



Dental Care Plan

Faculty, Administrative/Professional Officer, Faculty Service
Officer, Librarian, Trust/ Research Staff, Contract Academic
Staff: Teaching, Sessional and Other Temporary Staff

**Effective February 2001
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Article I – Definitions

In this document, the following terms shall have the meaning as set forth below, unless otherwise specially provided:

1. **"Academic Benefits Management Committee (ABMC)"** means the joint University of Alberta and Association of Academic Staff of the University of Alberta management body responsible for the oversight of the Dental Care Plan.
2. **"Accidental Dental Injury"** means an unexpected and unforeseen injury (an event that occurs by chance) to the mouth which results in injury to the dental and contiguous structures.
3. **"Adjudicator"** means a third party adjudicator independent of the Employer, who shall determine the amount of benefits payable under all claims submitted to them and who provides claims payment and record keeping as arranged between the Employer and the Adjudicator "
4. **"Administrator"** means the person delegated by the University Administration who is responsible for the administration of this plan on behalf of the Employer.
5. **"Bridge Benefit Program"** means the program established by the Employer, where early retirees continue to be covered under this Plan until the Employee would have attained their "normal retirement date" (June 30th following attainment of age 65). The Bridge Benefit Program closed to new entrants July 1, 2004.
6. **"Dependent"** means:
 - 6.1. the Employee's spouse, who is either:
 - a) the person to whom the Employee is lawfully married as evidenced by a legally certified document of marriage; or
 - b) a person whose relationship to the Employee is common-law spouse. For the purposes of this Plan, common-law spouse shall mean the opposite or same sex partner of an Employee who has continuously resided with the Employee for a period of at least one year.
 - 6.2. any unmarried child of the Employee or the Employee's spouse, including a step-child, adopted child or a child, who is legally dependent (e.g. grandchild, foster child) upon the Employee for support and maintenance and is:
 - a) under 21 years of age; or

- b) at least 21 but under 25 years of age and is a registered student in full-time attendance at a university or similar institution of learning; or
 - c) 21 years of age or over and is incapable of self-sustaining employment due to mental or physical disability.
7. **"Employee"** means a person who:
- 7.1. is employed on the academic staff of the Employer in a benefit eligible appointment under the Faculty, Faculty Services Officer, Administrative Professional Officer, Librarian, Trust/Research, Contract Academic Staff – Teaching, Sessional and Other Temporary Employee agreements; or
 - 7.2. a person as described in 8.1 above who as a result of early retirement was eligible to participate in the Bridge Benefit Program; or
 - 7.3. any other person or group of persons who the Employer deems to cover under this plan.
8. **"Employer"** means the Board of Governors of the University of Alberta.
9. **"Insured"** means an eligible covered Employee or Dependent.
10. **"Plan"** means the Dental Care plan for designated Employees.
11. **"Practitioner"** means an individual who is legally licensed and regulated by provincial legislation and respective Provincial Associations in the jurisdiction in which the service is provided. Services eligible under this Plan shall not include those of any person who is a member of the Employee's immediate family. Only services specifically referenced in this plan are covered.
12. **"Schedule of Fees"** means the current fee schedule as established by the Adjudicator including specialists' fees, where applicable.
13. **"Treatment Period"** means the period during which a planned course of Basic, Restorative or Orthodontic Treatment is to be preformed as estimated in the Treatment Plan, for the complete correction of any dental disease, dental defect or Accidental Dental Injury.
14. **"Treatment Plan"** means a written report, prepared by the attending Practitioner as the result of his examination of the patient and providing the following:
- 14.1. the recommended treatment for the complete correction of any dental disease, defect or Accidental Dental Injury; and
 - 14.2. the period during which such recommended treatment is to be preformed; and
 - 14.3. the estimated cost of the recommended treatment and necessary appliances.

Article II – Eligibility

1. An Employee is eligible for benefits under the Plan commencing on the date on which his/her benefit eligible appointment commences.
2. If an Employee has Dependents on the date he/she becomes eligible for benefits, then such Dependents will also be eligible on such date. If an Employee acquires his/her first Dependent after he becomes eligible for benefits, then such Dependent(s) shall be eligible on the date the Employee advises the Administrator, in writing, that he/she is eligible for Dependent coverage.
3. The eligibility of an Employee and his Dependents to participate in this Plan ceases when he/she ceases to be an Employee.
4. An Employee participating in the Bridge Benefit Program provided by the Employer continues to be eligible in accordance with the provisions of the Bridge Benefits Program.

Article III – Description of Benefits

Subject to the limitations detailed in Article IV, Insured members (Employees and Dependents) are eligible for Basic Services, Restorative Services and Orthodontia Services as detailed in this Article.

Basic Services

The following services and supplies are reimbursed at actual cost to a maximum of 100% of the amounts determined by the Adjudicator; provided that such services or supplies are performed or prescribed by a Practitioner:

1. Oral Examination. Covered once in any 12 month period (minimum of 11 consecutive months between services) for each Insured age 16 and over and twice in any calendar year (minimum of 5 consecutive months between services) for Insured under age 16.
2. Prophylaxis (the cleaning and scaling of teeth). Covered once in any 12 month period (minimum of 11 consecutive months between services) for each Insured age 16 and over and twice in any calendar year (minimum of 5 consecutive months between services) for Insured under age 16.
3. Bitewing x-rays. Two (2) films are covered once in any 12 month period (minimum of 11 consecutive months between services) for each Insured age 16 and over and twice in any calendar year (minimum of 5 consecutive months between services) for Insured under age 16.
4. Topical application of fluoride solutions. Covered once in any 12 month period (minimum of 11 consecutive months between services) for each Insured age 16 and over and twice in any calendar year (minimum of 5 consecutive months between services) for Insured under age 16.
5. Oral hygiene instruction. Covered once in any 12 month period (minimum of 11 consecutive months between services) for each Insured age 16 and over and twice in any calendar year (minimum of 5 consecutive months between services) for Insured under age 16.
6. Pit and fissure sealants for Insured under age 16 only.

7. Full-mouth series of x-rays are covered provided that a period of at least 24 consecutive months has elapsed since the last such series of x-rays was performed.
8. Extractions and all alveolectomy at the time of tooth extraction.
9. Amalgam, silicate, acrylic and composite restorations.
10. Dental surgery.
11. Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
12. General anesthesia required in relation to dental surgery.
13. Endodontic treatment (root canal therapy).
14. Periodontic treatment (treatment and prevention of diseases and/or conditions of the gums).
15. Necessary treatment for relief of dental pain.
16. The cost of medication and its administration when provided by injection in the dentist's office.
17. Space maintainers for missing primary teeth and habit-breaking appliances.
18. Consultations required by the attending dentist.
19. Relines and rebases to existing dentures.

Restorative Services

The following services and supplies are reimbursed at 75% of the amounts determined by the Adjudicator provided that such service or supply is performed or prescribed by an Eligible Practitioner:

1. Provision of crowns and inlays; Dental implants will be covered to the cost equivalent to a crown.
2. Provision of a prosthodontic appliance (e.g., fixed bridge restoration, removable partial or complete dentures) if such appliance was required because at least one additional natural tooth was necessarily extracted after the date the Employee became covered under this Plan.
3. Replacement of an existing prosthodontic appliance when:
 - a) a replacement appliance is required because at least one additional natural tooth was necessarily extracted after the date the Employee first became covered under this Plan and the existing appliance could not have been made serviceable.

If the existing appliance could have been made serviceable, only the expense for that portion of the replacement appliance which replaces the teeth extracted after the date the Employee first became covered under this Plan shall be covered.

- b) a replacement appliance replaces an existing appliance which cannot be made serviceable and which is at least five years old.
 - c) a replacement appliance replaces an existing appliance which was temporarily installed after the date the Employee first became covered under this Plan; in this event such replacement appliance shall be considered a permanent (as opposed to temporary) installation.
 - d) a replacement appliance is required as the result of the installation of an initial opposing denture after the date the Employee became covered under this Plan.
 - e) a replacement appliance is required as the result of Accidental Dental Injury which occurs after the date the Employee first became covered under this Plan.
4. Repairs to existing dentures and fixed bridgework.

Procedures involving the use of gold are covered if such treatment could not have been provided at a lower cost by means of a reasonable substitute consistent with generally accepted dental practice. If such treatment involving the use of gold could have been rendered at lower cost by means of a reasonable substitute, only the expense that would have been incurred for treatment by means of the reasonable substitute shall be covered.

Orthodontic Services

Treatments performed by a Practitioner for the correction of Class I, Class II or Class III malocclusions in relation to a primary, mixed or permanent dentition, including the provision of orthodontic appliances, shall be reimbursed at 75% of the amounts determined by the Adjudicator.

Insured members shall submit a Treatment Plan to the Adjudicator prior to the commencement of any orthodontic services treatment.

Health Care Spending Account (HCSA)

Effective January 1, 2007 a HCSA with an annual credit amount of \$500 will form part of the Academic Dental Care Plan/Supplementary Health Care Plan for specified benefit eligible appointments. Each subsequent January 1st Employees (excludes bridge benefit participants) will receive an annual credit allocation of \$500 for their discretionary use within the following guidelines.

1. Eligible Expenses.

Eligible expenses are those recognized by the Canada Revenue Agency under the Income Tax Act (ITA Section 118(2)). Receipts must be dated after the date of account commencement and claimed in the year in which they are incurred.

2. Credit Carry Forward

Unused credits may be carried forward for one Year after the Year in which the credits are allocated. At the end of the second year (December 31), unused credits are subject to forfeiture. For example, credits deposited on January 1, 2007 and not used by December 31, 2008 would be forfeit.

Survivor Benefits

In the event of the Employee's death, eligible Dependents shall continue to be covered for Plan benefits for six (6) months following the date of the Employee's death.

Article IV – Benefit Limitations

Benefit payments are subject to the following limitations (some limitations may not apply based on the Health Care Spending Account benefit):

1. Benefit payments are subject to the following limitations:
 - a) No payment is made for services and supplies available without charge or if covered under any other group plan including any government health plan.
 - b) No payment is made for charges made for broken appointment or the completion of claims forms.
 - d) No payment is made for services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction or for a temporomandibular joint dysfunction (TMJ).
 - e) No payment is made for services and supplies rendered principally for cosmetic purposes.
 - f) No payment is made for treatments resulting from war, riot or insurrection.
2. All benefit payments are limited to the appropriate covered percentage as indicated in Article III.
3. An eligible expense is deemed incurred on the date that:
 - a) a single appointment or orthodontic procedure is performed; or
 - b) a multiple appointment procedure (other than orthodontic) is completed.
4. No payment is made for services provided or expenses incurred before the effective date of coverage.
5. No benefits are payable for expenses incurred following the date on which an Employee ceases to be eligible for coverage, except if:
 - a) the expenses are incurred for treatment which commenced prior to such date of termination; and
 - b) benefits had been paid in respect of such course of treatment prior to the date of termination.
6. No payment is made for a claim received by the Adjudicator more than 2 years after the expense is incurred (1 year effective July 1, 2010), or, in the case of the Health Care Spending Account (HCSA), 90 days after the end of the year in which the expense was incurred.

Article V – General Provisions

1. The Plan does not give an Employee any right to be retained in the services of the Employer.
2. In a case where a claim payment has been disputed, it may be appealed to the Administrator. The ABMC shall have the final authority regarding such payment and shall use such authority in keeping with the general intent of the Plan.
3. All claims for benefits under this Plan shall be authorized by the Employee (except in the case of electronic submission).
4. If the Employee or Dependent incurs expenses which are also covered under any other plan or policy, payment of benefits shall be coordinated to the extent that benefits from all such plans will not exceed the actual costs incurred.
5. All payments for benefits under the Plan shall be payable in the lawful currency of Canada.
6. The Employer, upon making any payment or assuming liability under this Plan, shall be subrogated to all rights of recovery of the Employee or any of his/her Dependents against any person, and may bring action in the name of the Employee to enforce such rights. If at the time of a loss or the incurring of an expense covered by this Plan, there is any other coverage which would be provided if this Plan had not been in effect, the University of Alberta shall be liable only for the excess, if any, of the expenses over the applicable coverage of the other plan covering the loss.
7. No person, Employee or former Employee, shall have any recourse under any provisions of this Plan against any past, present or future Governor, Officer, or employee of the Employer who shall be free from all liability, except in the case of willful misconduct.
8. The Employer expects and intends to maintain the Plan indefinitely, but reserves the right to amend, modify or discontinue the Plan either in whole or in part, subject to the requirement of any applicable legislation, collective agreement, or policy. Where the amendment directly or indirectly affects the benefits due to the Employee, notice shall be given to Employees.