

SUN LIFE

RUNNING TRADES EMPLOYEES

THE PLAN DOCUMENT

SCHEDULE III-B

The EH & VC Plan previously issued to Canadian Pacific Limited for the same persons on January 1, 1986 is cancelled and replaced by this EH & VC Plan on its Effective Date. Canadian Pacific Railway Company is the successor to Canadian Pacific Limited, effective as of July 4, 1996, by virtue of appropriate corporate action. The terms and benefits of this EH & VC Plan apply to any person who was covered under the previous EH & VC Plan on the day immediately before the Effective Date of the present EH & VC Plan.

Canadian Pacific Railway Company hereby instructs the Service Organization that claims incurred on or after August 1, 1999 be administered in accordance with the terms of this EH & VC Plan.

SUN LIFE OF CANADA

SCHEDULE III-B

EXTENDED HEALTH AND VISION CARE PLAN DOCUMENT

NO. 25040

for

EMPLOYEES

of

CANADIAN PACIFIC RAILWAY COMPANY

represented by

THE RUNNING TRADES UNIONS

EXTENDED HEALTH AND VISION CARE PLAN  
FOR THE SCHEDULED EMPLOYEES  
OF CANADIAN PACIFIC RAILWAY COMPANY  
REPRESENTED BY THE RUNNING TRADES UNIONS

Effective August 1, 1999

Plan Document No. 25040

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EXTENDED HEALTH AND VISION CARE PLAN  
FOR THE SCHEDULED EMPLOYEES  
OF CANADIAN PACIFIC RAILWAY COMPANY  
REPRESENTED BY THE RUNNING TRADES UNIONS

SECTION 1 - DEFINITIONS

- 1.1 The terms used herein shall have the meanings as hereinafter provided and words implying the masculine gender include the feminine.
- 1.2 "Benefit Year" means a 12 month period from January 1st until the next following December 31st.
- 1.3 "Benefit Year Deductible" means the sum of the Eligible Expenses equal to the deductible amount specified in Section 4 hereof.
- 1.4 "Co-Payment Percentage" means that portion of Eligible Expenses in excess of the Benefit Year Deductible specified in Section 4 hereof.
- 1.5 "Company" means Canadian Pacific Railway Company.
- 1.6 "Contractholder" means Canadian Pacific Railway Company.
- 1.7 "Deemed Date of Incurral" means that any expense or charge for Eligible Expenses shall be deemed incurred
- (a) by the person receiving the Medical Care for which the charge is made, and
  - (b) on the date such Medical Care is received.
- 1.8 "Dental Care" means any treatment, operation, procedure or service which is accepted as or defined as dentistry by the licensing body, agency, authority, laws or regulations governing the practice of dentistry within the country, state, province or territory where such care is supplied or performed by a Dentist.
- 1.9 "Dentist" means a person who is currently licensed to practice dentistry by a governmental authority having jurisdiction over the licensing and practicing of dentistry, and who is operating within the scope of his license.

## 1.10 "Dependent(s)" means

- (a) the Eligible Spouse of an Eligible Employee;
- (b) any unemployed dependent children, stepchildren or adopted children of an Eligible Employee:
  - (i) under the age of 21 residing with such Eligible Employee or the Eligible Spouse of such Eligible Employee, or
  - (ii) under age 25 if registered as a full-time College or University Student, or
  - (iii) of any age if handicapped and solely dependent upon such Eligible Employee,
- (c) but excludes any person who is covered under this EH & VC Plan as an Eligible Employee.

A child may not be considered to be a Dependent of more than one Eligible Employee.

1.11 "Doctor" means a qualified physician or surgeon duly licensed to practice medicine and includes persons legally authorized to treat patients with drugs and issue drug prescriptions.

1.12 "Effective Date" means August 1, 1999.

1.13 "EH & VC Plan" means the Extended Health and Vision Care Plan described herein.

1.14 "Eligible Employee(s)" shall be as defined in Section 2 hereof.

1.15 "Eligible Expenses" means those charges and expenses incurred for Medical Care specified in Section 5 to 7 hereof.

1.16 "Eligible Spouse" means the person who is legally married to you and who is residing with or supported by you provided that there is no legally married spouse that is eligible, it means the person that qualifies as a spouse under the definition of that word in Section 2(1) of the Canadian Human Rights Benefits Regulations, so long as such person who may be of the same or opposite sex was publicly represented by you as your "spouse" and cohabited with you in a conjugal relationship for:

- at least one (1) year if you and that person were free to marry: or
- at least three (3) years if either of you was not free to marry the other.

1.17 "Employer" means a Railway as defined herein.

1.18 "Extended Health and Vision Care Benefits" means the amounts to which an Eligible Employee or a Dependent is entitled pursuant to Section 4 hereof.

- 1.19 "Extended Health and Vision Care Plan Agreement" shall mean the agreement entered into between the Company and the unions on the 10th day of December, 1985 in respect of Extended Health and Vision Care Benefits.
- 1.20 "Hospital" means a legally operated institution which
- (a) is primarily engaged in providing, for compensation from its patients, medical, diagnostic and surgical facilities for the care and treatment of sick and injured persons on an in-patient basis, and
  - (b) provides such facilities under the supervision of a staff of Doctors with a 24 hour a day nursing service by registered nurses, and
  - (c) is not principally a home for the aged, rest home, nursing home or a place for the care and treatment of drug addicts or alcoholics.
- 1.21 "Illness" means bodily injury, sickness, disease, or mental infirmity, and for the purposes of this definition includes Pregnancy.
- 1.22 "Master Agreement" means the Master Agreement signed between the Company and the Canadian Council Railway Operating Unions.
- A list of the individual collective agreements is attached hereto as Annex A.
- 1.23 "Maximum Lifetime Benefit" means the maximum sum of Extended Health and Vision Care Benefits specified in Section 4 hereof.
- 1.24 "Medical Care" means those services provided and drugs or supplies prescribed, ordered or applied by a Doctor or Dentist in the treatment of an Illness pursuant to Section 6 hereof. The services of a psychologist, social worker, osteopath, chiropractor or a podiatrist do not need to be ordered by a Doctor.
- 1.25 "Pregnancy" means pregnancy, childbirth, miscarriage, abortion and conditions which result directly or indirectly from any of these.
- 1.26 "Railway" means Canadian Pacific Railway Company and its subsidiaries, joint properties listed in the Memorandum of Agreement, and also includes an Employer associated therewith, a group of whose employees has been admitted as provided by Article VIII.1(c) of the Extended Health and Vision Care Plan Agreement.

- 1.27 "Reasonable and Customary Charges" means charges for services and supplies of the level usually furnished for cases of the nature and severity of the case being treated and which are in accordance with representative fees and prices in the area in which the service is performed.
- 1.28 "Service" means compensated employment with the Employer.
- 1.29 "Service Organization" means the institution which is responsible for the daily administration and operation of the Extended Health and Vision Care Plan.

## SECTION 2 - COMMENCEMENT OF COVERAGE - ELIGIBLE EMPLOYEES

- 2.1 An employee shall, subject to Section 2.2 hereof, become an Eligible Employee on the first day of the calendar month next following the date on which he completes 12 months of Service.
- 2.2 If an employee is not actively at work on the date he would have become an Eligible Employee pursuant to Section 2.1 hereof, such employee shall become an Eligible Employee on the first day thereafter that he is actively at work.
- 2.3 For the purposes of this Section, an employee who has Service for a regular or partial eight-hour shift for 252 days will be deemed to have completed 12 months of Service, and with respect to employees covered by spare board provisions, days worked and/or available will be deemed to be days of Service.
- 2.4 Except as provided in Sections 2.6 and 2.7 hereof, an employee who has become an Eligible Employee shall be considered an Eligible Employee in each month in which he has Service, and until he ceases to be an Eligible Employee pursuant to Section 3 hereof.
- 2.5 An employee who has ceased to be an Eligible Employee pursuant to Section 3 hereof:
- (a) by reason of being laid-off shall become an Eligible Employee on the first day of the month in which he returns to active work;
  - (b) by reason of being on leave of absence, on strike or dismissed and subsequently reinstated shall become an Eligible Employee on the date of his return to active work.
- 2.6 An Eligible Employee who is on a leave of absence for disability or Pregnancy and in receipt of weekly indemnity benefits or employment insurance disability/maternity benefits may, at his option and notwithstanding Section 3 hereof, continue to be an Eligible Employee for a period of six months after the termination date therein specified upon remitting monthly to his Employer an amount equal to the estimated cost of the EH & VC Plan as determined by the Service Organization.
- 2.7 An Eligible Employee whose coverage is terminated due to lay-off or leave of absence for reasons other than disability or Pregnancy may, at his option and notwithstanding Section 3 hereof, continue coverage for a period of 12 months following the end of the month in which such leave of absence or lay-off commences upon remitting monthly to his Employer an amount equal to the estimated cost of the EH & VC Plan as determined by the Service Organization.



- 2.8 If the disability of an Eligible Employee terminates and the said Eligible Employee again becomes disabled due to the same or related cause or causes, the subsequent disability will be considered a continuation of the previous disability for the purposes of Sections 3.1 (f) and Section 2.6 hereof unless,
- (a) the said Eligible Employee had completely recovered from the previous disability and had been at work with his Employer for a period of at least two consecutive weeks after termination of the previous disability, or
  - (b) the said Eligible Employee, though not completely recovered from the previous disability, had been at work with his Employer for a period of at least four consecutive weeks after termination of the previous disability.
- 2.9 Notwithstanding the provisions of this Section and subject to Article VIII.1(c)(ii) of the Extended Health and Vision Care Plan Agreement, all those individuals who would, but for their full-time employment as officers of unions representing bargaining units covered by this Plan, be full-time employees with one of the Railways may be admitted to coverage under this plan. Such individuals shall pay direct to the Company the appropriate amount to secure coverage under this plan.
- 2.10 An Eligible Employee's Dependent shall become covered on the later of (i) the date the employee becomes an Eligible Employee, and (ii) the date the Eligible Employee acquires the Dependent.

## SECTION 3 - TERMINATION OF COVERAGE

- 3.1 Except as provided in Sections 3.2, 3.3 and 3.4 hereof, an employee who has become an Eligible Employee pursuant to Section 2 hereof shall cease to be an Eligible Employee on the earliest of the following termination dates:
- (a) the date the employee's employment with the Employer terminates upon his resignation or dismissal,
  - (b) the last day of the month in which the employee retires in accordance with the Employer's pension rules,
  - (c) the last day of the month of the employee's lay-off or leave of absence for reasons other than disability or Pregnancy,
  - (d) the last day of the month of the employee's death,
  - (e) the last day worked prior to a strike in which the employee ceases to work,
  - (f) subject to the provisions of Section 2.6 and 2.7 hereof, the date which is six months after the end of the month in which the employee's leave of absence due to disability or Pregnancy commenced, provided that the said employee is in receipt of weekly indemnity benefits or employment insurance disability/maternity benefits,
  - (g) the date of termination of this EH & VC Plan, or
  - (h) the last day of the month in which the employee is transferred to a position to which this EH & VC Plan does not apply.
- 3.2 Service will be deemed to continue for a period of not more than 12 months for an Eligible Employee who has elected to resign and receive a severance payment from the Employer pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.
- 3.3 Service will be deemed to continue for a period of not more than 5 years for an Eligible Employee who is at the date of this designation an Eligible Employee within 5 years of early retirement who has elected bridging pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.

- 3.4 Service will be deemed to continue until age 65 for an Eligible Employee who is at the date of this designation an early retired Eligible Employee who has elected an early retirement separation allowance pursuant to the Conductor - Only provision of the Collective Agreement or any Material Change Agreements that have an extended coverage for this EH & VC Plan.
  
- 3.5 A Dependent shall cease to be a Dependent on the date the employee, in relation to whom he is a Dependent, ceases to be an Eligible Employee or on the date the said Dependent ceases to qualify under the definition of Dependent.

SECTION 4 - EXTENDED HEALTH AND VISION CARE BENEFITS

- 4.1 Extended Health and Vision Care Benefits payable to Eligible Employees under the EH & VC Plan shall be the Co-Payment Percentage of the Eligible Expenses incurred by Eligible Employees and Dependents in excess of the Benefit Year Deductible but not in excess of the Maximum Lifetime Benefit herein specified.
- 4.2 Subject to Section 4.5 hereof, the Benefit Year Deductible shall be \$100, and in each Benefit Year shall be applied against the total Eligible Expenses of an Eligible Employee and his Dependents incurred in that Benefit Year. Each Eligible Expense is allocated to a Benefit Year according to the Deemed Date of Incurral.
- 4.3 The Co-Payment Percentage shall be 100%, except for Section 6.3 where the Co-Payment Percentage shall be 80%.
- 4.4 The Maximum Lifetime Benefit is unlimited, other than as specified in paragraph (b) of Section 6.2.
- 4.5 The Benefit Year Deductible shall not be applicable to the Eligible Expenses specified in Section 5 hereof.

SECTION 5 - ELIGIBLE EXPENSES - SEMI-PRIVATE HOSPITAL BENEFIT

5.1 Subject to Section 7 hereof, Eligible Expenses shall be charges, in the province or territory of residence of the Eligible Employee, for the treatment of an illness

(a) up to the Hospital's average semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charges) in a Hospital, and

(b) for Hospital out-patient services.

## RUNNING TRADES EMPLOYEES

## SECTION 6 - ELIGIBLE EXPENSES - MAJOR MEDICAL BENEFIT

6.1 Subject to Section 7 hereof, Eligible Expenses shall be charges for Medical Care as described in Sections 6.2, 6.3, 6.4, 6.5, 6.6, and 6.7 hereof.

6.2 Eligible Expenses shall include:

(a) Charges, in Canada but outside the province or territory of residence of the Eligible Employee, for emergency treatment of an Illness while outside such province or territory, up to 180 days of confinement, and

(i) up to the Hospital's semi-private rate for room and board (including, where permitted by law, any admittance, coinsurance or utilization charges) in a Hospital, and

(ii) for Hospital out-patient services.

(b) Charges, outside Canada for emergency treatment of an Illness contracted while outside Canada up to 180 days of confinement, and

(i) up to the Hospital's semi-private rate for room and board (including, where permitted by law, any admittance charges) in a Hospital,

(ii) for other Hospital services, and

(iii) for Hospital out-patient services.

The maximum amount payable during each person's lifetime is \$1,000,000.

6.3 Eligible Expenses shall include:

(a) Charges for drugs, sera, injectables and medicines which require the prescription of a Doctor or a Dentist to the extent that such drugs, sera, injectables and medicines are generally recognized as being effective in the treatment of the Illness and are not excessive or unwarranted as judged by the generally accepted therapy for the Illness.

(b) Charges for oral contraceptives prescribed by a Doctor.

(c) Charges for supplies required as a result of a colostomy and/or for the treatment of cystic fibrosis, diabetes and parkinsonism.

## 6.4 Eligible Expenses shall include:

- (a) Charges for use of a licensed ambulance for local transportation, including inter-hospital transfers, of Eligible Employees or Dependents to and from the nearest Hospital qualified to render the Medical Care, as well as charges for the transportation of Eligible Employees or Dependents for necessary emergency care to the nearest Hospital qualified to render such care by a licensed air ambulance service or any other vehicle normally used for public transportation.
- (b) Charges for the services of a Doctor for emergency treatment of an Illness contracted while outside the province or territory of residence of the Eligible Employee, but excluding any portion of the charge in excess of the Reasonable and Customary Charges for an Illness of the same nature and gravity in the locality where the service is provided.
- (c) Charges for the services of a private duty registered nurse or a registered nursing assistant not normally resident in the person's home, but excluding any portion of the charge in excess of the Reasonable and Customary Charges for an Illness of the same nature and gravity in the locality where the service is provided.
- (d) Charges for laboratory tests done in a commercial laboratory for diagnosis of an Illness but excluding any tests performed in a drug store.
- (e) Charges for services of a Dentist including charges for braces or splints required for the repair or alleviation of damage to natural teeth of Eligible Employees or Dependents resulting from an accident which occurs while the Eligible Employee is covered under the EH & VC Plan and provided the services are received within six months after the date of the accident.
- (f) Charges for:
  - (i) wheel chair, hospital bed, iron lung or other equipment rented, or purchased at the option of the Service Organization, for therapeutic use;
  - (ii) casts, splints, trusses, braces, and crutches; and
  - (iii) artificial limbs and eyes, including replacement when medically necessary.
- (g) Charges for diagnostic and x-ray services, oxygen, plasma and blood transfusions and rental of equipment for administration thereof.

- (h) Charges for services of a licensed physiotherapist, not normally resident in the person's home.

6.5 Eligible Expenses shall include:

- (a) Reasonable and Customary Charges for elastic support stockings prescribed by a Doctor up to \$50 per person for Eligible Employees and Dependents in any Benefit Year.
- (b) Reasonable and Customary Charges for orthopedic shoes prescribed by a Doctor up to a maximum of one pair per person for Eligible Employees and Dependents in any Benefit Year.

6.6 Eligible Expenses shall include:

- (a) Charges for mammary prostheses required as a result of surgery when ordered or provided by a Doctor up to a maximum of \$200 in any Benefit Year for each Eligible Employee or Dependent.
- (b) Charges for confinement in a convalescent hospital in the province or territory of residence of the Eligible Employee when ordered by a doctor, provided
  - (i) it is preceded by at least five consecutive days of hospital confinement,
  - (ii) it commences within 14 days after termination of the person's confinement in a hospital, and
  - (iii) it is for rehabilitation and not primarily for custodial care.

The maximum amount payable will be \$20 per day for each period of disability for a maximum of 120 days of confinement.

- (c) Charges for contact lenses or lenses (including shatterproof lenses) and frames for eyeglasses (including sunglasses), and their replacement provided there is an actual need for a change in their magnifying strength. Any device worn for the purpose of eye protection only and not for vision correction is excluded. Supplies must be prescribed in writing by an ophthalmologist, or a licensed optometrist and must be dispensed by an ophthalmologist, a licensed optometrist or a qualified optician. Effective January 1, 2000 the maximum amount payable will be increased from \$175 to \$200 in any 18 month period for persons under age 18 and in any 24 month period for persons age 18 and over. Therefore, the maximum payment of \$200 will be reduced by the amount of any claim paid during the 18 month period immediately before the date of the current claim for persons under age 18, or the amount of any claim paid during the 24 month period immediately before the date of the current claim for persons age 18 and over.



- (d) Charges for services of an ophthalmologist or a licensed optometrist. The maximum amount payable in any two consecutive Benefit Years will be \$25 for each person.
- (e) Charges for hearing aids prescribed in writing by an otolaryngologist. The maximum amount payable in any 5 consecutive years is \$1,000 for each person. Therefore, the maximum payment of \$1,000 will be reduced by the amount of any claim paid during the 5 year period immediately before the date of the current claim.
- (f) Services of a psychologist, other than services related to psycho-analysis, marital counseling or legal psychological evaluation. The services of a social worker, when recommended in writing be an Employee and Family Assistance Program referral agent, may be claimed as an Eligible Expense instead of the services of a psychologist. The maximum amount payable will be \$1,000 in any Benefit Year for each Eligible Employee or Dependent.
- (g) Services of practitioners licensed as speech therapists, osteopaths, chiropractors, podiatrists and effective January 1, 2000 services of a Naturopath, acupuncturist, chiropodist and the Victorian Order of Nurses (VON). All practitioners must be licensed, registered or certified through the respective Provincial licensing body or professional organization as the case may be. The maximum amount payable in any Benefit Year will be \$500 per discipline, for each Eligible Employee or Dependent.

6.7 Travel Medical Plan shall provide:

- (a) 24 hour coverage for personal travel outside Canada, province or territory of residence of the Eligible Employee and to guarantee funds for hospital and physician's charges; repatriation expenses up to \$3,000, transportation of an immediate family member to the hospital where the covered individual is confined up to \$2,000.
- (b) 24 hour toll-free telephone access for medical, legal and other emergencies such as:
  - (i) assistance in replacing lost passports
  - (ii) assistance with claim payments and fund transfers
  - (iii) hospital and physician liaison
  - (iv) medical evacuation and related transportation arrangements
  - (v) coverage to a maximum of 60 days per trip
  - (vi) coverage for employees dependents, provided the Eligible Employee has family coverage under the group insurance plan.

## SECTION 7 - EXCLUSIONS

7.1 Payment will not be made under the EH & VC Plan for expenses or charges incurred for any of the following:

- (a) Services or supplies not included in the definition of Eligible Expenses.
- (b) Services or supplies which are paid for in whole or in part under the provisions of the Hospital, Medicare, Pharmacare, and/or Denticare plan or any similar government plan in the province or territory of residence of the Eligible Employee except to the extent that such provisions permit payment for expenses in excess of those for which such Eligible Employee is entitled under such provisions. Reimbursement will be limited to the excess over services and supplies which would have been payable under the terms and conditions of the Government Plan at December 9, 1982.
- (c) Orthopedic mattresses, exercise equipment, air-conditioning or air-purifying equipment and whirlpools.
- (d) Any portion of the charge for services in excess of the Reasonable and Customary Charge for an Illness of the same nature and severity in the locality where the service is provided.
- (e) An Illness due to or resulting from:
  - (i) any cause for which indemnity or compensation is provided under any Workers' Compensation law or similar legislation, or
  - (ii) bodily injury sustained while doing any act or thing pertaining to any occupation or employment for wage or profit, other than for the Employer.
- (f) Vitamins, proprietary or patent medicines, or drugs which can be obtained without the written prescription of a Doctor or Dentist except as provided in Section 6 hereof.
- (g) Expenses while the employee is not an Eligible Employee.

SECTION 8 - CLAIMS REVIEW

- 8.1 An Eligible Employee shall be responsible for the completion of the claim forms and shall furnish proof of Eligible Expenses incurred as shall be deemed necessary and appropriate by the Service Organization.
- 8.2 Any employee who is denied all or any part of a claim for reimbursement by the Service Organization shall receive from the Service Organization a notice in writing setting forth the specific reasons for such denial, specific reference to the EH & VC Plan's provisions on which the denial is based, a description of any additional material necessary for such employee to support the claim, and explanations both as to why such material is necessary and as to the terms of the EH & VC Plan's claims review procedure, all written in a manner calculated to be understood by such employee whose claims has been denied.
- 8.3 Any employee whose claim has been denied in whole or in part by the Service Organization may submit, within sixty days after such denial, information and materials, in support of the claim to the Service Organization's claims review section.
- 8.4 Within 60 days of receiving the employee's submission, the Service Organization's claims review section shall review the claim and make a determination and such determination shall, subject to Article VI.5 of the Extended Health and Vision Care Plan Agreement, be final, in writing, include specific reasons for the decision and specific reference to the EH & VC Plan provisions on which it is based written in a manner calculated to be understood by the employee. In connection with any such review, the employee will be permitted to examine pertinent documents and to submit issues and comments in writing.
- 8.5 Any claim denied on the basis of the eligibility provisions of Section 2 hereof shall be subject to the provisions of Article VI.5 of the Extended Health and Vision Care Plan Agreement.

## SECTION 9 - GENERAL PROVISIONS

- 9.1 Extended Health and Vision Care Benefits are payable directly to the Eligible Employee unless he otherwise directs by written notice filed with the Service Organization; provided that any such notice shall be effective as of the date it was signed and shall not prejudice the Service Organization on account of any payment made or any action taken by the Service Organization before it was filed.
- 9.2 If the Eligible Employee is physically or mentally incapable of giving a valid discharge for Extended Health and Vision Care Benefits due to him or if any Eligible Employee dies while any such Extended Health and Vision Care Benefits due to him remain unpaid, the Service Organization may, at its option, make payment up to an amount not exceeding \$5,000, to any person entitled to give a valid discharge of such payment on behalf of the Eligible Employee or his estate; provided that the Service Organization is under no obligation to see to the application of any monies so paid and that payment to any such person or institution will constitute a complete discharge to the Service Organization to the extent of the amount of such payment.
- 9.3 Extended Health and Vision Care Benefits shall be paid in lawful Canadian currency immediately upon receipt of the proof of claim required by the Service Organization.
- 9.4 Written notice and proof of a claim must be given to the Service Organization within 90 days after the end of the Benefit Year for which the claim is made, or as soon thereafter as is reasonably possible and in any event not later than 12 months following the end of the Benefit Year in which the Eligible Expenses claimed were incurred.
- 9.5 The Service Organization shall have the right, and shall be given the opportunity, to have Doctors designated by it examine any Eligible Employee or Dependent in respect of whom a claim is being made as often as may be reasonably required and any such examination shall be at the expense of the Service Organization.
- 9.6 In the administration of this EH & VC Plan, the Service Organization will comply with legislation pertaining to the protection of personal information in the private sector. Any person claiming benefits under this EH & VC Plan must furnish such information and authorization as may be necessary.

## SECTION 10 - COORDINATION OF BENEFITS

An Eligible Employee cannot elect Dependent coverage for an Eligible Spouse or Child who is also covered as an Eligible Employee under the Plan, nor may a Child be considered a Dependent of more than one Eligible Employee. Therefore, this provision does not apply to any couple when both spouses are covered under this Plan.

## 10.1 EFFECT ON BENEFITS

If a person is covered under this EH & VC Plan for benefits which are subject to this provision and is also covered under any other plan which provides similar benefits, the present EH & VC Plan coordinates its benefit payments with such other plans.

The following are considered plans:

- (a) the present EH & VC Plan or any other contract or arrangement for group insurance benefits,
- (b) any group insurance hospital, medical or dental service organization plan,
- (c) any other service or prepayment plan arranged through any employer, union, trustees, employee benefit or professional association, or
- (d) any government plan or statute providing benefits, including a no-fault automobile insurance plan.

Any necessary, reasonable, and customary item of expense is considered an Allowable Expense, if any part of it is covered under one or more of the plans covering the person for whom claim is made. If a plan provides benefits in the form of services rather than cash payments, the reasonable and customary value of each service rendered is deemed to be both an Allowable Expense and a benefit paid.

When a claim is made and the present EH & VC Plan pays first, the present EH & VC Plan determines its benefits as though this provision does not exist.

When a claim is made and the present EH & VC Plan pays its benefits after the benefits of another plan, the present EH & VC Plan determines the benefits that would be paid as if benefits from any other plan do not exist. After the amount of benefit is determined, it is reduced, if necessary, so that benefits from the present EH & VC Plan and from all other plans do not exceed 100% of Allowable Expenses. In no event will the amount paid by the present EH & VC Plan exceed the amount normally payable in the absence of this provision.

10.2 ORDER OF BENEFIT DETERMINATION

The payment of benefits will be determined in the following order:

- (a) if any other plan does not contain a coordination of benefits provision, the benefits payable under that plan will be determined first.
- (b) if any other plan contains a coordination of benefits provision
  - (i) the benefits payable under a plan which covers the person other than as a dependent will be determined before the benefits of a plan which covers the person as a dependent,
  - (ii) the benefits payable under a plan which covers the dependent of the person with the earlier day and month of birth in the calendar year will be determined first.

When the above rules do not establish an order of benefit determination, the benefits will be pro-rated among the plans in proportion to the amounts that would have been payable under each plan.

10.3 RIGHT OF RECOVERY

The EH & VC Plan has the right to recover from any insurance company, person or organization any payments made with respect to Allowable Expenses in excess of the maximum amount determined to be payable in accordance with this provision.

## SECTION 11 - ANNEX A

## RUNNING TRADES EMPLOYEES

LISTING OF COLLECTIVE AGREEMENTS  
COVERED BY THE EH & VC PLAN

Organization	Agr. No.	Classification of Employees	Location
United Transportation Union		Conductors, Baggage-men, Brakemen, Car Retarder Operators, Yardmen and Switchtenders employed in Canada	C.P. Railway - Eastern Region  - Prairie & Pacific Regions
		Yardmasters and Assistant Yardmasters employed in Canada	C.P. Railway - Eastern, Prairie & Pacific Regions
Brotherhood of Locomotive Engineers		Locomotive Engineers employed in Canada	C.P. Railway - Eastern Region  - Prairie & Pacific Regions
		Locomotive Firemen (Helpers) and Hostlers employed in Canada	C.P. Railway - Eastern Region  - Prairie & Pacific Regions

SECTION 12 - ANNEX B

LIST OF ADMITTED GROUPS

Company	Group	Union Affiliation
Grand River Railway Company, Lake Erie & Northern Railway Company	Yard Engineers, Conductors and Brakemen	UTU (T)



## SECTION 13 - ANNEX C

SUMMARY OF PLAN REVISIONS  
FROM JANUARY 1, 1986 TO JANUARY 1, 2002

## General Changes

Effective July 1, 1993 the services of a psychologist were added as an Eligible Expense under paragraph (f) of Section 6.6.

Effective July 1, 1994 the services of a social worker were added as an Eligible Expense under paragraph (f) of Section 6.6.

Effective January 31, 1995 coverage terminated for Eligible Employees of Algoma Central Railway and their Dependents.

Effective January 1, 1996 the Deductible stated in Section 4.2 increased to \$100.

Effective January 1, 1996 Section 4.3 was revised to indicate that the Co-Payment Percentage is 100%, except for Section 6.3 where the Co-Payment Percentage is 80%.

Effective January 1, 1996 a maximum lifetime benefit of \$1,000,000 was added for out of Canada Eligible Expenses described under paragraph (b) of Section 6.2.

Effective January 1, 1996 the services of speech therapists, osteopaths, chiropractors and podiatrists were added as Eligible Expenses under paragraph (g) of Section 6.6.

Effective July 4, 1996 Canadian Pacific Limited changed its name to Canadian Pacific Railway Company.

Effective August 1, 1999 an Emergency Travel Assistance 1-800 number was added to the existing Out of Canada medical insurance that will guarantee payment under the emergency treatment as outlined under paragraph A and B of Section 6.7.

Effective January 1, 2000 the services of a naturpath, acupuncturist, chiropodist and Victorian Order of Nurses (VON) will be added as Eligible Expenses under paragraph G of Section 6.6.

Maximum Lifetime Benefit Increases

The Maximum Lifetime Benefit stated in Section 4.3 increased to

- (a) \$32,000 effective January 1, 1990 for all Eligible Employees and their Dependents.
- (b) (i) \$35,000 effective January 1, 1992 for all Eligible Employees and their Dependents, other than those of Algoma Central Railway.
- (b) (ii) \$35,000 effective March 1, 1994 for Eligible Employees of Algoma Central Railway and their Dependents.
- (c) an unlimited maximum effective January 1, 1996 for all Eligible Employees and their Dependents.

Vision Care Maximum Increases

The vision care maximum stated in paragraph (c) of Section 6.6 increased to \$200 from \$175.

- (a) effective September 1, 1992 for all Eligible Employees represented by the United Transportation Union, other than those of Algoma Central Railway, and their Dependents
- (b) effective December 1, 1992 for all Eligible Employees represented by the Brotherhood of Locomotive Engineers, other than those of Algoma Central Railway, and their Dependents.
- (c) effective March 1, 1994 for all Eligible Employees of Algoma Central Railway, and their Dependents.

Hearing Aid Maximum Increases

The hearing aid maximum stated in paragraph (e) of Section 6.6 increased to:

- (a) \$250 effective August 1, 1989 for all Eligible Employees and their Dependents.
- (b) \$1,000 effective January 1, 1996 for all Eligible Employees and their Dependents.