needs, ensuring motivation and sustainable results. These coaches can be registered nurses, registered dietitians, and counsellors.
- ◆ The coaches will provide ongoing support and guidance to help members stay on track.
- ◆ Remote monitoring through a range of digital health tracking tools (will be provided through the program) and a mobile app to stay connected with the coaching team.
- ◆ Access to a variety of resources for healthy eating, fitness, self-care strategies.
- ◆ Services are delivered in both official languages, French and English, through multiple channels such as in-person, online, telephone.
- ◆ There is no defined end to the program and judges may continue in the program, for as long as they find value in the health coaching. The results will depend on the judge's individual health goals and progress.
- ◆ The maximum amount payable for this benefit is **\$500 per calendar year for all programs combined** and your plan co-pay (20%) applies. The price varies by programs. Judges and dependents are covered for \$500 per calendar year each.
- ◆ The participant will have to create an account to access their personalized portal and will be required to enter your credit card information to at the time of registration to pay the 20% co-pay.
- ◆ For more information about this benefit, go to [Health Coaching & Chronic Disease Management | Medavie Blue Cross](#)

#### **How to access the benefit?**

- ◆ Login to your Blue Cross account on the **mobile app** or on the [website](#).
- ◆ Click on **Connected Care**.
- ◆ Click on **Health Coaching & Chronic Disease Management**.

#### **Claims Submission**

Health claims must be submitted to the Claims Administrator (MBC) within 24 months using the Medavie Blue Cross Mobile App or the Member Services website or by mail. In many cases, the claim may be submitted

instantly (direct billing) by showing your [Medavie Blue Cross Identification Card](#) to the health care professional when accessing services or purchasing covered items. Health claims submitted later than 24 months after the date in which the expense was incurred will not be assessed.

Claims must be accompanied by supporting evidence, which may include proof of participation, receipts of purchase, invoices, accommodation/transportation records, medical records/certificates, written statements from involved parties, police reports, or any other information that is deemed necessary for the Claims Administrator (MBC) to properly assess the claim.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

Unless otherwise specified, health benefits will not be paid in the following cases:

- ◆ Charges for experimental or investigative health care services or supplies;
- ◆ Charges for health care planning assessments;
- ◆ Charges for missed appointments or the completion of forms;
- ◆ Charges for rest cures, convalescent care, custodial care, rehabilitation services in a hospital for the chronically ill or a chronic care unit of a general hospital, or charges incurred by the participant when, in the opinion of the Claims Administrator (MBC), proper treatment should be in a chronic care unit of an institution for the chronically ill;
- ◆ Charges relating to elective (non-emergency) services obtained by a participant outside of their province of residence when the provincial government health insurance plan has not accepted liability for those items normally covered in the participant's province of residence;
- ◆ Charges which normally would not be made if the participant were not covered by this benefit plan;
- ◆ Health care services or supplies administered in a hospital, by any agency or provider controlled by a hospital, or by any agency or provider funded by any level of government;
- ◆ Medical examinations or routine general checkups required for use by a third party;
- ◆ Medications restricted under federal or provincial legislation which are prescribed and/or dispensed despite such regulations;
- ◆ Mileage or delivery charges to or from a hospital or health care professional (excluding ambulance services);
- ◆ Registration or non-resident charges in any hospital;
- ◆ Services for cosmetic purposes or conditions not detrimental to one's health;
- ◆ Services in connection with an injury or disease resulting from riot, insurrection, or war (declared or not), including those caused directly or indirectly by the armed forces of any country;
- ◆ Services or supplies normally available without cost, or at nominal cost, under any government statute;
- ◆ Services or supplies provided by a company that has not been approved by the Claims Administrator (MBC);
- ◆ Services or supplies provided by a person that normally resides in the participant's home or is a member of the participant's immediate family (either by blood or marriage);
- ◆ Services or supplies to which the participant is entitled under any workers' compensation statute;
- ◆ Services or supplies which are not medically necessary nor proven effective;
- ◆ Services performed by an unlicensed or unqualified practitioner;
- ◆ Services required as the result of committing or attempting to commit a criminal act; or
- ◆ Services which are normally paid for directly or indirectly by the employer.

#### **Did You Know?**

**"Usual and customary expenses"** is defined as the normal charges for similar services made by other providers of the same standing in the geographical area where the charge is incurred, as determined by the Claims Administrator (MBC).

# Travel Plan

The Travel Plan provides benefits to participating judges for specified expenses incurred due to accident or illness while traveling outside the province. Those who enrol in the Health, Travel, or Dental plans will receive a [Medavie Blue Cross Identification Card](#).

The Travel Plan is an extension of the Health Plan. When a judge enrolls in one of the three [Health coverage options](#), they will automatically be enrolled in the corresponding option for Travel coverage.

## How to Enrol

- ◆ Since the Travel Plan is an extension of the Health Plan, refer to the [Health Plan](#) section and follow the same instructions to enrol for the Travel Plan.

## Covered Benefits

Travel Expenses	
The amount payable for benefits listed below is 100%	
Benefits	Maximum Amount Payable*
Accidental Dental Care	\$1,000 per incident
Ambulance Transportation	Up to usual and customary expenses
Coming Home	Up to usual and customary expenses
Diagnostic and X-ray Services	Up to usual and customary expenses
Hospital Accommodations	Up to usual and customary expenses
Meals / Accommodations	\$150 per day for a maximum of 8 days (\$1,200 total)
Medical Equipment	Up to usual and customary expenses
Physicians and Surgeons	Up to usual and customary expenses
Other Practitioners	Up to usual and customary expenses
Prescriptions	Up to usual and customary expenses
Private Duty Nursing	Up to usual and customary expenses
Return of Deceased	\$3,000 per lifetime
Transportation of Family / Friend	Up to usual and customary expenses
Vehicle Return	\$500 per incident

\* The maximum amount payable for all Travel Expenses combined is \$2,000,000 per participant per incident.

**Accidental Dental Care** – Charges for dental treatment, when natural teeth have been damaged by a direct accidental blow to the mouth, or a fractured or dislocated jaw requires corrective setting. Dental treatment must be approved by the Claims Administrator (MBC) within 180 days of the accident, and dental work must be completed within 24 months of the accident.

**Ambulance Transportation** – Charges for ambulance transportation (including by air) to and from the nearest appropriate medical facility. This benefit includes inter-Hospital transfers, where the existing facility is inadequate for treatment or stabilization.

**Coming Home** – Extra charges for economy transportation to the participant's home city in Canada when an illness requires that the participant return accompanied by a medical attendant. The medical attendant must not be a relative of the participant. Written authorization is required from the attending physician. If returning on a commercial aircraft, this benefit includes:

- ◆ Two economy seats by most direct route to the participant's home city in Canada (a one-way fare for the participant and a round-trip fare for the medical attendant); or
- ◆ The number of economy seats necessary, if the participant is required to be on a stretcher, by most direct route to the participant's home city in Canada (one-way fares for the participant and a round-trip fare for the medical attendant).

**Diagnostic and X-ray Services** – Charges for diagnostic laboratory and x-ray services, when authorized by the attending physician.

**Hospital Accommodations** – Charges for room accommodations (not suites) in public general hospitals and medically necessary inpatient/outpatient services.

**Meals / Accommodations** – Charges for unanticipated accommodations or meals when a trip is delayed due to accident or illness to a participant or travelling companion. The illness or accident must be verified by the attending physician.

**Medical Equipment** – Purchase of casts, crutches, canes, slings, splints, trusses, braces, or rental of a wheelchair or scooter, when authorized by a physician and required as the result of sickness or accident.

**Physicians and Surgeons** – Charges for services provided by physicians and surgeons.

**Other Practitioners** – Charges for services provided by chiropractors, osteopaths, chiropodists/podiatrists, or physiotherapists, excluding charges for x-rays. The practitioner must not be a relative of the participant.

**Prescriptions** – Charges for drugs, serums and injectables in a quantity that is sufficient for the period of travel, in accordance with the procedures of the [Health Plan's Prescription Drug benefit](#).

**Private Duty Nursing** – Charges for private nursing care when authorized by the attending physician. The nurse must not be a relative of the participant or an employee of a hospital.

**Return of Deceased** – Charges for the preparation (including cremation) and homeward transportation of the deceased (excluding the cost of a coffin) to the deceased's home city in Canada.

**Transportation of Family / Friend** – Charges for the round-trip economy fare of an immediate family member or close friend when the participant has died or been confined to a hospital and the attending physician advises that such person's attendance is necessary.

**Vehicle Return** – Charges for a commercial agency to drive the participant's vehicle (private or rental) to the participant's residence or nearest appropriate vehicle rental agency when the participant is unable to return the vehicle due to sickness or accident.

### **Referrals Outside Canada**

If a participant is referred outside Canada by the attending physician for services that are medically necessary and are not available in Canada, the following expenses may be covered:

**Ambulance Attendant** – Charges for a nurse to accompany the participant being transported in an ambulance, when authorized by the Claims Administrator (MBC). The nurse must not be a relative of the participant.

**Ambulance Transportation** – Charges for ambulance transportation (including by air) to and from the nearest appropriate hospital/medical facility, when the participant requires transportation by stretcher.

**Hospital Services** – Charges for medical services performed or provided in a hospital, including:

- ◆ Hospital room accommodations;
- ◆ Operating and recovery rooms;
- ◆ Intensive care rooms;
- ◆ Oxygen and blood;
- ◆ Nursing services;
- ◆ Prescription drugs (including intravenous solutions);
- ◆ Diagnostic and laboratory services (including x-rays); or
- ◆ Physiotherapy.

**Physicians and Surgeons** – Charges for services provided by physicians and surgeons.

The amount payable for this benefit is 100% of the usual and customary expenses that are in excess of provincial government health insurance plan allowances, and the maximum amount payable is \$500,000 per lifetime.

Participants must be pre-authorized by the Claims Administrator (MBC) and the services provided must not be experimental or investigative in nature.

### **Worldwide Travel Assistance**

Participants have access to a 24/7 emergency hotline that may be of assistance when an emergency occurs while travelling.

When the participant calls the telephone number on the back of their [Medavie Blue Cross Identification Card](#), coverage can be confirmed to the hospital or attending physician and payment of medical expenses can be arranged or coordinated on behalf of the participant. Additionally, participants may receive the following assistance.

**Medical Assistance** – The participant may call to obtain a list of nearby hospitals/medical facilities, and arrangements can be made for:

- ◆ Advice from a physician;
- ◆ Medical follow-ups of the participant's condition, and communication with the participant's family;
- ◆ Transportation to return home, or transfer to a different hospital/medical facility; and
- ◆ Transportation of a family member or close friend to visit the participant in hospital, or to identify the body if deceased.

**Non-Medical Assistance** – The participant may call to obtain:

- ◆ Emergency assistance in any major language;
- ◆ Emergency assistance in contacting their family or business; and
- ◆ Advice from legal counsel.

### **Claims Submission**

Travel claims must be submitted to the Claims Administrator (MBC) by mail within four (4) months. Claims submitted later than four (4) months after the date in which the expense was incurred will not be assessed.

Claims must be accompanied by supporting evidence, which may include proof of participation, receipts of purchase, invoices, accommodation/transportation records, medical records/certificates, written statements from involved parties, police reports, or any other information that is deemed necessary for the Claims Administrator (MBC) to properly assess the claim.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

Unless otherwise specified, travel benefits will not be paid in the following cases:

- ◆ Expenses incurred as the result of abuse of medications, drugs, or alcohol;
- ◆ Expenses incurred as the result of criminal acts, insurrection, war (declared or not) or other hostilities, the hostile action of the armed forces of any country, or participation in any riot or civil commotion;
- ◆ Expenses incurred as the result of driving a motorized vehicle while impaired by drugs or alcohol (of an amount equal to or greater than 80 milligrams in 100 millilitres of blood);
- ◆ Expenses incurred as the result of flight accidents, unless the participant is riding as a fare-paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more;
- ◆ Expenses incurred as the result of participation in professional sports for remuneration, parachuting, skydiving, gliding, bungee jumping, rappelling, or mountaineering (rock climbing);
- ◆ Expenses incurred as the result of pregnancy, miscarriage, or childbirth, or complications of any of these conditions occurring within nine weeks of the expected date of birth;
- ◆ Expenses incurred as the result of suicide or attempted suicide;
- ◆ Expenses incurred as the result of the participant failing to return to Canada following the diagnosis or emergency treatment of a medical condition which requires continuing medical services, treatment, or surgery, when the Claims Administrator (MBC), in consultation with the attending physician, has ordered that the participant return to Canada to receive such services;
- ◆ Expenses incurred for elective (non-emergency) treatment or surgery;
- ◆ Expenses incurred while travelling in a country (or a specific region of a country) for which there is a Government of Canada travel warning, when such travel warning was issued before the departure date and the expenses are related to the reason for which the travel warning was issued;
- ◆ Expenses that are covered by a third-party (including public or private insurance plans); Services or supplies provided by a person that normally resides in the participant's home or is a member of the participant's immediate family either by blood or marriage;
- ◆ Travel booked or commenced contrary to medical advice;
- ◆ Travel outside the participant's province of residence that is primarily or incidentally for the purposes of seeking medical advice or treatment, even if such travel is on the recommendation of a physician; or
- ◆ Travel within the participant's province of residence.

#### **Travel Tips**

- If you have questions prior to leaving for your trip, call the toll-free number at 1-800-667-4511.
- While traveling be sure to bring your Medavie Blue Cross Identification card. The travel assistance phone numbers are on the back of your card.
- Should you need assistance during your trip, it is advisable to contact CanAssistance before you obtain service or treatment, if possible. They will direct you to the nearest accredited health care provider. This will also allow CanAssistance to pre-authorize the service and make direct billing arrangements (some exceptions apply depending on the area of travel).

# Business Travel Plan

The Business Travel Plan provides benefits to judges for specified expenses incurred due to accident or illness that occurs while traveling outside of their province of residency for **work-related** duties. Travel must be in connection with the judge's occupation or profession, which must be the sole purpose of the trip. Those who enrol in the Business Travel Plan will receive a [Medavie Blue Cross Identification Card](#).

The premiums for the Business Travel Plan are 100% employer paid, and dependents are not eligible to participate in the plan. The Business Travel Plan is only available to judges **who are not enrolled in the Health/Travel Plan**. A judge cannot be enrolled in both the Travel Plan and the Business Travel Plan.

## How to Enrol

- ◆ Complete the [Application Form- Employee Business Travel](#).
- ◆ Send **completed** and **signed** form to Human Resources or Payroll Services office.
- ◆ There is no late applicant process for the Business Travel Plan. Judges may enrol in this benefit plan at anytime.

## Covered Benefits

Business Travel Expenses	
The amount payable for benefits listed below is 100%	
Benefits	Maximum Amount Payable*
Accidental Dental Care	\$1,000 per incident
Ambulance Transportation	Up to usual and customary expenses
Coming Home	Up to usual and customary expenses
Diagnostic and X-ray Services	Up to usual and customary expenses
Hospital Accommodations	Up to usual and customary expenses
Meals / Accommodations	\$150 per day for a maximum of 8 days (\$1,200 total)
Medical Equipment	Up to usual and customary expenses
Physicians and Surgeons	Up to usual and customary expenses
Other Practitioners	Up to usual and customary expenses
Prescription Drugs	Up to usual and customary expenses
Private Duty Nursing	Up to usual and customary expenses
Return of Deceased	\$3,000 per lifetime
Transportation of Family / Friend	Up to usual and customary expenses
Vehicle Return	\$2,000 per incident

\* The maximum amount payable for all Business Travel Expenses combined is \$2,000,000 per participant per incident.

Each of these benefits are the same as those outlined under the [Travel Plan](#). **Note** that the Vehicle Return benefit has a maximum amount payable of \$2,000 per incident, as opposed to \$500 per incident (under the Travel Plan).

### **Worldwide Travel Assistance**

The Business Travel Plan features the same Worldwide Travel Assistance benefits as those detailed under the [Travel Plan](#).

### **Claims Submission**

The Business Travel Plan features the same claims process as that detailed under the [Travel Plan](#).

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

The Business Travel Plan features the same limitations and exclusions as those identified under the [Travel Plan](#).

# Dental Plan

The Dental Plan provides benefits to participating judges for specified expenses related to preventative and basic dental care. Those who enrol in the Health, Travel, or Dental plans will receive a [Medavie Blue Cross Identification Card](#).

Judges may choose to participate in the Dental Plan via one of the following three coverage options and the premiums for each coverage option are 50% employer paid and 50% paid by the judge.

- ◆ **Judge Only:** Coverage applies to the judge only.
- ◆ **Judge + 1 Dependent:** Coverage applies to the judge and one dependent (e.g., spouse or child).
- ◆ **Judge + 2 or More Dependents:** Coverage applies to the judge and all dependents (e.g., spouse and children).

The amount payable for the covered benefits listed below is 80%, based upon the usual and customary expenses up to the amounts identified in the New Brunswick Dental Fee Guide. However, Dental benefits are not automatically adjusted to reflect the current year’s Fee Guide. **The Fee Guide currently in use for the Dental Plan is the 2025.**

**IMPORTANT! Those enrolled in the Dental Plan are required to participate for a minimum of two (2) years.**

## How to Enrol

- ◆ Complete page 3 of the [Active Employee Enrolment/Change Form](#).
- ◆ Send **completed** and **signed** form to Human Resources or Payroll Services office within **31 calendar days** of becoming eligible to participate, or within **31 calendar days** of a life changing event (see table on page 4).
- ◆ While there is no late applicant process for Dental Plan, those who **do not enrol** within **31 calendar days** of becoming eligible to participate will be subject to a maximum reimbursement amount of \$100 total for all dental benefits for the first 12 months of coverage per participant. For example, where both the judge and their spouse are late applicants, they are each eligible for the \$100 maximum reimbursement amount.

## Covered Benefits

Dental Expenses	
The amount payable for the covered benefits listed below is 80%, based upon the usual and customary expenses up to the amounts identified in the New Brunswick Dental Fee Guide – 2025 edition.	
Benefits	Maximum Amount Payable
<b>Preventative Care</b>	
<b>Oral Examinations and Diagnosis include:</b>	
Complete oral examination	Limited to one per 3 calendar year
Recall oral examination	Limited to one per calendar year
Emergency oral examination and specific oral examination	Up to usual and customary expenses
<b>X-rays include:</b>	
Complete series of films or panoramic film	Limited to one per calendar year

Intra-oral films – periapical	Unlimited frequency
Intra-oral films – occlusal	Limited to one per calendar year
Intra-oral films – bitewings	Limited to one per calendar year
Extra-oral films	Limited to one per calendar year
<b>Laboratory Tests and Examinations include:</b>	
Bacterial culture	Unlimited frequency
Biopsy of soft oral tissue	Unlimited frequency
Biopsy of hard oral tissue	Unlimited frequency
Cytological examination	Unlimited frequency
<b>Preventative Treatment include:</b>	
Scaling	Unlimited frequency
Pit and fissure sealants	Unlimited frequency
Oral hygiene instruction	Limited to one per calendar year
Topical application of fluoride	Limited to one per calendar year
Polishing of coronal portion of teeth	Limited to one per calendar year
<b>Space Maintainers</b>	Unlimited frequency
<b>Basic Care</b>	
<b>Restorations include:</b>	
Retentive pins	Unlimited frequency
Amalgam, acrylic, silicate, or composite on posterior and anterior teeth	Unlimited frequency
<b>Endodontic Services include:</b>	
Pulpotomy	Unlimited frequency
Pulpectomy	Unlimited frequency
Apexification	Unlimited frequency
Pulp capping	Unlimited frequency
Root-canal therapy	Unlimited frequency
Endodontic surgery	Unlimited frequency
Bleaching (endodontically treated teeth)	Unlimited frequency
<b>Periodontic Services include:</b>	
Root planning	Unlimited frequency
Desensitisations	Unlimited frequency
Periodontal surgery	Unlimited frequency
Provisional splinting	Unlimited frequency
Occlusal adjustments	Unlimited frequency
Periodontal curettage	Unlimited frequency
Post surgical treatment	Unlimited frequency
Adjustments to appliances	Unlimited frequency
Management of acute infections	Unlimited frequency
Other adjunctive periodontal services	Unlimited frequency
Periodontal appliances	Limited to one per 2 calendar years
<b>Removable Dentures Adjustments include:</b>	
Minor adjustments	Unlimited frequency and dollar limit
Rebasing and relining	Limited to one per 2 calendar years
<b>Oral Surgery includes:</b>	

Removal of erupted teeth	Unlimited frequency and dollar limit
Surgical exposure and movement of teeth	Unlimited frequency and dollar limit
<b>General Adjunctive Services include:</b>	
Anaesthesia (related to surgery)	Unlimited frequency and dollar limit
<b>Temporomandibular Joint / Myofascial Pain Dysfunction Services include:</b>	
Relines	Unlimited frequency
Appliances	Limited to one per 2 calendar years
Adjustments	Unlimited frequency

### Did You Know?

Dental services required as the result of natural teeth being damaged by a direct accidental blow to the mouth are not covered under the Dental Plan but are provided under the [Health Plan](#).

### **Claims Submissions**

Dental claims must be submitted to the Claims Administrator (MBC) within 24 months using the Medavie Blue Cross Mobile App or the Member Services website or by mail. In many cases, the claim may be submitted instantly (direct billing) by showing your [Medavie Blue Cross Identification Card](#) to the dental care professional when accessing services. Claims submitted later than 24 months after the date in which the expense was incurred will not be assessed.

Claims must be accompanied by supporting evidence, which may include proof of participation, receipts of purchase, invoices, accommodation/transportation records, medical records/certificates, written statements from involved parties, police reports, or any other information that is deemed necessary for the Claims Administrator (MBC) to properly assess the claim.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

Unless otherwise specified, dental benefits will not be paid in the following cases:

- ◆ Any injury or illness resulting from participation in war, civil unrest, riot, or insurrection (unless such is incurred while performing work-related functions);
- ◆ Any suicide attempt or self-inflicted injury, whether the participant is sane or not;
- ◆ Expenses incurred for veneers;
- ◆ Expenses that are covered by a third-party (including public or private insurance plans), or that would normally be covered if a claim had been submitted;
- ◆ Services and supplies relating to any appliance worn in the practice of a sport;
- ◆ Services or supplies provided by a person that normally resides in the participant's home or is a member of the participant's immediate family either by blood or marriage;
- ◆ Services or supplies that are not medically necessary, that are for cosmetic purposes (excluding composite fillings);
- ◆ Services rendered by a dental hygienist but not administered under the supervision of a dentist (except in those provinces where such is no longer a legal requirement);
- ◆ Services that are provided free of charge (or that would be if there were no coverage), or that are not chargeable to the participant;
- ◆ Services that exceed the ordinary given in accordance with current therapeutic practice;
- ◆ Splinting for periodontal reasons, where cast crowns or inlays are used for this purpose, with or without onlays; or
- ◆ Treatment or appliance to correct vertical dimension and temporomandibular joint dysfunction that is related to full mouth reconstruction.

# Life Insurance Plan

The Life Insurance Plan (also called the Group Life Insurance Plan) provides benefits to participating judges for loss of life that occurs for any reason (including suicide, disease, accidents, etc.). Coverage is in effect at all times, both on and off the job.

When a judge enrolls in Basic Life or Optional Life insurance, they will automatically be enrolled for an equal amount of Basic AD&D or Optional AD&D insurance, respectively as the [AD&D Insurance Plan](#) is an extension of the Life Insurance Plan.

Dependent Life insurance is not combined with Voluntary AD&D insurance, and each can be enrolled in individually.

The following three coverage options are available, and a judge may choose to enroll in multiple.

- ◆ **Basic Life:** Enrolment in Basic Life is compulsory for all judges, and premiums are 100% employer paid and the judge will automatically be enrolled for an equal amount of Basic AD&D. The benefit amount is equal to the judge's annual salary, and coverage applies to the judge only.
- ◆ **Optional Life:** Enrolment in Optional Life is optional for all judges, and premiums are 100% paid by the judge and the judge will automatically be enrolled for an equal amount of Optional AD&D. The benefit amount is chosen by the judge at either **one, two, three, or four times** the judge's annual salary. The coverage applies to the judge only and the maximum benefit payable for Basic and Optional Life combined is \$800,000. However, any amount exceeding \$500,000 will be subject to approval by the insurer, and a [Statement of Health](#) will be required for proof of insurability.
- ◆ **Dependent Life:** Enrolment in Dependent Life is optional for all judges, and premiums are 50% paid by the employer and 50% paid by the judge. The benefit amount is \$12,000 for each dependent (spouse and dependent children), and coverage applies to the dependents only.

## How to Enrol

- ◆ Complete page 2 of the [Active Employee Enrolment/Change Form](#).
- ◆ Send **completed** and **signed** form to Human Resources or Payroll Services office within **31 calendar days** of becoming eligible to participate, or within **31 calendar days** of a life changing event (see table on page 4).
- ◆ Judges wishing to enroll in the **Optional Life** Plan and do not enroll or make changes within **31 calendar days** of becoming eligible will be treated as [late applicants](#) and are at risk of being declined coverage by the Insurer. Judges enrolling as late applicants in the Optional Life plan will be required to complete a [Statement of Health](#) and for confidentiality reasons, submit it directly to the Insurer for proof of insurability and submit the [Active Employee Enrolment/Change Form](#) separately to their Human Resources or Payroll Services office.
- ◆ There is no late applicant process for **Dependent Life** Plan, however this benefit plan can only be enrolled in within **31 calendar days** of becoming eligible to participate, or during the **annual open enrolment opportunity**, which typically occurs in the month of May.

### **Terminal Illness Benefit**

If a judge is under 65 years of age and is suffering from a medical condition that is expected to cause death within 12 months (in the opinion of an attending physician), the judge may make a written request to receive 50% of the Basic Life insurance amount or \$50,000 (whichever is less) by completing a [Terminal Illness Claim Form](#) and submitting it to the Insurer. The remainder of the benefit payable will be paid to the designated beneficiary upon the death of the judge. This benefit is payable only once per lifetime.

### **Claims Submission**

Life claims must be submitted to the Claims Administrator (MBC) by mail, fax or email to the address indicated on the [Claim for Death Benefits Form](#) within 12 months. Any claim submitted later than 12 months after the date of death will not be assessed by the Insurer.

Guidelines on how to make a claim for death benefits can be found at [Appendix D](#) of this booklet.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

The Life Insurance Plan does not contain any limitations or exclusions, and the benefit will be paid regardless of the cause of death.

#### **Did You Know?**

- There are no limitations or exclusions under the Life Insurance Plan. Regardless of the cause of death, the benefit amount will be payable.
- If death occurs as the result of an accident, the benefit amount under both the Life and AD&D Insurance Plans will be payable.
- The hospitalization additional benefit under the AD&D Insurance Plans may be payable to the hospitalized participant even if no specific loss is payable under the Table of Losses.

# Accidental Death and Dismemberment Insurance Plan

The Accidental Death and Dismemberment (AD&D) Insurance Plan provides benefits to participating judges for loss of life, loss of specified body parts, or loss of use of specified body parts that occur as the result of an accident. Coverage is always in effect, both on and off the job.

An accident is defined as a sudden, fortuitous and unforeseeable event that:

- ◆ is violent in nature;
- ◆ arises solely from external means;
- ◆ causes bodily injury to the judge (and dependents, if applicable) directly and independently of all other causes; and
- ◆ is unintended by the judge (and dependents for Voluntary AD&D Family coverage).

The resulting injury must be certified by a Physician.

The AD&D Insurance Plan is an extension of the [Life Insurance Plan](#). When a judge enrolls in Basic Life or Optional Life insurance, they will automatically be enrolled for an equal amount of Basic AD&D or Optional AD&D insurance, respectively.

Voluntary AD&D insurance is not combined with Dependent Life insurance, and each can be enrolled in individually.

The following three coverage options are available, and a judge may choose to enroll in multiple.

- ◆ **Basic AD&D:** Enrolment in Basic AD&D is compulsory for all judges, premiums are 100% employer paid and judges are automatically enrolled in Basic AD&D when they enroll for Basic Life. The benefit amount is equal to the judge's annual salary, and coverage applies to the judge only and the maximum benefit payable for Basic AD&D only is \$500,000 and the maximum benefit payable for Basic AD&D and Optional AD&D combined is \$800,000.
- ◆ **Optional AD&D:** Enrolment in Optional AD&D is optional for all judges, premiums are 100% paid by the judge and judges are automatically enrolled in Optional AD&D when they enroll for Optional Life. The benefit amount is chosen by the judge at either **one, two, three, or four times** the judge's annual salary. The coverage applies to the judge only and the maximum benefit payable for Basic and Optional AD&D combined is \$800,000.
- ◆ **Voluntary AD&D:** Enrolment in Voluntary AD&D is optional for all judges, and premiums are 100% paid by the judge. The benefit amount is chosen by the judge in units of \$10,000 (to a maximum of \$500,000) and there are two coverage options: single or family coverage.
  - ◆ **Single option:** only the judge will be insured for an amount equal to 100% of coverage.
  - ◆ **Family option:** the judge will be insured for an amount equal to 100% of coverage, and dependents will be insured for amounts equal to:
    - **Spouse:** 50% of the amount purchase by the judge (60% if no children); and
    - **Each Child:** 15% of the amount purchase by the judge (20% if no spouse).

## How to Enrol

- ◆ Since the Basic and Optional AD&D Plan is an extension of the Basic and Optional Life Insurance Plan, refer to the [Life Insurance Plan](#) section and follow the same instructions to enrol in the Basic and Optional AD&D Plan.
- ◆ To enrol to the **Voluntary AD&D Plan**, complete page 2 of the [Active Employee Enrolment/Change Form](#) and send the **completed** and **signed** form to Human Resources or Payroll Services. There is no late applicant process for the Voluntary AD&D Plan. Judges and dependents may enrol in this benefit plan at anytime.

## Covered Benefits

The amount payable to the judge for losses that occur as the result of an accident are outlined in the table below. The loss must occur within 365 days of the date of the accident.

Table of Losses	
Loss of	Amount Payable
<b>Life</b> <i>(benefit payable to the beneficiary, unless otherwise specified)</i>	100% of Benefit Amount
<b>One Arm</b> Complete severance at or above the elbow joint.	100% of Benefit Amount
<b>One Leg</b> Complete severance at or above the knee joint.	100% of Benefit Amount
<b>One Hand</b> Complete severance at or above the wrist joint but below the elbow joint.	100% of Benefit Amount
<b>One Foot</b> Complete severance at or above the ankle joint but below the knee joint.	100% of Benefit Amount
<b>Both Arms or Both Hands</b>	200% of Benefit Amount
<b>Sight in One Eye</b> Total and irrecoverable loss of sight certified by a Physician.	100% of Benefit Amount
<b>Speech</b> Total and irrecoverable loss of speech certified by a Physician.	100% of Benefit Amount
<b>Hearing in One Ear</b> Total and irrecoverable loss of hearing certified by a Physician.	66.66% of Benefit Amount
<b>Hearing in Both Ears</b>	100% of Benefit Amount
<b>Speech and Hearing in Both Ears</b>	200% of Benefit Amount
<b>Thumb and index finger of any one hand</b> Complete loss of one entire bone of a thumb. Complete loss of one entire bone of a finger.	33.33% of Benefit Amount
<b>At least three fingers of one hand</b>	33.33% of Benefit Amount
<b>All Toes on One Foot</b> Complete loss of one entire bone of the big toe or of all bones of any other toe.	25% of Benefit Amount
<b>Total Paralysis</b>	<b>Amount Payable</b>
<b>Quadriplegia</b> Total and irrecoverable paralysis of both the upper and lower limbs.	200% of Benefit Amount
<b>Paraplegia</b> Total and irrecoverable paralysis of both lower limbs.	200% of Benefit Amount

<b>Hemiplegia</b> Total and irrecoverable paralysis of the upper and lower limbs on one side of the body.	200% of Benefit Amount
<b>Loss of Use of*</b>	<b>Amount Payable</b>
<b>One Arm or One Leg</b>	100% of Benefit Amount
<b>One Hand or One Foot</b>	100% of Benefit Amount
<b>Both Arms</b>	200% of Benefit Amount
<b>Both Hands</b>	200% of Benefit Amount
<b>Thumb and index finger of one hand</b>	33.33% of Benefit Amount
<b>At least three fingers of one hand</b>	33.33% of Benefit Amount

\* The loss of use must be complete and irreversible for a period of at least 12 months.

The maximum amount payable for all losses that occur as the result of the same accident is \$1,000,000. This limit applies to each coverage option individually.

The Insurer will only pay one amount, the largest applicable, for injuries to the same limb that result from the same accident.

### **Critical Illness Benefit**

If a judge is **under 65 years of age** and is diagnosed with any of the following conditions, the judge may make a claim to receive \$2,000 by completing a [Claim for Critical Illness Benefit Form](#) and submitting it to the Insurer. This benefit is not designated for medical expenses reimbursement, and there are no restrictions on how the claimant may spend it.

<b>4 conditions covered under the benefit</b>			
Heart attack	Coronary artery bypass surgery	Stroke or cerebrovascular incident	Life-threatening cancer (certain types of cancer may be excluded)

The judge **must survive for 30 days (90 days if cancer)** after the date of diagnosis to be eligible for this benefit. This benefit excludes pre-existing conditions for which the judge has received medical consultation, treatment, care, services, or been prescribed medication for during the 24 months immediately prior to the effective date of coverage.

This benefit is payable only once per lifetime, all conditions combined.

For the definitions of each of these diagnoses, and the types of cancer that may be excluded from the benefit, contact the Insurer.

The **Critical Illness claim** must be submitted to the Claims Administrator (MBC) **no later than 12 months** after the date of diagnosis. Complete the [Claim for Critical Illness Benefit Form](#) and send it by mail, fax or email to the address indicated on the form.

**Please note** that the Critical Illness benefit is a living benefit designated for the judge. Claims must be initiated by the judge while they are alive to be considered valid. If a claim is submitted after the judge's passing, it will no longer be applicable.

**IMPORTANT!** The \$2,000 Critical Illness Benefit is not included in the Optional AD&D or the Voluntary AD&D. It is only included in the Basic AD&D.

For additional information on these conditions, contact Medavie Blue Cross at 1-888-227-3400 or by email: [inquiry@medavie.bluecross.ca](mailto:inquiry@medavie.bluecross.ca)

### **Comatose Benefit**

A coma is defined as a state of unconsciousness with no reaction to external stimuli or response to internal needs that persists for a continuous period of at least 60 days. If a judge falls into a coma as the result of an accident, the coma benefit can be paid up to 100% of the benefit less any amount paid or payable for any loss. For the coma benefit to be payable, the coma must begin within 365 days of the accident and persists uninterrupted for at least 60 consecutive days. The coma benefit is only included in the Basic and Optional options of the AD&D insurance. It is not included in the Voluntary AD&D option.

### **Additional AD&D Benefits for All Coverage Options**

**IMPORTANT!** The maximum amount payable for these additional benefits under all three AD&D coverage options combined is limited to the following amounts:

- ◆ Bereavement - total of \$1,000 for single coverage and \$2,000 for family coverage;
- ◆ Day Care Services - total of \$5,000 per year to a maximum of 4 consecutive years;
- ◆ Family Travel - total of \$15,000;
- ◆ Identification of Body - total of \$5,000;
- ◆ Hospital Confinement – total of \$2,500;
- ◆ Occupation Training for the Spouse - total of \$15,000;
- ◆ Post-Secondary Education for Children - total of \$5,000 per year to a maximum of 4 consecutive years;
- ◆ Psychological Therapy - total of \$5,000;
- ◆ Rehabilitation - total of \$15,000;
- ◆ Repatriation - total of \$15,000.

**Bereavement** – If accidental loss of life occurs, the insurer will pay the reasonable and necessary expenses incurred by the spouse and each child for grief counselling provided that the sessions are with a licensed professional counsellor or therapist and occur within 365 days of the date of the accident. The maximum benefit of \$1,000 (\$2,000 for the family option of Voluntary AD&D coverage).

**Cosmetic Disfigurement** – If accidental cosmetic disfigurement occurs as the result of third-degree burns, a percentage of the benefit amount may be paid based upon the body parts burned and the total surface area that has been burned, to a maximum benefit of 100% of the benefit amount.

**Day Care Services** – If accidental loss of life occurs and the deceased's dependent children are enrolled in a licensed day care facility (or will be enrolled within 365 days of the judge's death), the expenses of such day-care services may be covered, for a maximum period of 4 consecutive years, and a maximum benefit of 5% of the benefit amount or \$5,000 per year (per child), whichever is less.

**Exposure and Disappearance** - If an individual is unavoidably exposed to the elements and suffers a loss as a result of this exposure, the loss will be deemed to be the result of an accident.

An individual will be deemed to have suffered loss of life as a result of an accident if the individual disappears due to the accidental wrecking, sinking or disappearance of a vehicle and their body is not found within 1 year (unless there is contrary evidence to suggest that the individual is still alive).

**Family Travel** – If hospitalized for at least 4 consecutive days (beginning within 24 hours following the date of the accident) in a hospital which is located at least 100 kms (150 kms if Voluntary AD&D coverage) from the individual's normal place of residence, the maximum amount payable under this benefit provision is \$15,000. If personal transportation is used instead of public transportation, a rate of \$0.20 per kilometer applies. This coverage excludes board and ordinary living, travel or clothing expenses.

**Felonious Assault** – If benefits are payable to a judge as a result of a loss caused by a felonious assault such as a robbery, holdup, attempted robbery or similar act involving the employer's property or funds, the insurer will pay an additional 10% of the coverage amount to the judge providing the felonious assault occurs while the judge was on the premises of the employer or the judge was travelling on business for the employer. This benefit will not be paid if the deliberate act is a moving violation under applicable motor vehicle laws or is caused by a fellow employee or a member of the individual's family or household.

**Funeral** – If accidental loss of life occurs, the cremation, burial, or funeral expenses may be covered, to a maximum benefit of \$5,000.

**Home Alteration and Vehicle Modification** – If benefits are payable for a loss and the individual subsequently requires the use of a wheelchair to be ambulatory, reasonable and necessary expenses, if incurred within 3 years of the date of the accident, to make alterations to the individual's primary residence and motor vehicle may be covered. The maximum benefit of \$25,000 (\$15,000 for Optional AD&D and Voluntary AD&D).

**Hospitalization** – If the individual suffers a loss which requires hospitalization for a minimum of 4 consecutive days and the hospitalization begins within 365 days of the accident, a monthly benefit equal to 1/30th of 1% of the specified coverage amount may be paid for each day of hospitalization. This benefit is payable for a maximum of 365 days, and the monthly maximum is \$2,500. This coverage excludes any facility used primarily as a clinic, continued or extended care facility, convalescent home, rest home, health spa or drug addiction or alcohol treatment centre unless specifically authorized by the insurer.

**Identification of Body** – If accidental loss of life occurs at least 150 kms from the individual's normal place of residence and identification of the individual's body is requested by law enforcement officers or similar governmental authority, reasonable and necessary expenses incurred by the family member may be covered up to a maximum benefit of \$5,000. If personal transportation is used instead of public transportation, a rate of \$0.20 per kilometer applies. This coverage excludes ordinary living, travel or clothing expenses.

**Occupation Training for the Spouse** – If accidental loss of life occurs, the deceased's spouse may be entitled to receive payment for expenses incurred, within 3 years of the date of loss of life, for occupational training to gain active employment in any occupation for which they would not otherwise be qualified. The maximum benefit is \$15,000. This coverage excludes room, board, travel, clothing and ordinary living expenses.

**Permanent and Total Disability** – If prior to turning age 65 and within 365 days of the accident, a permanent disability occurs as the result of an accident, the benefit amount less any amount paid or payable for any loss may be paid. For the benefits to be payable, the permanent and total disability must persist uninterrupted for a period of 12 consecutive months and be total and permanent at the end of this period.

**Post-Secondary Education for Children** – If accidental loss of life occurs and the deceased's dependent children are enrolled full-time (or will be enrolled full-time within 365 days of the judge's death) in a post-secondary education institution, the expenses of such educational services may be covered, for a maximum period of 4 consecutive years, and a maximum benefit of 5% of the benefit amount or \$5,000 per year (per child), whichever is less. This coverage excludes travel, clothing, room, board and ordinary living expenses.

**Psychological Therapy** – If accidental loss occurs, the insurer will pay the reasonable and necessary expenses for psychological therapy, within 2 years of the accident, provided that the sessions are prescribed by a Physician and with a licensed professional counsellor or therapist. The maximum benefit is \$5,000.

**Rehabilitation** – If accidental loss occurs and participation in a rehabilitation program is required to return to a different occupation, the expenses incurred within 3 years of the date of the accident may be covered. The maximum benefit is \$15,000. This coverage excludes room, board, travel, clothing and ordinary living expenses.

**Repatriation** – If accidental loss of life occurs at a location that is at least 50 kms from the individual's normal place of residence, the expenses incurred to prepare the body for burial or cremation and to transport the body to the first resting place (including but not limited to a funeral home or the place of interment) in proximity to the normal place of residence to the deceased may be covered to a maximum benefit of \$15,000.

**Seat Belt** – If accidental loss of life occurs as a result of a vehicular accident as a passenger or driver of a private passenger type vehicle, the benefit amount payable will be increased by 10% if the individual was wearing a properly fastened seat belt at the time of the accident. The amount payable under this benefit provision will not exceed \$50,000 and proof of seat belt use must be provided in the official report of accident or certified by the investigating officer.

**Workplace Modification and Accommodation** – If accidental loss occurs and the use of special adaptive equipment and workplace modification is required to accommodate the return to active full-time work, the expenses associated with such equipment and modifications may be covered, to a maximum benefit of \$5,000.

#### **Additional Benefits for Voluntary AD&D**

The following additional benefits are available to participants of Voluntary AD&D coverage:

**Child Enhancement (family option only)** – With the exception of loss of life, when benefits are payable for a loss, the amount payable is doubled for children.

**Common Disaster (family option only)** – If benefits are payable for loss of life of the judge and their spouse as a result of a common accident, the amount of coverage specified for the spouse will be increased to equal the total amount of coverage of the judge. A common Accident means the same or a separate accident occurring within the same 24-hour period.

**Escalation** – If benefits are payable to an individual as the result of a loss or permanent total disability, the insurer will pay an escalation benefit equal to 1% of the amount of the benefit payable for each year the judge's coverage has been in force without interruption, to a maximum of 5%.

**Extended Family (family option only)** – If a judge sustains loss of life by any cause, coverage for their spouse and dependent children will continue six (6) months without payment of premiums. After these six (6) months, the dependents have the option to convert their Life and/or AD&D insurance to an individual policy **without any medical questions asked**. They must complete the [Group Life and Accidental Death and Dismemberment Insurance Request for Conversion Proposal](#) and submit it to the Insurer within **31 calendar days** of the date in which their coverage has ended (after the 6 months). **IMPORTANT!** Failure to meet this requirement could result in denial of the application for conversion.

#### **Claims Submission**

AD&D claims must be submitted to the Claims Administrator (MBC) by mail, fax or email to the address indicated on the [Claim for Death Benefits Form](#) (for accidental death) or the [Claim for Accidental Injury Form](#) (for accidental injury) within 12 months following the date of the loss or date of death. Any claim submitted later than 12 months after the date of accident or date of death will not be assessed by the Insurer.

Guidelines on how to make a claim for death benefits can be found at [Appendix D](#) of this booklet.

The **Critical Illness claim** must be submitted to the Claims Administrator (MBC) **no later than 12 months** after the date of diagnosis. Complete the [Claim for Critical Illness Benefit Form](#) and send it by mail, fax or email to the address indicated on the form.

**Please note** that the Critical Illness benefit is a living benefit designated for the judge. Claims must be initiated by the judge while they are alive to be considered valid. If a claim is submitted after the judge's passing, it will no longer be applicable.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

The Insurer will not pay any AD&D benefits for a loss or a coma that results directly or indirectly from the following causes:

- ◆ any medical or surgical Treatment or Illness or disease of any kind, other than Critical Illness as defined in this benefit, or septic infection caused through a wound sustained as a result of an accident;
- ◆ suicide, attempted suicide or voluntary injury or Illness;
- ◆ voluntary ingestion of poison or drugs;
- ◆ voluntary inhalation of fumes;
- ◆ stroke or cerebrovascular accident or event, cardiovascular accident or event, myocardial infarction or heart attack, coronary thrombosis or aneurysm, other than as provided under the Critical Illness benefit;
- ◆ natural causes;
- ◆ any accident or injury occurring while the judge is participating in a criminal act or attempting to commit a criminal act, regardless of whether charges are laid or a conviction is obtained;
- ◆ insurrection, war (declared or not), the hostile action of the armed forces of any country or the judge's participation in any riot or civil commotion;
- ◆ injuries sustained while the judge is travelling or flying in or on (including getting in or out of, or on and off of) any vehicle used for aerial navigation if the judge is:
  - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
  - performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; or
  - riding as a passenger in an aircraft (owned or leased) operated by the Policyholder;
- ◆ any act, attempted act or omission taken or made by the judge or with the judge's consent, for the purposes of interrupting the blood flow to the judge's brain or to cause asphyxiation to the judge, whether the intent is to cause harm or not; or
- ◆ any accident or injury that occurs while the judge is operating a vehicle under the influence of any intoxicant or with a blood alcohol level in excess of the legal limit in the jurisdiction in which the accident occurred.

# Critical Illness Insurance – Optional Benefit

Optional Critical Illness insurance is a group insurance administered by Medavie Blue Cross, that is voluntary and separate from the [Critical Illness Benefit](#) included in the Accidental Death and Dismemberment (AD&D) Insurance Plan. The intention of the Optional Critical Illness insurance is to provide you with a lump-sum payment should you (or your spouse or dependent children) become seriously ill with a covered condition.

The Optional Critical Illness insurance is open to all Province of New Brunswick judges and their dependents who meet the eligibility criteria listed below. Judges and dependents have **31 calendar days** of becoming eligible to participate to apply for up to \$60,000 in coverage for themselves and/or their spouse and up to \$25,000 for their children, without providing any medical information. The judge will need to provide medical information to secure any amounts of coverage higher than \$60,000 and up to \$400,000 or if applying after the **31 calendar days** of becoming eligible to participate.

## Eligibility Criteria

- ◆ Participant must meet the definition of employee (or spouse or child) and be actively at work at time of enrolment;
- ◆ Judges can enrol their spouses even if they do not opt for coverage for themselves, however, child coverage is reliant on either the judge or the spouse electing coverage; and
- ◆ Judges can be covered as both a member and a spouse, but non-evidence limits cannot be 'stacked'. This means that the non-evidence total coverage cannot exceed the \$60,000 limit.

## How to Enrol

- ◆ Enrolments are completed directly on the [Medavie Blue Cross](#) website where the judge can get a quote, enrol and choose a method of payment, pre-authorized debit or credit card.

## Covered Illnesses

25 conditions available for full payment (second event coverage for unrelated illnesses)*		
Aortic surgery	Dementia including Alzheimer's disease	Motor neuron disease
Aplastic anemia	Heart attack (acute myocardial infarction)	Multiple sclerosis
Bacterial meningitis	Heart valve replacement	Occupational HIV infection
Benign brain tumour	Kidney failure	Paralysis
Blindness	Loss of independent existence	Parkinson's disease and Specified Atypical Parkinsonian Disorders
Cancer	Loss of limbs	Severe burns
Coma	Loss of speech	Stroke (cerebrovascular accident resulting in persistent neurological deficits)
Coronary artery bypass surgery	Major organ failure on waiting list	
Deafness	Major organ transplant	

4 conditions available for partial payment (10% of full benefit amount)	
Coronary angioplasty	Stage A (T1a or T1b) prostate cancer
Ductal carcinoma in situ of breast	Stage 1A malignant melanoma

### 7 childhood conditions available for full payment

Autism	Down Syndrome
Cerebral palsy	Muscular dystrophy
Congenital heart disease	Type 1 diabetes mellitus
Cystic fibrosis	

**\*Second event coverage** - A person may be eligible for up to two (2) full payments, when the conditions fall under different categories.

Category 1	Category 4
Cancer	Aplastic anemia
	Bacterial meningitis
	Benign brain tumour
	Coma
	Dementia including Alzheimer's disease
	Kidney failure
	Loss of independent existence
	Major organ failure on waiting list
	Major organ transplant
	Motor neuron disease
	Multiple sclerosis
	Paralysis
	Parkinson's disease and Specified Atypical Parkinsonian Disorders
	Stoke (cerebrovascular accident resulting in persistent neurological deficits)

Category 1
Cancer

Category 2
Aortic surgery
Coronary artery bypass surgery
Heart attack (acute myocardial infarction)
Heart valve replacement

Category 3
Blindness
Severe burns
Deafness
Loss of limbs
Loss of speech
Occupational HIV

**Pre-Existing Condition** - Any condition for which, during the 24 months immediately before the effective date of this benefit, the participant has:

- ◆ had a medical consultation;
- ◆ been prescribed or taken medication; or
- ◆ received treatment, including diagnostic measures for any symptom or medical problem that leads to a diagnosis of or treatment for a covered condition.

This definition does not apply to a child born while Child Optional Critical Illness coverage is in force.

Medavie Blue Cross will not pay benefits for any condition that results, directly or indirectly, from a Pre-Existing Condition, unless the covered condition occurs after 24 consecutive months of coverage.

**Survival Period** - The continuous period of time between the date the definition of a covered condition is met and the date the benefit is payable. The survival period is 30 consecutive days unless otherwise specified in the details of the covered condition.

**Termination** - In all circumstances (termination of employment, retirement, lay-off, leave of absence), Optional Critical Illness coverage will automatically be continued unless you choose to suspend/terminate it by calling Medavie Blue Cross' Optional Benefits Team at 1-844-949-3809.

The table below summarises the critical illness coverage included within the AD&D plan and the Optional Critical Illness plan:

	Critical Illness Benefit (included in the AD&D plan)	Critical Illness - Optional Benefit
<b>Eligibility</b>	Judge	Judge, Spouse, Dependent Children
<b>Benefit maximum</b>	\$2,000	\$10,000 to \$400,000
<b>Non-evidence maximum</b>	\$2,000	\$60,000
<b>Illnesses covered</b>	4	36
<b>Second event coverage</b>	No	Yes
<b>Childhood illnesses</b>	No	Yes (7)
<b>Partial payments</b>	No	Yes (4)
<b>Age limit</b>	65	70
<b>Premium payment</b>	100% Employer	100% Judge

### **Claims Submission**

The claim form for the Optional Critical Illness benefit can be obtained in the [member resources section](#) of the Medavie Blue Cross website ([www.medaviebc.ca](http://www.medaviebc.ca)).

The Optional Critical Illness claim must be submitted to Medavie Blue Cross by mail, fax or email to the address indicated on the form within 12 months of the date of the diagnosis. Verification of employment status may be required.

All claim limits are in Canadian dollars.

### **Limitations and Exclusions**

The Optional Critical Illness benefit will not be paid for any condition that results, directly or indirectly, from any of the following causes:

- ◆ A pre-existing condition, unless the covered condition occurs after 24 consecutive months of coverage;
- ◆ An accident, unless the covered condition is a Severe Burn;
- ◆ Attempted suicide or voluntary injury or illness;
- ◆ Use of any poison, intoxicant or drug, unless prescribed by a Physician and used as directed;
- ◆ Participation in a criminal act or an attempt to commit a criminal act, regardless of whether charges are laid or a conviction is obtained;
- ◆ Any accident or injury occurring while operating a vehicle under the influence of drugs (including marijuana) or with a blood alcohol level in excess of the legal limit in the jurisdiction in which the accident occurs; or
- ◆ Insurrection, war (declared or not), the hostile action of the armed forces of any country or participation in any riot or civil commotion.

Detailed information on coverage options can be found at [Critical Illness | Medavie Blue Cross](#) or by contacting Medavie Blue Cross' Optional Benefits Team at 1-844-949-3809 or by email at [inquiry@medavie.bluecross.ca](mailto:inquiry@medavie.bluecross.ca).

# Waiver of Premium

The Waiver of Premium (WOP) benefit allows for the **continuation** of the judge's benefits coverage without payment of premiums when they are approved for disability benefits. A WOP applies to all benefit plans (except Business Travel) in effect at the time the WOP starts and is available to the judge who:

- ◆ is deemed totally disabled for a continuous period of at least four (4) months (qualifying period); and
- ◆ has paid their premiums during the 4-month qualifying period.

Once the WOP has been approved, the judge and their employer will receive a letter from the Plan Administrator (Vestcor) detailing the following information:

- ◆ the list of benefits for which the WOP is approved;
- ◆ the effective date for the WOP; and
- ◆ the maximum WOP benefit period for each benefit.

**IMPORTANT!** During the 4-month qualifying period, both the judge and employer **must continue to pay the premiums** for all the benefits that the judge has chosen to continue. If premiums are not paid during the qualifying period, the judge is effectively waiving their right to the WOP benefit. Consequently, all benefits for which premiums are not paid during the qualifying period will be ineligible for a WOP thereafter.

The definition of **"total disability"** requires that a judge be mentally or physically unable to perform the regularly required duties of their normal occupation. The disability must be medically documented, and the judge must be under the care of a physician.

After 24 months of total disability, a **change of definition** can occur and requires that the judge be mentally or physically unable to perform the regularly required duties of:

- ◆ their normal occupation; and
- ◆ any occupation for which the judge:
  - ◆ would earn at least 75% of their pre-disability salary; and
  - ◆ is reasonably qualified for, or may so become through training, education, or experience.

The loss of a professional or occupational licence or certification does not itself constitute total disability. The availability of work is not considered when assessing total disability.

## **When and how to Apply for the WOP**

A judge must apply for the WOP at the same time as they submit their disability claim.

**IMPORTANT!** For judges who qualify for benefits under the **Workers' Compensation Act**, overseen by WorkSafeNB, the WOP application must be submitted at the same time as the claim for the Worker's Compensation benefit, within the 4-month qualifying period. Doing so will avoid any delays in the assessment of eligibility for the WOP and determining when the benefit period begins. The *Workers' Compensation Act* and the WOP rely upon distinct definitions of "disability", and thus approval of one benefit does not guarantee approval of the other.

To apply for the WOP, the judge, the attending physician and the employer **must** complete:

- ◆ the [Employee Statement](#) and sends it to the Plan Administrator (Vestcor).
- ◆ the [Attending Physician's Statement](#) and sends it to the Claims Administrator (MBC).
- ◆ the [Employer Statement](#) and sends it to the Plan Administrator (Vestcor).

The WOP application must be submitted as soon as possible and **during the 4-month qualifying period**.

Applications may not be assessed if submitted prior to the onset of total disability, or if total disability no longer persists.

Applications submitted later than 10 months after the onset of total disability may not be assessed.

**Waiver of Premium Period**

If approved, the WOP will become effective once the 4-month qualifying period has concluded and the judge is no longer on paid leave. In other words, the judge may use approved leave with full or partial pay during the qualifying period, however the WOP will not take effect until all salary payments cease.

The **effective date** of a WOP is the first day of the month following the date of its approval. For example, if the WOP is approved anytime between the 2<sup>nd</sup> day of the month and the end of the month, the waiver starts on the 1<sup>st</sup> day of the following month.

However, if the judge continues to receive any type of salary continuance (sick leave, vacation days, etc.) after the WOP’s approval date, the WOP’s effective date will be the first day of the month following the end of any salary continuance.

Premium payments are not required from either the judge or the employer while a WOP is in effect.

**IMPORTANT!** The WOP for the Health, Travel and Dental (HTD) Plans **expires after 24 months** and cannot be in effect while a judge is receiving any type of salary continuance. Therefore, the WOP period will be shorter if the judge continues to receive full or partial pay after its approval date.

<b>Example #1:</b>	
Date of Disability:	November 3, 2023
WOP Approval Date:	March 4, 2024 (completion of 4-month qualifying period)
Paid Sick Leave/Salary Continuation:	Has stopped
WOP Effective Date (WOP begins):	April 1, 2024
Eligible WOP Period for HTD:	April 2024 to March 2026 (24 months)

<b>Example #2</b>	
Date of Disability:	November 3, 2023
WOP Approval Date:	March 4, 2024 (completion of 4-month qualifying period)
Paid Sick Leave/Salary Continuation:	Stops on June 9, 2024
WOP Effective Date (WOP begins):	July 1, 2024 (after sick leave/salary continuance stops)
Eligible WOP Period for HTD:	July 2024 to March 2026 (21 months)

When the maximum WOP benefit period for Health, Travel and Dental is approaching, the Plan Administrator (Vestcor) will notify both the judge and the employer in writing of the date in which the WOP will terminate. This letter will also provide instructions for the continuation of coverage beyond the maximum benefit period. Maximum Benefit Periods are provided in the table below:

<b>Benefit Plan</b>	<b>Maximum Benefit Period</b>
Life and AD&D	65 years of age
Health, Travel, and Dental	24 months after the WOP’s approval date <b>or</b> upon the judge turning 65 years of age whichever occurs first

### **Waiver of Premium Termination**

The waiver of premium terminates on the earliest of the date:

- ◆ the judge no longer meets the definition of total disability;
- ◆ the judge engages in any occupation for remuneration or profit, except for a rehabilitation program pre-approved by the Claims Administrator (MBC);
- ◆ the judge fails to submit the required proof of total disability;
- ◆ the judge's employment terminates;
- ◆ the judge reaches age 65;
- ◆ the judge retires;
- ◆ the coverage terminates for the class of employees to which the judge belongs;
- ◆ the benefit or policy terminates;
- ◆ the judge reaches the maximum benefit period (outlined in the table above); or
- ◆ the judge dies.

### **Limitations and Exclusions**

A WOP **will not** be approved if total disability occurs as the result of:

- ◆ intentional self-inflicted injuries or illness;
- ◆ insurrection, war, or service in the armed forces;
- ◆ participation in a riot;
- ◆ committing or attempting to commit a crime; or
- ◆ alcoholism, drug addiction, or the use of any hallucinogen (unless the judge is participating in a therapeutic program approved by the Claims Administrator (MBC) and is under medical supervision by a specialist).

# Conversion and Transfer

## Conversion of Life and AD&D Insurance

Upon termination of employment for any reason (including retirement), judges under 76 years of age (for Life insurance) or under 65 years of age (for AD&D insurance) have the option to convert their Life and AD&D coverage to an individual policy without any medical questions asked if the conversion request is made within **31 calendar days** of the date in which their coverage has ended (termination date). Failure to meet this requirement could result in denial of the application for conversion. There is no minimum age to request a conversion of Life and/or AD&D coverage.

The maximum amount of coverage that a judge may convert is outlined below.

Maximum Amount for Life Insurance (Basic and Optional Combined)	
Under age 65	\$200,000
Age 65	
Age 66-70	\$50,000
Age 71-75	\$25,000
Age 76+	Ineligible to convert

Maximum Amount for AD&D Insurance (Basic, Optional, and Voluntary Combined)	
Under age 65	\$200,000
Age 65 +	Ineligible to convert

Participating spouses who meet the eligibility criteria, and who are under 76 years of age (for Dependent Life coverage) or under 65 years of age (for Voluntary AD&D coverage), also have the option to convert their Life and AD&D coverage to an individual policy without any medical questions asked if the conversion request is made within **31 calendar days** of the date in which their coverage has ended. Failure to meet this requirement could result in denial of the application for conversion. There is no minimum age for a dependent to request a conversion of their Dependent Life and/or their Voluntary AD&D coverage.

Reasons for which a spouse may be able to convert include:

- ◆ Death of the judge;
- ◆ Termination of the judge's coverage; or
- ◆ Termination of the judge's employment (including retirement).

The maximum amount of coverage that a spouse may convert is outlined below.

Maximum Amount for Dependent Life	
Under age 76	\$12,000
Age 76+	Ineligible to convert

Maximum Amount for Voluntary AD&D	
Under age 65	\$200,000
Age 65+	Ineligible to convert

A spouse who continues to meet the eligibility criteria but whose coverage has been purposely reduced or terminated by the judge is not eligible to convert their coverage to an individual policy.

To convert Life or AD&D insurance to an individual policy, without any medical questions asked, the judge or the spouse must complete the [Group Life and Accidental Death and Dismemberment Insurance Request for Conversion Proposal](#) and submit it to the Insurer within **31 calendar days** of the date in which their coverage has ended. Failure to meet this requirement could result in denial of the application for conversion.

### **Transfer of Health, Travel, and Dental Coverage to the Retiree Benefits Plans**

Upon termination of employment for any reason (including retirement), judges and their eligible dependents have the following options:

- ◆ if 50 years of age or greater, the judge, including their eligible dependents, may transfer their Health, Travel, and Dental coverage to the Retiree Benefit Plans provided they had coverage under the PNB Active plan immediately (at least one month) prior to the loss of coverage. The transfer application must be made within **31 calendar days** of loss of coverage; or
- ◆ If not 50 years of age or greater, the judge (including their eligible dependents) may choose to convert to an individual policy provided by Medavie Blue Cross called the **Select Conversion Plan** without having to provide proof of insurability (no medical questions asked). This policy is provided by Medavie Blue Cross and is only available within **31 calendar days** following the date the judge's coverage is terminated.

#### **Select Conversion Plan**

Select Conversion Plan is designed to provide coverage for routine medical expenses as well as for unexpected medical emergencies and accidents. The Select Conversion Plan starts with the Base Module, which provides comprehensive coverage for a variety of medical expenses. From there, Prescription Drugs, Dental and Annual Travel coverage, can be added to accommodate individual needs.

The Select Conversion Plan does not offer a travel coverage to any participant aged 65 or over and prescription drug coverage is not available to any participant aged 65 or over who is eligible under a government-sponsored prescription drug program.

There are several offers for individual products and rates will vary by age and gender so a quote must be obtained directly from Medavie Blue Cross by calling 1-888-857-2583. A licensed agent will go through all options available to them and help decide which may be best for their situation.

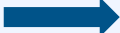
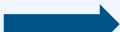

If the judge has terminated employment, at any age, **due to disability**, the judge (including their eligible dependents) may choose to transfer into the Retiree Benefit Plans provided they had coverage under the Provincial Court Judges Benefit Plans immediately prior to the loss of coverage.

Only judges and dependents that are participating in the Provincial Court Judges Benefit Plans at the time of retirement are eligible to transfer coverage to the Retiree Benefit Plans. Judges and dependents cannot choose to begin participating in the benefit plans upon retirement and cannot add new dependents at the time of retirement.

Likewise, only those plans that the judge was participating in and paying premiums for at the time of retirement are eligible for transfer (e.g., a judge participating in the Health and Travel Plans but not the Dental Plan will only be eligible to transfer their Health and Travel coverage at the time of retirement).

Judges must have been paying premiums for the applicable Provincial Court Judges Benefit Plans for at least one month to be eligible to transfer.

Coverage options are different between the Provincial Court Judges and Retiree Benefit Plans. The available options for transferring coverage are outlined in the table below.

Judge Coverage		Retiree Coverage
Judge Only		Retiree Only
Judge + 1 Dependent		Retiree + Dependent(s)
Judge + 2 or More Dependents		

The [Retiree Benefit Plans – Transfer Application Form](#) must be completed and submitted within **31 calendar days** of the date in which judge coverage has ended. For further information on the Retiree Benefit Plans, refer to the [New Brunswick Public Service Benefit Plans: A Guide for Retirees](#) booklet.

Upon transferring coverage from the Provincial Court Judges Benefit Plans to the Retiree Benefit Plans, the retiree will receive a new [Medavie Blue Cross Identification Card](#). The old card will be deactivated and will have no further use. To avoid confusion between the two cards, it is recommended that the old one be discarded.

# Contacts

## **Medavie Blue Cross (Claims Administrator / Insurer)**

Contact Medavie Blue Cross' Customer Information Contact Centre for inquires concerning:

- ◆ Life, AD&D, Health, Travel, Business Travel, or Dental claims;
- ◆ Optional Critical Illness;
- ◆ Converting Life or AD&D insurance to an individual policy upon termination of employment, and
- ◆ Medavie Blue Cross Identification Card.

Phone: 1-888-227-3400 (Atlantic region)

Email: [inquiry@medavie.bluecross.ca](mailto:inquiry@medavie.bluecross.ca)

Website: [www.medaviebc.ca](http://www.medaviebc.ca)

## **Vestcor (Plan Administrator) or Employer**

Contact Vestcor's Member Services Team or your employer for inquires concerning:

- ◆ eligibility;
- ◆ enrolment;
- ◆ late applicant process;
- ◆ beneficiary designation;
- ◆ combining Health, Travel, or Dental Plans;
- ◆ payment of premiums;
- ◆ waiver of premiums;
- ◆ continuation of benefits coverage during interruptions of employment, and
- ◆ transferring to the Retiree Benefit Plans.

Phone: 506-453-2296 (Fredericton area) or 1-800-561-4012 (toll free)

Email: [info@vestcor.org](mailto:info@vestcor.org)

Website: [www.vestcor.org/benefits](http://www.vestcor.org/benefits)

# Appendix A: Applications and Forms

All the forms listed below are available on the Vestcor website ([www.vestcor.org/benefits](http://www.vestcor.org/benefits)).

## **Eligibility and Enrolment**

[Active Employee Enrolment/Change Form](#)

[Beneficiary Designation/Change Form](#)

[Special Dependent Questionnaire](#)

[Statement of Health](#)

[Statutory Declaration of Common-Law Partner](#)

## **Continuation of Coverage while on Leave**

[Continuation of Employee Benefits Coverage – Leave of Absence without Pay \(Cost Sharing and No Cost Sharing\)](#)

[Continuation of Employee Benefits Coverage – Leave of Absence without Pay \(No Cost Sharing\)](#)

[Continuation of Employee Benefits Coverage – Leave of Absence without Pay \(Cost Sharing\)](#)

## **Health Plan**

[Specialty Prescription Drug - Prior Authorization Request](#)

[Mandatory Generic Substitution – Exception Request](#)

[Nursing/Personal Care Pre-Approval Request](#)

## **Business Travel Plan**

[Application Form – Employee Business Travel](#)

## **Life Insurance Plan / Accidental Death and Dismemberment Insurance Plan**

[Claim for Accidental Injury Form](#)

[Claim for Critical Illness Benefit Form](#)

[Claim for Death Benefits Form](#)

[Terminal Illness Claim Form](#)

## **Waiver of Premium**

[Attending Physician's Statement – Application for Benefits](#)

[Employee Statement – Application for Benefits](#)

[Employer Statement – Application for Benefits](#)

## **Conversion and Transfer**

[Group Life and Accidental Death and Dismemberment Insurance Request for Conversion Proposal](#)

[Retiree Benefit Plans – Transfer Application Form](#)

# Appendix B: Enrolment Checklist

- The following checklist will assist you in enrolling in the Provincial Court Judges Benefit Plans.
- Read the [Employee Eligibility Criteria](#) section to verify that you are eligible to participate. *If you have questions about eligibility, contact your employer or Vestcor's Member Services Team.*
- Upon becoming eligible for benefits, check your mail or email from your Human Resources or Payroll Services office and follow the instructions within. *If you have not received this email or mail, promptly contact your employer.*
- Review this booklet to ensure that you are familiar with the benefits available under each plan. *This booklet details the benefit plans available to participate in, coverage options under each plan, and the benefits that you can expect to receive should you need them.*
- If designating one or more beneficiaries, read the [Beneficiary Designation](#) section of this booklet to ensure that you are familiar with the guidelines and complete the [Beneficiary Designation/Change Form](#) and for confidentiality reason, this form should be submitted directly to Vestcor at anytime. *The designated beneficiary will receive the benefit payable upon death of the participant. It may be helpful to discuss with and inform your intended beneficiary prior to designating them. If no beneficiary form is submitted, the benefit will be paid to the judge's estate.*
- If enrolling dependents, read the [Dependent Eligibility Criteria](#) section to verify that they are eligible to participate. If enrolling an over-age dependent, complete the [Special Dependent Questionnaire](#) and submit with your application. *If you have questions about eligibility, contact your employer or Vestcor's Member Services Team.*
- Complete the [Active Employee Enrolment/Change Form](#) and submit it to your Human Resources or Payroll Services office within 31 calendar days of becoming eligible. For Business Travel, complete the [Application Form – Employee Business Travel](#) and submit it to Medavie Blue Cross at anytime. *If you fail to submit the enrolment form within the specified timeframe, you risk being subject to the [late applicant process](#) (not applicable to Business Travel).*
- If you have enrolled in the Health, Travel, Business Travel, or Dental plans, you will receive your [Medavie Blue Cross Identification Card](#) in the mail within a few weeks of submitting your enrolment form. *If your card does not arrive within one month of submitting your enrolment form, promptly contact Medavie Blue Cross.*
- Review your benefit coverage on your payroll system portal. The process on how to do this will vary depending on the system. *If any of the benefit coverage information is inaccurate, promptly contact your employer or Vestcor's Member Services Team to ensure that all errors are resolved.*

# Appendix C: Medavie Blue Cross Identification Card

All judges who enrol in the Health, Travel, Business Travel, or Dental plans will receive by mail a Medavie Blue Cross Identification Card (sample card shown below).

By showing your card to those health care professionals that are part of Medavie Blue Cross' ePay network, the provider will automatically apply your benefits and only charge the portion not covered by the benefit plans.

To find out which professionals are part of the ePay network, use Medavie Blue Cross' online [Find a Health Professional](#) search tool on their website ([www.medaviebc.ca](http://www.medaviebc.ca)).

If you've lost your card, you can print a new one from the Account tab of the [Member Services website](#). This printed version can be used in the same manner as your original card, even if it is printed on paper or in black-and-white ink.

An electronic version of your card can also be accessed via the *Medavie Blue Cross Mobile* app, available for free on the App Store (Apple / iOS devices) and the Google Play store (Android devices).



*Frontside of Identification Card (sample card)*



*Backside of Identification Card (sample card)*

# Appendix D: Guidelines - Death Benefits

## Claim

**To avoid unnecessary delays in the processing of this claim, read these instructions in full.**

The beneficiary (claimant) must complete the [Claim for Death Benefits Form](#) and submit it with the following documents directly to Medavie Blue Cross or indirectly through the Policyholder (GNB):

- ◆ Provincial Death Certificate or Funeral Director's Statement
- ◆ Birth Certificate of the Deceased (for Dependent Life claims only)

This required supporting documentation list is intended to cover the most common situations. Individual circumstances (e.g.: if death was a result of an accident) may require additional information before a claim decision can be made.

### Beneficiary (claimant)

1. If the policy is payable to a named beneficiary or beneficiaries:

- ◆ This [Claim for Death Benefits Form](#) must be completed by the named beneficiary. If there is more than one named beneficiary, all beneficiaries must sign the form and provide their addresses. If preferred, separate forms will be supplied upon request.
- ◆ If any named beneficiary is a minor, this [Claim for Death Benefits Form](#) must be completed, on behalf of the minor beneficiary, by the guardian or other person authorized by law. A certified copy of the Letters of Guardianship must be submitted (when applicable).
- ◆ If any named beneficiary is deceased, proof of death must be provided.
- ◆ If the beneficiary is the estate of the life insured, this [Claim for Death Benefits Form](#) must be completed by the deceased's executors named in the will, and a probated copy of the will must be provided. In the province of Quebec, a certified copy of the probated will is required. If there is no will, this form must be completed by the administrator of the deceased's estate, and a notarial copy of the Letters of Administration must be provided. In Quebec, this form must be completed by the heirs of the deceased, and a Declaration regarding Heirs must be submitted.

2. If the policy has no designated beneficiary:

- ◆ If no beneficiary was designated or if no beneficiary survived the deceased, this [Claim for Death Benefits Form](#) must be completed by the deceased's estate.
- ◆ If the deceased left a will, this [Claim for Death Benefits Form](#) must be completed by the deceased's executors name in the will, and a probated copy of the will must be provided. In the province of Quebec, a certified copy of the probated will is required.
- ◆ If the deceased did not leave a will, this [Claim for Death Benefits Form](#) must be completed by the administrator of the deceased's estate, and a notarial copy of the Letters of Administration must be provided. In Quebec, this form must be completed by the heirs of the deceased, and a Declaration regarding Heirs must be submitted.

3. Witness signature on [Claim for Death Benefits Form](#):

- ◆ Individuals who serve as witnesses to legal documents verify that the signature on the document belongs to the person with that name, a witness must be over the age of 18 at the time they witness your signature. Your spouse or another member of your family should not serve as a witness to any legal document you sign. Even if neither party is named in the document, the court holds that your spouse and any relatives still have an interest in your property.

4. For a Dependent Life claim, the employee of the Province of New Brunswick is the beneficiary.

5. Return all required documentation to the following address. **Do not use staples.**

Medavie Blue Cross  
644 Main Street  
P.O. Box 220  
Moncton, NB E1C 8L3  
Telephone: 1-877-849-8509  
Fax: 1-800-644-1722

Alternatively, you can **scan** and **e-mail** the documents to: [life\\_claims@medavie.bluecross.ca](mailto:life_claims@medavie.bluecross.ca)

#### **Direct Deposit Authorization**

Beneficiaries who choose to have the benefits directly deposited into their bank account must ensure to complete the Direct Deposit Authorization section of the [Claim for Death Benefits Form](#).