



Government  
of Canada

Gouvernement  
du Canada



# Pensioners' Dental Services Plan

## **RULES**

April 1, 2006

Canada

© Her Majesty the Queen in Right of Canada,  
represented by the President of the Treasury Board, 2006

Catalogue No. BT22-71/1-2006  
ISBN 0-662-49016-9

This document is available on the Treasury Board of Canada Secretariat  
Web site at [www.tbs-sct.gc.ca](http://www.tbs-sct.gc.ca)

Also available in alternate formats on request.



---

## Table of Contents

PREAMBLE .....	1
RULE 1. Definitions .....	1
RULE 2. Eligibility .....	7
Eligible Persons .....	7
Other Eligible Persons .....	9
Persons not Eligible .....	9
RULE 3. Membership .....	10
Application for Membership .....	10
Category of Coverage .....	10
Effective Date of Membership .....	10
Termination of Membership .....	11
Voluntary Termination of Membership .....	12
Extenuating Circumstances .....	13
Activation of Membership after Deferral .....	13
RULE 4. Coverage of a Spouse or Common Law Partner .....	14
Eligibility for Coverage of a Spouse or Common Law Partner .....	14
Termination of Eligibility for Coverage of a Spouse or Common Law Partner .....	14
Application for Coverage of Spouse or Common Law Partner .....	14
Effective Date of Spouse or Common Law Partner's Coverage .....	15
Termination of a Spouse or Common Law Partner's Coverage .....	15
Voluntary Termination of a Spouse or Common Law Partner's Coverage .....	16
Re-instatement of Coverage .....	16
Activation of Coverage after Deferral .....	17
RULE 5. Children's Coverage .....	17
Eligibility for Children's Coverage .....	17
Termination of Eligibility for Children's Coverage .....	18
Application for Coverage of Child .....	18

---

---

Effective Date of a Child's Coverage .....	18
Termination of a Child's Coverage.....	19
Voluntary Termination of Child's Coverage .....	20
Activation of Coverage after Deferral.....	20
<b>RULE 6. Benefits.....</b>	<b>21</b>
Eligible Dental Services .....	21
Specific Limitations with Respect to Major Services .....	21
Amount of Benefit .....	22
Table of Benefits .....	22
Treatment Plan Provision.....	23
Date an Expense is Incurred .....	23
Method of Payment.....	24
Extension of Benefits .....	25
Conditions for Benefit Payment .....	25
Co-ordination of Benefits.....	26
Covered Expenses Limitations .....	28
<b>RULE 7. Contributions .....</b>	<b>28</b>
Plan Cost .....	28
Member Share of Plan Cost.....	28
Government of Canada Share of Plan Cost .....	29
<b>RULE 8. General Provisions .....</b>	<b>29</b>
Amendments .....	29
Instructions.....	30
Non-alienation of Benefits .....	30
Beneficiaries.....	30
Discretion .....	30
Delegation .....	31
<b>SCHEDULE 1—PARTICIPATING AGENCIES AND ENTITIES.....</b>	<b>32</b>
<b>SCHEDULE 2—ELIGIBLE DENTAL SERVICES.....</b>	<b>34</b>

---

---

SCHEDULE 3—LIMITATIONS ON COVERED EXPENSES FOR THE PURPOSES OF RULE 6(11) .....	40
SCHEDULE 4—LATE APPLICATIONS FOR MEMBERSHIP and DEFERRED MEMBERSHIP .....	42
SCHEDULE 5—CONTRIBUTION RATES AND MAXIMUM REIMBURSEMENT AMOUNTS.....	45

---



---

## PREAMBLE

The Pensioners' Dental Services Plan is intended to provide coverage to Eligible Pensioners for specific dental services and supplies that are not covered under a provincial or territorial health or dental care plan.

The PDSP covers only reasonable and customary dental treatment necessary to prevent or correct a dental disease or defect if the treatment is consistent with generally accepted dental practices.

Entitlements will be based on the Rules of this Plan.

## RULE 1. Definitions

1 In these Rules, unless the context requires otherwise,

**“Accidental Dental Injury”** (*lésion dentaire accidentelle*) means an unexpected and unforeseen injury to the dental and contiguous structures of natural teeth which is a result of an event that occurs by chance, but excludes an injury associated with such normal acts as cleaning, chewing and eating;

**“Administrator”** (*administrateur*) means the organization or organizations selected to execute certain administrative functions required for the operation of the Plan;

**“Allowable Expense”** (*frais admissibles*) for the application of Rule 6(10), means any reasonable and customary item of expense at least a portion of which is covered under at least one of the plans covering the person for whom claim is made.

**“Calendar Year Deductible”** (*franchise de l'année civile*) means, in respect of the covered expenses incurred in the calendar year for which it is being calculated, the covered expenses which, when accumulated in the order of their being incurred, equal the individual deductible amount, except that not more than the combined deductible amount shall be applied in any calendar year against the covered expenses of a Member and all persons to whom the Member's Coverage of a Spouse or Common Law Partner or Children's Coverage applies.

If the first dental expenses in a calendar year are incurred in the last quarter of the year (October-December), and the applicable deductibles have been paid, those deductibles will be carried over to the following year.

**“Category of Coverage”** (*catégorie de protection*) means one of the Categories of Coverage set out in Rule 3(2).



---

**“Child”** (*enfant*) means the person who is an unmarried child of a Member or of the Member's Spouse or of the Member's Common Law Partner, including

- (a) adopted child;
- (b) a step-child; and
- (c) a child who is not an adopted child or step-child but is a child who is financially dependent primarily on the Member or the Member's Spouse or Common Law Partner for support and maintenance and with whom the Member has a relationship, proven to the satisfaction of the Minister,
  - (i) like that between parent and child;
  - (ii) which began before the child reached the age of majority for the province in which the Member is ordinarily resident;
  - (iii) which is expected to be permanent or of a lengthy duration; and
  - (iv) in which, in the case of a child who is under the age of majority of the province in which the Member is ordinarily resident, the Member or the Member's Spouse or Common Law Partner has the care and control of the child;

provided such person is

- (d) under 21 years of age; or
- (e) under 25 years of age and enrolled in an accredited school, college or university on a full-time basis; or
- (f) 21 years of age or over who is incapable of engaging in self-sustaining employment by reason of mental or physical impairment, and is primarily dependent upon the Eligible Pensioner for support and maintenance, and provided that the Child
  - (i) is a person to whom the above description applies on the date the Eligible Pensioner becomes eligible for coverage, or
  - (ii) was covered as a Child under this Plan or the Public Service Dental Care Plan immediately prior to his or her 21st birthday, or

- 
- (iii) was covered as a Child under this Plan or the Public Service Dental Care Plan as a dependant while enrolled full-time at school, college or university between the ages of 21 and 25.

**“Children’s Coverage”** (*protection des enfants*) means coverage for eligible Children;

**“Common Law Partner”** (*conjoint de fait*) means the person designated by the Member for the purposes of Rule 4 with whom the Member is cohabiting in a conjugal relationship, having so cohabited for a continuous period of at least one (1) year;

**“Co-insurance Percentage”** (*pourcentage de co-assurance*) means that portion of covered expenses, for the applicable eligible dental services in excess of the calendar year deductible, which represents the amount of the benefit to which a Member is entitled;

**“Covered Expenses”** (*frais couverts*) means

- (a) for Members residing in Canada, the charges for the eligible dental services (including eligible laboratory fees) provided to the Member, the Member’s covered Spouse or the Member’s covered Common Law Partner and the Member’s covered Child or Children up to but not exceeding the amount shown in the Relevant Fee Schedules for dental practitioners and specialists where available, or such other fee schedules as may be adopted from time to time for the purposes of the Plan,
- (i) of the province or territory where services are rendered, where such services are rendered in Canada; or
- (ii) of the province or territory of residence of the Member, where such services are rendered outside Canada;
- (b) for Members residing outside Canada, where permitted by law, Reasonable and Customary charges for the eligible dental services (including eligible laboratory fees) provided to the Member, the Member’s covered Spouse or Common Law Partner and the Member’s covered Child or Children;

**“Dental Hygienist”** (*hygiéniste dentaire*) means a person duly certified or licensed to perform the service rendered and shall include, for the purposes of this Plan, a dental therapist and any other similarly qualified person;

---

**“Dental Mechanic”** (*mécanicien-dentiste*) means a person

- (a) who is duly qualified to perform the service rendered and shall include a denture therapist, dentist, denturist, denturologist and any other similarly qualified person, and
- (b) who practices in a province, state or country in which he or she is legally permitted to deal directly with the public;

**“Dentist” or “Dental Specialist”** (*dentiste ou spécialiste dentaire*) means a person licensed to practice dentistry by the appropriate governmental licensing authority provided that such person renders a service within the scope of his or her license and for the purposes of this Plan shall include an oral surgeon;

**“Effective Date of the Plan”** (*date d'entrée en vigueur du régime*) means January 1, 2001.

**“Eligible Child”** (*enfant admissible*) means a Child of the Member or of the Member's Spouse or of the Member's Common Law Partner but excludes any such Child who is a Member of the Plan;

**“Eligible Common Law Partner”** (*conjoint de fait admissible*) means the Common Law Partner of the Member but excludes any such common law partner who is a Member of the Plan;

**“Eligible Dental Services”** (*services dentaires admissibles*) means, subject to the provisions of the Plan, the dental services listed in Schedule 2 if they are rendered

- (i) by a dentist, dental specialist, or dental mechanic;
- (ii) by a dental hygienist, dental assistant or any other similarly qualified person under the direct supervision of one of a dentist or dental specialist; or
- (iii) by a dental hygienist if the dental service is performed in a province or territory of Canada in which dental hygienists are licensed to provide such services without the direct supervision of a dentist or dental specialist; and

if they meet generally accepted industry standards, guidelines developed for the purposes of this Plan, and adjudication practices agreed between the Administrator and the Treasury Board Secretariat.

---

**“Eligible Family Member”** (*membre de la famille admissible*) means either the Eligible Spouse or the Eligible Common Law Partner and/or the Eligible child(ren);

**“Eligible Pensioner”** (*pensionné admissible*) means a person who satisfies the requirements of Rule 2;

**“Eligible Spouse”** (*conjoint admissible*) means the Spouse of the Member, at a time described in these Rules, but excludes any such Spouse who is a Member of the Plan;

**“Member”** (*participant*) means an Eligible Pensioner covered under the Pensioners’ Dental Services Plan;

**“Minister”** (*ministre*) means the President of the Treasury Board of Canada;

**“Necessary Dental Treatment”** (*traitement dentaire nécessaire*) means a treatment rendered for the prevention of dental disease or dental defect or for the correction of dental disease, dental defect or accidental dental injury, provided such treatment is consistent with generally accepted dental practice;

**“Pension Office”** (*bureau des pensions*) means

- (i) prior to a date to be fixed by the Assistant Secretary, Pensions and Benefits Sector, Treasury Board Secretariat, the Administrator; and
- (ii) on and after the date fixed by the Assistant Secretary, Pensions and Benefits Sector, Treasury Board Secretariat, any other office or offices that are designated by the Assistant Secretary, Pensions and Benefits Sector, Treasury Board Secretariat for the purposes of these Rules;

**“Plan”** (*régime*) means the Pensioners’ Dental Services Plan established by the Treasury Board of Canada on February 24, 2000, as amended from time to time;

**“Prescribed Form”** (*forme prescrite*) means any document approved for the purposes of this Plan.

**“Public Service Dental Care Plan”** (*Régime de soins dentaires de la fonction publique*) means the Dental Care Plan for the Public Service of Canada.

**“Reasonable and Customary Charges”** (*frais raisonnables et habituels*) means charges for services and supplies with respect to a Necessary Dental Treatment, of the level usually furnished in the absence of insurance 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 where the treatment is rendered;

**“Relevant Fee Schedule”** (*guide approprié des tarifs*) means

- (i) other than for the province of Alberta, the schedule in effect the previous year; and
- (ii) for the province of Alberta, the 1997 Alberta schedule increased by an inflationary factor.

**“Rules”** (*règlement*) means the rules of the Pensioners’ Dental Services Plan with any amendments to them in force from time to time;

**“Spouse”** (*conjoint*) means the person designated by the Member for the purposes of Rule 4, who is married to the Member;

**“Time Unit”** (*unité de temps*) with respect to a dental treatment means a fifteen (15) minute interval or any portion of a fifteen (15) minute interval;

**“Treatment Plan”** (*plan de traitement*) means a written report, in a form supplied or approved by the Administrator, prepared by the attending practitioner as the result of the examination of the patient and providing the following:

- (a) the recommended Necessary Dental Treatment for the correction of any dental disease, defect or accidental dental injury,
- (b) the period during which such recommended treatment is to be rendered, and
- (c) the estimated cost of the recommended treatment and necessary appliance;

**“Veterans’ Coverage”** (*protection des anciens combattants*) means continuing dental care treatment provided through the Department of Veterans Affairs Dental Services Program.

---

## RULE 2. Eligibility

### Eligible Persons

2(1) Any person who

- (a) on December 31, 2000, is in receipt of a pension, annuity or annual allowance pursuant to any of the following:
  - (i) The Public Service Superannuation Act;
  - (ii) The Members of Parliament Retiring Allowances Act;
  - (iii) The Judges Act;
  - (iv) The Canadian Forces Superannuation Act;
  - (v) The Defence Services Pension Continuation Act;
  - (vi) The Royal Canadian Mounted Police Superannuation Act;
  - (vii) The Royal Canadian Mounted Police Pension Continuation Act;
  - (viii) The Governor General's Act;
  - (ix) The Lieutenant Governors Superannuation Act;
  - (x) The Diplomatic Service (Special) Superannuation Act;
  - (xi) The Special Retirement Arrangements Act and
  - (xii) Any other Act of the Parliament of Canada providing for the payment of a pension or annuity as designated by the Treasury Board; or
- (b) on or after January 1, 2001, is in receipt of a pension, annuity or annual allowance pursuant to:
  - (i) The Public Service Superannuation Act as a result of
    - (A) retirement from a department listed in Schedule I of the Financial Administration Act, from a portion of the core public administration listed in Schedule IV of the Financial Administration Act, or from an agency or entity listed in Schedule 1 of these Rules.

- 
- (B) having been entitled to a deferred annuity on December 31, 2000;
  - (C) the death of a person who on December 31, 2000, was in receipt of a pension, annuity or annual allowance pursuant to the Public Service Superannuation Act;
  - (D) the death of a person who on December 31, 2000, was entitled to a deferred pension, annuity, or annual allowance pursuant to the Public Service Superannuation Act;
  - (E) the death of a person employed in or retired from a department listed in Schedule 1 of the Financial Administration Act, from a portion of the core public administration listed in Schedule IV of the Financial Administration Act, or from an agency or entity listed in Schedule 1 of these Rules; or
  - (F) retirement from, or the death of a person employed by, an agency which the Treasury Board has approved as a participating employer for purposes of this Plan for a specified transitional period and the retirement or death took place during the specified transitional period.
- (ii) The Members of Parliament Retiring Allowances Act;
  - (iii) The Judges Act;
  - (iv) The Canadian Forces Superannuation Act;
  - (v) The Defence Services Pension Continuation Act;
  - (vi) The Royal Canadian Mounted Police Superannuation Act;
  - (vii) The Royal Canadian Mounted Police Pension Continuation Act;
  - (viii) The Governor General's Act;
  - (ix) The Lieutenant Governors Superannuation Act;
  - (x) The Diplomatic Service (Special) Superannuation Act;
  - (xi) The Special Retirement Arrangements Act; and

- 
- (xii) Any other Act of the Parliament of Canada providing for the payment of a pension or annuity as designated by the Treasury Board;

is eligible to apply for membership in the Plan.

### Other Eligible Persons

2(2). Rule 2(1)(b)(ii) includes a person who is eligible to enrol in the Plan by virtue of Section 71.2 of the Parliament of Canada Act and is so certified by the House of Commons or the Senate. Such a person will be considered to have become entitled to an allowance under the Members of Parliament Retiring Allowances Act on the day following the day the person ceased or ceases to be a member of the House of Commons or the Senate and, notwithstanding Rule 3(3)(b), that date will be considered as the effective date of the person's pension entitlement.

### Persons not Eligible

2(3)

- (a) Notwithstanding any other provisions of this Plan, a Member who terminated coverage in accordance with Rule 3(5)(a), 3(5)(b), 3(6), or 7(2)(c)(iii) cannot subsequently become a Member nor can coverage be reinstated unless a new entitlement to a pension, annuity or annual allowance arises pursuant to a statute listed in rule 2(1).
- (b) Notwithstanding any other provisions of this Plan, a Spouse or Common Law Partner or Child whose coverage has been terminated by a Member in accordance with Rule 4(6)(a)(i), 4(6)(a)(ii), 5(6)(a)(i), or 5(6)(a)(ii) cannot subsequently be covered as a Spouse or Common Law Partner or Child of that Member nor can coverage be reinstated unless a new entitlement to a pension, annuity or annual allowance arises pursuant to a statute listed in Rule 2(1).
- (c) Notwithstanding any other provisions of this Plan a person who became a Member in accordance with Rule 2(2) and who voluntarily terminated membership cannot subsequently become a Member.
- (d) For greater certainty, a person subject to Regulations made pursuant to sections 40.1(1) and 42.1(1)(u) of the Public Service Superannuation Act (Divestiture Regulations), is not eligible to apply for membership in the Plan unless the person, prior to January 1, 2001, exercised an option under sections 12 or 13 of



---

the Public Service Superannuation Act for a pension benefit other than a lump-sum benefit.

## RULE 3. Membership

### Application for Membership

#### 3(1) An Eligible Pensioner

- (a) described in Rule 2(1)(a) may apply for membership under the Plan by completing the prescribed application form and sending it to the Administrator within the 90 day period immediately preceding the Effective Date of the Plan;
- (b) described in Rule 2(1)(b) may apply for membership under the Plan by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office within 60 days of the effective date of the Eligible Pensioner's pension entitlement.
- (c) described in Rule 2 may on or after April 1, 2006, apply for membership under the Plan by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office.

### Category of Coverage

- 3(2) In making application for membership, the Eligible Pensioner will select one of three Categories of Coverage:

Category I Eligible Pensioner only

Category II Eligible Pensioner and one Eligible Family Member

Category III Eligible Pensioner and more than one Eligible Family Member

### Effective Date of Membership

- 3(3) If an Eligible Pensioner makes application for membership

- (a) in accordance with Rule 3(1)(a), membership will be effective on the Effective Date of the Plan;
- (b) in accordance with Rule 3(1)(b), membership will be effective on the later of
  - (i) the effective date of the Eligible Pensioner's pension entitlement; and,

- 
- (ii) the date on which coverage as an Eligible Spouse or Eligible Common Law Partner or Eligible Child ceased; or
  - (c) in accordance with Rule 3(1)(c), membership will be effective on the first day of the second month following the date on which the designated Pension Office receives an application in the Prescribed Form; except that notwithstanding Rule 3(3)(c), if there is a delay in establishing the eligibility of the pensioner, the pensioner may request that the effective date of coverage be the first day of the second month following the date on which the appropriate Pension Office advises the pensioner that the pensioner is an Eligible Pensioner.

### Termination of Membership

3(4) A Member's coverage terminates on the earliest of:

- (a)
  - (i) the date of the Member's death or
  - (ii) the first of the second month following the month in which the Member ceases to be an Eligible Pensioner for reason other than the Member's death;
- (b) the first day of the second month following the date on which the designated Pension Office receives the request for termination of coverage provided for under Rule 3(5)(e); and
- (c) the date on which the Member described in Rule 2(2) ceases to receive a disability allowance under Section 71.1 of the Parliament of Canada Act if the Member does not immediately become entitled to an allowance under the Members of Parliament Retiring Allowances Act.

---

## Voluntary Termination of Membership

### 3(5)

- (a) A Member who made application for membership before April 1, 2006 or reinstated membership in accordance with Rule 3(7) before April 1, 2006 may voluntarily terminate membership under the Plan after having been a Member for two complete calendar years.
- (b) A Member who made application for membership on or after April 1, 2006 may voluntarily terminate membership under the Plan after having been a Member for three complete calendar years.
- (c) Notwithstanding Rule 3(5)(a), a Member cannot terminate membership under the Plan voluntarily if any of the Member's Eligible Spouse, Eligible Common Law Partner or Eligible Child is covered under the Plan and has not been so covered for the length of time provided in these Rules for that Eligible Spouse, Eligible Common Law Partner or Eligible Child.
- (d) A Member who
  - (i) is covered under the Public Service Dental Care Plan as an "eligible employee" as defined in that plan and provides proof of that coverage to the satisfaction of the designated Pension Office; or
  - (ii) is entitled to dental services as a member of the Canadian Forces or the RCMP and provides proof of that other coverage to the satisfaction of the designated Pension Office; or
  - (iii) is in receipt of Veterans' Coverage and provides proof of that other coverage to the satisfaction of the designated Pension Officemay terminate membership under the Plan.
- (e) A Member described in Rule 3(5) or 3(6) requests termination of coverage by completing a request for termination in the Prescribed Form and sending it to the designated Pension Office.

---

## Extenuating Circumstances

3(6) Notwithstanding Rule 3(5), under extenuating circumstances the Minister may permit a Member to terminate membership under the Plan voluntarily at any time, with effect from the Member's effective date of membership.

## Re-instatement of Membership

3(7)

- (a) A Member who terminated coverage in accordance with Rule 3(5)(d) may apply to re-instate membership under the Pensioners' Dental Services Plan by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office.
- (b) The Eligible Pensioner's request under Rule 3(7)(a) will be treated as a new request for enrolment and will be subject to the eligibility Rules in effect at the time of the Eligible Pensioner's request.
- (c) Unless the Minister otherwise directs, Membership will be effective on the first day of the second month following the date on which the designated Pension Office receives the request for enrolment in the Prescribed Form under Rule 3(7)(a).

## Activation of Membership after Deferral

3(8)

- (a) Any Member who deferred membership prior to April 1, 2006 under those provisions of these Rules which are now contained in Schedule 4 to these Rules may subsequently make application for enrolment under the Plan by completing a request for enrolment as described in Rule 3(1)(c).
- (b) The Member's request under Rule 3(8)(a) will be treated as a new request for enrolment and will be subject to the eligibility Rules in effect at the time of the Member's request.
- (c) Membership will be effective on the first day of the second month following the date on which the designated Pension Office receives the request for enrolment in the Prescribed Form under Rule 3(8)(a).

---

## RULE 4. Coverage of a Spouse or Common Law Partner

### Eligibility for Coverage of a Spouse or Common Law Partner

#### 4(1)

- (a) Subject to Rule 4(2), a Member becomes eligible to cover either the Member's Spouse or the Member's Common Law Partner under this Plan on the later of:
  - (i) the date the Eligible Pensioner becomes covered as a Member of this Plan, and
  - (ii) the date the Member has an Eligible Spouse or Eligible Common Law Partner
- (b) If a Member ceases to have an Eligible Spouse or Eligible Common Law Partner, the Member shall again become eligible to cover a spouse or common law partner on any subsequent date on which the Member again has an Eligible Spouse or Eligible Common Law Partner.

### Termination of Eligibility for Coverage of a Spouse or Common Law Partner

4(2) A Member's eligibility for Coverage of a Spouse or Common Law Partner terminates on the earlier of:

- (a) the date on which the Member's coverage terminates; and,
- (b) the date on which the Member no longer has an Eligible Spouse or Eligible Common Law Partner.

### Application for Coverage of Spouse or Common Law Partner

#### 4(3)

- (a) An Eligible Pensioner may apply for coverage of an Eligible Spouse or Common Law Partner by applying for coverage as a Member in accordance with Rule 3(1) and selecting the appropriate Category of Coverage.
- (b) A Member may apply for coverage of an Eligible Spouse or Common Law Partner by completing a request for enrolment in the Prescribed Form in which the Member amends the Category of Coverage to cover the Eligible Spouse or Common Law Partner and sending it to the designated Pension Office.

---

## Effective Date of Spouse or Common Law Partner's Coverage

4(4) The coverage of a Member's Eligible Spouse or Eligible Common Law Partner is effective on

- (a) the Effective Date of the Plan, if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(a) and selected the appropriate Category of Coverage;
- (b) the effective date of the Eligible Pensioner's pension entitlement if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(b) and selected the appropriate Category of Coverage; or
- (c) the first day of the second month following the date on which both
  - (i) the designated Pension Office receives the request for enrolment referred to in Rule 3(1)(c), Rule 4(3)(b) or Rule 4(8) from the Member, and
  - (ii) the pensioner is an Eligible Pensioner and the spouse or common law partner is an Eligible Spouse or an Eligible Common Law Partner.

## Termination of a Spouse or Common Law Partner's Coverage

4(5) A Spouse or Common Law Partner's coverage under this Plan terminates on the earliest of

- (a) the date on which the Spouse or Common Law Partner no longer qualifies as an Eligible Spouse or Eligible Common Law Partner under this Plan;
- (b) the date on which the coverage of the Member ceases;
- (c) the first day of the second month following the date on which the designated Pension Office receives the request for termination of coverage provided for under Rule 4(6)(b); and
- (d) the date on which the Spouse or Common Law Partner becomes a Member under this Plan.

---

## Voluntary Termination of a Spouse or Common Law Partner's Coverage

### 4(6)

- (a) A Member may voluntarily terminate a Spouse or Common Law Partner's coverage if
  - (i) the Member made application for coverage or re-instatement of coverage of the Spouse or Common Law Partner before April 1, 2006 and the Member has covered the Spouse or Common Law Partner under the Plan for two complete calendar years;
  - (ii) the Member made application for coverage or reinstatement of coverage of the Spouse or Common Law Partner on or after April 1, 2006 and the Member has covered the Spouse or Common Law Partner under the Plan for three complete calendar years;
  - (iii) the Spouse or Common Law Partner is covered under the Public Service Dental Care Plan as an "eligible employee" as defined in that plan or becomes entitled to dental services as a member of the Canadian Forces or the RCMP and the Member provides proof of that other coverage to the satisfaction of the designated Pension Office;
  - (iv) the Spouse or Common Law Partner receives Veterans' Coverage and the Member provides proof of that other coverage to the satisfaction of the designated Pension Office; or
  - (v) the Spouse and the Member have entered into a formal separation agreement and the Spouse consents in writing to the termination of coverage.
- (b) A Member requests termination of coverage of a Spouse or Common Law partner under Rule 4(6)(a) by completing a request for termination in the Prescribed Form and sending it to the designated Pension Office.

## Re-instatement of Coverage

### 4(7)

- (a) A Member whose Spouse's or Common Law Partner's coverage has terminated in accordance with Rule 4(6)(a)(iii) or (iv) may apply to reinstate coverage under

---

the Pensioners' Dental Services Plan by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office.

- (b) The Member's request will be treated as a new request for enrolment and will be subject to the eligibility Rules in effect at the time of the Member's request.
- (c) Coverage will be effective on the first day of the second month following the date on which the designated Pension Office receives the request for enrolment in the Prescribed Form.

### Activation of Coverage after Deferral

#### 4(8)

- (a) Any Member who, prior to April 1, 2006, under those provisions of these Rules which are now contained in Schedule 4 to these Rules, deferred covering an Eligible Spouse or an Eligible Common Law Partner may subsequently request coverage under the Plan for that Eligible Spouse or Eligible Common Law Partner by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office.
- (b) The Member's request under Rule 4(8)(a) will be treated as a new request for coverage and will be subject to the eligibility Rules in effect at the time of the Member's request.
- (c) Coverage will be effective on the first day of the second month following the date on which the designated Pension Office receives the request for enrolment in the Prescribed Form under Rule 4(8)(a).

## RULE 5. Children's Coverage

### Eligibility for Children's Coverage

#### 5(1)

- (a) A Member becomes eligible for Children's Coverage under the Plan on the later of:
  - (i) the date on which the Eligible Pensioner becomes a Member of the Plan, and;
  - (ii) the date on which the Member's child qualifies as an Eligible Child.



- 
- (b) If a Member ceases to have an Eligible Child or Children, the Member shall again become eligible for Children's Coverage on any subsequent date on which a child or children of the Member qualifies as an Eligible Child or Children.

### Termination of Eligibility for Children's Coverage

5(2) A Member's eligibility for Children's Coverage terminates on the earlier of:

- (a) the date on which the Member's coverage terminates; and,
- (b) the date on which the Member no longer has an Eligible Child or Children.

### Application for Coverage of Child

5(3)

- (a) An Eligible Pensioner may apply for coverage of an Eligible Child by applying for coverage as a Member in accordance with Rule 3(1) and selecting the appropriate Category of Coverage.
- (b) A Member may apply for coverage of an Eligible Child by completing a request for enrolment in the Prescribed Form in which the Member amends the Category of Coverage to cover the Eligible Child and sending it to the designated Pension Office.

### Effective Date of a Child's Coverage

5(4)

- (a) The coverage of a Member's Eligible Child or Children is effective on
- (i) the Effective Date of the Plan, if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(a) and selected the appropriate Category of Coverage;
- (ii) the effective date of the Eligible Pensioner's pension entitlement if the Eligible Pensioner applied for coverage as a member in accordance with Rule 3(1)(b) and selected the appropriate Category of Coverage; and
- (iii) the first day of the second month following the date on which both

- 
- (A) the designated Pension Office receives the request for enrolment referred to in Rule 3(1)(c), Rule 5(3)(b) or Rule 5(7) from the Member, and
  - (B) the pensioner is an Eligible Pensioner and the child is an Eligible Child.
- (b) Notwithstanding Rule 5(4)(a), if there is a delay in establishing the eligibility of a child under paragraph (c) of the definition of “Child”, the Member may request that the effective date of coverage of the child be the first day of the second month following the date on which the designated Pension Office advises the Member that the child meets the requirements of paragraph (c) of the definition of “Child”.
- (c) Notwithstanding Rule 5(4)(a),
- (i) if a Member or Eligible Pensioner requests enrolment in accordance with Rule 5(3) of a Child who is already covered under this Plan by another Member, the Child’s coverage as the Child of the requester is effective on the later of the day on which the requester becomes a Member and the day on which the requester makes the request; and
  - (ii) the Child’s existing coverage as the Child of the other Member terminates on the later day established in Rule 5(4)(c)(i).

### Termination of a Child’s Coverage

5(5) A Child’s coverage under this Plan terminates on the earliest of:

- (a) notwithstanding Rule 5(6), the last day of the month in which a Child no longer qualifies as an Eligible Child under the Plan;
- (b) the date the Member’s coverage ceases;
- (c) the day on which the Child becomes covered as the Child of another Member; and
- (d) the first day of the second month following the date on which the designated Pension Office receives the request for termination of coverage provided for under Rule 5(6).

---

## Voluntary Termination of Child's Coverage

### 5(6)

- (a) A Member may terminate the coverage of a Child if
  - (i) the Member requested coverage or re-instatement of coverage of the Child before April 1, 2006, and has covered the Child under the Plan for two complete calendar years; or
  - (ii) the Member requested coverage or reinstatement of coverage of the Child on or after April 1, 2006, and has covered the Child under the Plan for three complete calendar years; or
  - (iii) the Child is covered under the Public Service Dental Care Plan as an "eligible employee" as defined in that plan or becomes entitled to dental services as a member of the Canadian Forces or the RCMP and the Member provides proof of that other coverage to the satisfaction of the designated Pension Office.

## Activation of Coverage after Deferral

### 5(7)

- (a) Any Member who, prior to April 1, 2006, under those provisions of these Rules which are now contained in Schedule 4 to these Rules, deferred covering an Eligible Child or Eligible Children may subsequently request coverage under the Plan for that Eligible Child or those Eligible Children by completing a request for enrolment in the Prescribed Form and sending it to the designated Pension Office.
- (b) The Member's request under Rule 5(7)(a) will be treated as a new request for coverage and will be subject to the eligibility Rules in effect at the time of the Member's request.
- (c) Coverage will be effective on the first day of the second month following the date on which the designated Pension Office receives the request for enrolment in the Prescribed Form under Rule 5(7)(a).

---

## RULE 6. Benefits

### Eligible Dental Services

#### 6(1)

- (a) Where any province, state or country outside Canada employs a coding of procedures for individual dental treatment which is different from that of the Canadian Dental Association, the appropriate codes of the Canadian Dental Association for an equivalent procedure shall apply.
- (b) Where the dental service rendered in any province, state or country outside Canada differs from the Eligible Dental Services, the benefit will be based on the alternative service listed in Schedule 2 which is closest to the service actually rendered.

### Specific Limitations with Respect to Major Services

#### 6(2)

- (a) The services listed in Schedule 2 dealing with the installation of prosthodontic appliances (e.g. fixed bridge, pontics and abutments, temporary or permanent, partial or complete dentures), constitute eligible dental services if they are rendered for an initial prosthodontic appliance.
- (b) Similarly, the services listed in Schedule 2 dealing with the installation of prosthodontic appliances (e.g. fixed bridge, pontics and abutments, temporary or permanent, partial or complete dentures), constitute Eligible Dental Services if they are rendered for the replacement of an existing prosthodontic appliance, including the addition of teeth to an existing appliance, if
  - (i) the replacement, or the addition of teeth is required because at least one additional natural tooth was extracted after the insertion of the existing appliance, and the appliance could not have been made serviceable;. if the existing appliance could have been made serviceable, the expense for only that portion of the replacement appliance which replaces the teeth extracted shall be covered;
  - (ii) the existing appliance is at least five (5) years old and cannot be made serviceable;

- 
- (iii) the existing temporary appliance is replaced; the replacement appliance will be considered permanent for the purposes of this provision (*effective January 1, 2005*);
  - (iv) the replacement appliance is required as a result of the installation of an initial opposing denture after the date the person becomes covered under the Plan; or
  - (v) the replacement appliance is required as a result of accidental dental injury to a natural tooth that occurred after the date the person became covered under the Plan.
- (c) With respect to the services listed in Schedule 2 dealing with crowns, onlays and veneers, if a crown, onlay or veneer cannot be made serviceable the services for the replacement of a crown, onlay or veneer are eligible once every 60 months, regardless of the age of the original crown, onlay or veneer.
- (d) Services with respect to gold foils, as listed in Schedule 2, are eligible once every 60 months.

### Amount of Benefit

6(3) Subject to the other provisions of Rule 6, where a Member incurs covered expenses in respect of a person covered by the Plan, the Member is entitled to a benefit for all such covered expenses incurred in respect of such covered person in any calendar year equal to the co-insurance percentage of those covered expenses which exceeds the calendar year deductible, up to but not exceeding the maximum reimbursement amounts for the applicable covered expenses.

### Table of Benefits

6(4) For the purpose of calculating the Member's benefit under Rule 6(3), the Co-insurance Percentages, deductibles and maximum reimbursement amounts shall be as follows:

- (a) Co-insurance Percentages:
  - (i) 50% for the following services :
    - (A) major restorative services (listed under provision 3(ii) of Schedule 2)

- 
- (B) major prosthodontic services (listed under provision 6(ii) of Schedule 2), and
  - (C) orthodontic services (listed under provisions 8(ii) and (iii) of Schedule 2);
- (ii) 90% for all other services listed in Schedule 2.
- (b) Calendar Year Deductibles:
    - (i) individual deductible: \$25;
    - (ii) combined deductible: \$50.
  - (c) the maximum reimbursement amounts listed in Schedule 5.

## Treatment Plan Provision

### 6(5)

- (a) The Member should submit a treatment plan to the Administrator for benefit determination when the estimated cost of a course of treatment is \$300 or more.
- (b) Such treatment plan is not valid if treatment does not commence within one hundred and eighty (180) days of the date on which the Member submitted it.
- (c) When the Administrator receives a treatment plan, the Administrator shall advise the Member of the estimated amount payable on the basis only of the treatment plan estimate at the time of benefit determination.

## Date an Expense is Incurred

### 6(6)

- (a) Generally, a covered expense is deemed to be incurred on the date the particular service is rendered or the supply purchased. Where multiple appointments are required for a single service, the covered expenses shall be deemed to be incurred on the date such service is complete.
- (b) Where applicable, a procedure involving the installation of an appliance shall be deemed to be completed on the date the appliance is installed. However, in the case of orthodontic services, covered expenses shall be deemed to be incurred

---

monthly, starting with the first date the appliance is installed, and at the same date of each subsequent month falling during the treatment period.

- (c) Where the cost estimates given in the orthodontic treatment plan do not provide for specific fees with respect to the initial consultation, the amount of covered expenses incurred for each month shall be equal to the total amount of covered charges for the treatment divided by the number of months in the treatment period.
- (d) Where the cost estimates given in the orthodontic treatment plan contain fees with respect to the initial consultation, the amount of covered charges incurred for each month shall be equal to
  - (i) with respect to the first month of treatment, the lesser of 25% of the total amount of covered charges for the treatment and the fees shown for the initial consultation;
  - (ii) with respect to subsequent months, the difference between the total amount of covered charges for the treatment and the covered charges for the first month, divided by the number of subsequent months in the treatment period.

## Method of Payment

### 6(7)

- (a) Reimbursement under this Plan shall be made in a single payment for each claim. However, in the case of orthodontic services, payments shall be made monthly, the amount of each reimbursement being equal to the benefit payable with respect to covered expenses incurred during such month, as determined under Rule 6(6).
- (b) All benefits under this Plan, are payable to
  - (i) the Member;
  - (ii) the Member's Spouse, Common Law Partner, or person with care and custody of a covered family member if so directed by the Member for this purpose on the Prescribed Form; or

- 
- (iii) the Member's eligible dental service provider, if so directed by the Member.

## Extension of Benefits

6(8) Notwithstanding any other provision of the Plan,

(a) where coverage for a person is terminated, coverage for the following services shall be extended for a period of thirty-one (31) days after the termination date, provided the services commenced as defined below, before such date

- (i) endodontic services, where the pulp chamber is opened before the termination date: services listed under provision 4 of Schedule 2 for "root canal therapy";
- (ii) prosthodontic services involving an appliance for which an impression was taken before the termination date;  
  
services listed under provision 6 of Schedule 2 for "relining or rebasing", "addition of tooth to a removable denture", "complete dentures" and "partial dentures";
- (iii) major restorative and prosthodontic services for which a tooth was prepared before the termination date;  
  
major restorative services listed under provision 3 of Schedule 2 for "gold inlays", "crowns" and "other restorative services";  
  
prosthodontic services listed under provision 6 of Schedule 2 for "pontics", "retainers", "abutments", "retentive pins in abutments" and "repairs of fixed appliances".
- (iv) orthodontic services for which a Member was entitled to a benefit prior to the date of termination of coverage.

## Conditions for Benefit Payment

6(9)

- (a) A Member entitled to a benefit under the Plan, or a person designated for this purpose by the Member on the Prescribed Form, must submit to the Administrator, within fifteen (15) months of the date the expense is incurred or



---

deemed to be incurred under the Plan, notice and proof of claim satisfactory to the Administrator.

- (b) If the Member or designated person fails to provide the notice and proof within the time required, the claim shall not be invalid if it was not reasonably possible for the Member to provide proof within such time, so long as the Member provides such proof as soon as reasonably possible and in no event, except in the case of incapacity, later than twenty-four (24) months after the expense was incurred.

## Co-ordination of Benefits

### 6(10)

- (a) All covered expenses shall be subject to co-ordination of benefits as defined in this Rule 6(10).
- (b) Rule 6(10) shall apply in determining the benefits in respect of a person covered under this Plan for any calendar year if, for the Allowable Expenses incurred in respect of such person during such year, the sum of the benefits that would be payable under this Plan [in the absence of Rule 6(10)] and the benefits that would be payable under all plans [in the absence in those plans of provisions of similar purpose to Rule 6(10)], exceeds such Allowable Expenses.
- (c) For any calendar year to which Rule 6(10) applies, the benefits that would be payable under this Plan [in the absence of Rule 6(10)] for the Allowable Expenses incurred in respect of such person during that calendar year shall be reduced to the extent that the sum of the reduced benefits and all the benefits payable for such allowable expenses under all plans including this Plan, except as provided under Rule 6(10)(d), shall not exceed the total of such Allowable Expenses. Benefits payable under another plan include the benefits that would have been payable had a claim been made for them.
- (d) If
  - (i) another plan which is involved in Rule 6(10)(c) contains a provision co-ordinating its benefits with those of this Plan and would, according to its rules, determine its benefits after the benefits of this Plan have been determined, and

- 
- (ii) Rule 6(10)(e) would require this Plan to determine its benefits before such other plan,
- the benefits of such other plan shall be ignored for the purpose of determining the benefits under this Plan.
- (e) For the purpose of Rule 6(10)(d),
- (i) benefits shall be determined first under the plan which covers the person for whom expenses have been incurred other than as a Spouse or a Common Law Partner or Child or as a Child of the person whose date of birth, excluding year of birth, is earlier in the calendar year;
- (ii) subject to Rule 6(10)(e)(iii), where Rule 6(10)(e)(i) does not establish an order of benefit determination, or another plan contains different rules, benefits will be pro-rated between or amongst the plans in proportion to the amounts that would have been paid under each plan in the absence of other coverage; and
- (iii) notwithstanding Rule 6(10)(e)(ii), where the other plan is the Public Service Health Care Plan, benefits shall be determined first under the Public Service Health Care Plan for allowable expenses on account of accidental dental injury and first under this Plan for allowable expenses with respect to oral surgery.
- (f) When this provision operates to reduce the total amount of benefits otherwise payable in respect of a person covered under this Plan during any calendar year, each benefit that would be payable in the absence of Rule 6(10)(e)(iii) shall be reduced proportionately, and such reduced amount shall be charged against any applicable maximum reimbursement amount of this Plan.
- (g) Any person claiming benefits under this Plan shall provide the Administrator with such information, or with a release to obtain information from any insurance company or other organization, as may be necessary to implement the terms of Rule 6(10) or of any provision of similar purpose in any other plan.

---

## Covered Expenses Limitations

6(11) Covered expenses do not include

- (a) expenses incurred for the services, treatments and supplies listed in Schedule 3; and
- (b) expenses incurred for services, treatments, and supplies that are reimbursed pursuant to the Extension of Benefits provision of the Public Service Dental Care Plan.

## RULE 7. Contributions

### Plan Cost

7(1) The cost of the Plan shall be shared on a 60% - 40% basis between the Government of Canada and Members, respectively.

### Member Share of Plan Cost

7(2)

- (a)
  - (i) Members shall pay, unless otherwise directed by the Minister, a monthly contribution in the amount prescribed by the Treasury Board from time to time in Schedule 5 by deduction from the Member's pension entitlement one month in advance to provide coverage for the following month for the Category of Coverage selected by the Member.
  - (ii) Notwithstanding Rule 7(2)(a)(i), unless the Member's membership begins or is reinstated on the first day of a month, no contribution is required for the month in which the Member's membership begins or is reinstated.
- (b)
  - (i) To be eligible for the contribution rates prescribed by the Treasury Board from time to time in Schedule 5 for pensioners who have Veterans' Coverage, the Member shall authorize the designated Pension Office to verify the Veterans' Coverage and shall agree to make no claims for reimbursement under this Plan for any dental care expenses for him or herself.

- 
- (ii) The contribution rates referred to in Rule 7(2)(b)(i) will be effective the first of the second month following the date on which the designated Pension Office receives the Member's request for enrolment.
- (c)
- (i) Notwithstanding Rules 7(2)(a) and 7(2)(b), where the amount of the Member's pension or annuity is too small for the deduction to be made or, in the case of Eligible Pensioners described in Rule 2(2) where the Eligible Pensioner is not in receipt of an allowance under Section 37.1 of the Members of Parliament Retiring Allowances Act, the Member will send contributions in advance on a regular basis of the Member's choice but no less frequently than quarterly, to the designated Pension Office.
  - (ii) If the Member fails to remit the contributions as required in Rule 7(2)(c)(i) within the two or three year period prescribed in Rule 3(5), no benefits will be paid until the contributions are remitted.
  - (iii) If the Member fails to remit the contributions as required in Rule 7(2)(c)(i) after the two or three year period prescribed in Rule 3(5), the Member will cease to be an Eligible Member and cannot again become a Member.

### Government of Canada Share of Plan Cost

7(3) The Government of Canada share of the cost will be paid by the Treasury Board except for those agencies and entities identified in Schedule 1 of these Rules as being required to pay the Government of Canada share of the cost.

## RULE 8. General Provisions

### Amendments

#### 8(1)

- (a) The Treasury Board of Canada may modify or amend the Rules.
- (b) When adding the name of an agency or entity to Schedule 1, the Treasury Board of Canada may prescribe conditions for that agency's or entity's participation in the Pensioners' Dental Services Plan.

---

## Instructions

8(2) The Minister, the Administrator or any Pension Office may, at any time and from time to time, issue instructions and prescribe forms consistent with the provisions of the Plan to provide for the administration of the Plan.

## Non-alienation of Benefits

8(3) No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge encumbrance or charge, and any attempt to do so shall be void, except as specifically provided in these Rules, nor shall any such benefit be in any manner liable for or subject to garnishment, attachment, execution or levy, or liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to such benefit.

## Beneficiaries

8(4)

- (a) Any benefits unpaid at the Member's death may, at the option of the Administrator, be paid either to the beneficiary or to the estate of such person.
- (b) If a benefit under this Plan is payable to the estate of the Member or to a Member who is a minor or otherwise not competent to give a valid release, the Administrator may pay such benefit to any relative by blood or connection by marriage of the Member or to a person appearing to the Administrator to be equitably entitled to the payment by reason of having incurred expenses for the maintenance, care or treatment of the Member or the Member's covered dependant. Any payment made by the Administrator in good faith pursuant to this provision shall fully discharge the Plan with respect to such payment.

## Discretion

8(5)

- (a) The Minister may, for any person or group of persons, make decisions concerning the application or provisions of this Plan, notwithstanding any provision in this Plan.
- (b) The Minister may direct that any error concerning any person or group of persons be corrected.

---

## Delegation

8(6)

- (a) The Minister may delegate to any person any of the Minister's powers or functions set out in these Rules subject to any terms and conditions that he or she directs.
- (b) Any power or function so delegated may, subject to and in accordance with the delegation instrument, be sub-delegated to any other person.

---

## SCHEDULE 1—PARTICIPATING AGENCIES AND ENTITIES

The Treasury Board may add or remove the name of any agency or entity from this Schedule, Rule 8(1).

### **Agencies and Entities for which the Treasury Board Pays the Government of Canada share of the Cost of the Plan**

	<b>Effective Date</b>
Canada Investment and Savings	January 1, 2001
Canadian Food Inspection Agency	January 1, 2001
Canadian Institutes of Health Research (formerly Medical Research Council)	January 1, 2001
Canadian Nuclear Safety Commission (formerly Atomic Energy Control Board)	January 1, 2001
Canadian Polar Commission	January 1, 2001
Canadian Security Intelligence Service	January 1, 2001
Communications Security Establishment	January 1, 2001
House of Commons	January 1, 2001
Indian Oil and Gas Canada	January 1, 2001
Library of Parliament	January 1, 2001
National Energy Board	January 1, 2001
National Film Board	January 1, 2001
National Research Council of Canada	January 1, 2001
National Round Table on the Environment and the Economy	January 1, 2001
Natural Sciences and Engineering Research Council	January 1, 2001
Northern Pipeline Agency Canada	January 1, 2001
Office of the Auditor General Canada	January 1, 2001
Office of the Correctional Investigator	January 1, 2001
Office of the Ethics Commissioner	November 4, 2004
Office of the Secretary to the Governor General	January 1, 2001
Office of the Superintendent of Financial Institutions	January 1, 2001
Parks Canada Agency	January 1, 2001
Public Service Staff Relations Board	January 1, 2001
Security Intelligence Review Committee	January 1, 2001
Senate	January 1, 2001
Social Sciences and Humanities Research Council of Canada	January 1, 2001

---

## **Agencies and Entities which Pay the Government of Canada Share of the Cost of the Plan**

	<b>Effective Date</b>
Atlantic Pilotage Authority	July 1, 2001
Canada Customs and Revenue Agency	January 1, 2001
Canadian Museum of Nature	July 1, 2001
Canadian Science and Technology Museum Corporation	July 1, 2001
Canadian Tourism Commission	July 1, 2001; deleted Jan. 2, 2004
Financial Transactions and Reports Analysis Centre of Canada (FINTRAC)	January 1, 2001
Great Lakes Pilotage Authority	July 1, 2001
Heritage Canada Foundation	July 1, 2001
House of Commons, for those former Members of Parliament who become Members of the Plan under Rule 2(2)	January 1, 2001
International Centre for Human Rights and Democratic Development	July 1, 2001
Laurentian Pilotage Authority	July 1, 2001
National Capital Commission	July 1, 2001
National Gallery of Canada	July 1, 2001
Senate, for those former Senators who become Members of the Plan under Rule 2(2)	January 1, 2001
Telefilm Canada	July 1, 2001



---

## SCHEDULE 2—ELIGIBLE DENTAL SERVICES

Subject to the provisions of the Plan, Eligible Dental Services are the dental services listed in this Schedule, if they are rendered

- (i) by a dentist, dental specialist, or dental mechanic;
- (ii) by a dental hygienist, dental assistant or any other similarly qualified person under the direct supervision of one of a dentist or dental specialist;  
or
- (iii) by a dental hygienist if the dental service is performed in a province or territory of Canada in which dental hygienists are licensed to provide such services without the direct supervision of a dentist or dental specialist; and

if they meet generally accepted industry standards, guidelines developed for the purposes of this Plan, and adjudication practices agreed between the Administrator and the Treasury Board Secretariat. Some covered expense limitations are listed in Schedule 3 to these Rules.

The Treasury Board may add to or remove from this Schedule any dental service or part thereof and give notice to the Administrator.

### **1. Diagnostic Services**

- (i) examination and diagnostic
  - (A) complete oral examination
  - (B) recall oral examination, once every 9 months
  - (C) specific oral examination
  - (D) emergency oral examination
  - (E) treatment planning
- (ii) radiographs
  - (A) complete series of periapical films required to support a proper course of treatment, but not more frequently than once every 36 months

- 
- (B) occlusal films
  - (C) bitewings required to support a proper course of treatment, but not more frequently than once every 9 months
  - (D) extra-oral films
  - (E) sialography, use of dyes
  - (F) panoramic film required to support a proper course of treatment, but not more frequently than once every 36 months
  - (G) interpretation of radiographs from another source
  - (H) tomography
  - (iii) tests, laboratory examinations
    - (A) biopsy of oral tissue
    - (B) pulp vitality tests

## **2. Preventive Services**

- (i) routine services
  - (A) dental polishing, up to once every 9 months
  - (B) topical application of fluoride required to support a proper course of treatment, but not more frequently than once every 9 months
  - (C) pit and fissure sealants for covered Children prior to reaching age 15
  - (D) caries control
  - (E) enameloplasty
  - (F) oral hygiene instructions (once per calendar year)
- (ii) space maintainers (not involving movement of teeth)

---

### **3. Restorative**

- (i) minor restorations
  - (A) amalgam
  - (B) silicate
  - (C) acrylic or composite
  - (D) pin reinforcements for these restorations

Note: Replacement fillings for the same tooth and surface are covered once every 24 months regardless of the age of the original filling.

- (ii) major restorations, where warranted because there is extensive loss of tooth structure and the tooth cannot be adequately restored by a filling
  - (A) gold foil
  - (B) gold inlays
  - (C) porcelain inlays
  - (D) retention pins, posts and cores
  - (E) crowns
  - (F) inlays and veneers
  - (G) other restorative services

### **4. Endodontics**

- (i) pulp capping
- (ii) pulpotomy
- (iii) root canal therapy
- (iv) periapical services
- (v) other endodontic procedures

---

**5. Periodontics**

- (i) non surgical services
- (ii) surgical services
- (iii) post surgical treatment
- (iv) occlusal equilibration, not exceeding 8 time units every 12-month period
- (v) scaling and root planing, not exceeding 6 time units every calendar year; except in documented cases and with pre-approval by the Administrator of a Treatment Plan, not exceeding 12 time units every calendar year
- (vi) other periodontic services

**6. Prosthodontics**

- (i) minor services for removable dentures
  - (A) repairs
  - (B) adjustment
  - (C) relining or rebasing, limited to once every 36 months
- (ii) major
  - (A) exams, films and diagnostic casts
  - (B) addition of a tooth to a removable denture
  - (C) complete dentures
  - (D) partial dentures
  - (E) pontics (fixed bridges)
  - (F) retainers
  - (G) abutments (pontics)
  - (H) retentive pins in abutments

- 
- (I) repairs of fixed appliances
  - (J) other prosthodontic services

**7. Oral surgery**

- (i) uncomplicated removal
- (ii) surgical removal and tooth repositioning
- (iii) alveoplasty, gingivoplasty, stomatoplasty, osteoplasty, tuberoplasty
- (iv) removal of excess mucosa
- (v) surgical excision
- (vi) removal of cyst
- (vii) surgical incision
- (viii) removal of impacted teeth
- (ix) repair of soft tissue
- (x) frenectomy, dislocations
- (xi) miscellaneous surgical services

**8. Orthodontic services**

- (i) Diagnostic Services
  - (A) orthodontic exam
  - (B) films
  - (C) orthodontic diagnostic casts
- (ii) observation and adjustment
  - (A) surgical services
  - (B) observation and adjustment

- 
- (C) repairs, alterations
  - (iii) appliances
    - (A) removable appliances
    - (B) fixed appliances
    - (C) retention appliances
    - (D) appliances to control harmful habits

**9. Adjunctive General Services**

- (i) emergency services not otherwise specified
- (ii) anaesthesia in connection with oral surgery and drug injections
- (iii) consultation
- (iv) house call, hospital call and special office visit
- (v) laboratory fees associated with eligible dental services

---

## SCCHEDULE 3—LIMITATIONS ON COVERED EXPENSES FOR THE PURPOSES OF RULE 6(11)

The services and supplies listed in this Schedule are not covered expenses and no benefit is payable under this Plan in respect of them.

The Treasury Board may add to or remove from this Schedule any limitations to covered expenses and give Notice to the Administrator.

- (a) any portion of services and supplies covered under any provincial, territorial or other public dental, hospital or health plan to which the person is eligible;
- (b) services and supplies, or portion thereof, which are the legal liability of any other party;
- (c) services and supplies, rendered or provided, to which a person is entitled without charge pursuant to any law including but not limited to Workers' Compensation or similar law, or for which there is no cost to the person except for the existence of insurance against such cost;
- (d) services and supplies received in a hospital owned or operated by a government, unless the person is required to pay for such services or supplies regardless of the existence of insurance;
- (e) services and supplies rendered outside Canada to persons residing in Canada or to Children of a Member residing in Canada, which would be payable under a provincial health, dental or hospital plan if the services had been rendered in Canada;
- (f) dental treatment involving the use of precious metals, if such treatment could have been rendered at lower cost by means of a reasonable substitute consistent with generally accepted dental practice, except for that portion of expenses which would have been incurred for treatment by means of a reasonable substitute;
- (g) user fees, co-insurance charges or similar charges which are in excess of charges payable by a governmental dental, hospital or health plan;
- (h) dental treatment which is not yet approved by the Canadian Dental Association or which, in the opinion of the Administrator, is clearly experimental in nature;

- 
- (i) services and supplies which, in the opinion of the Administrator, are rendered principally for cosmetic purposes including, but not limited to, veneers, and porcelain or composite facings on crowns or bridges on molar teeth;
  - (j) services and supplies related to the purchase, repair, modification or replacement of a duplicate prosthodontic appliance, for any reasons;
  - (k) services rendered and supplies purchased prior to the date the person became covered under this Plan;
  - (l) charges for an appliance or a modification of one where an impression is made for such appliance or modification before the person became covered under this Plan; charges for crowns, bridges and gold restorations for which a tooth was prepared before the person became covered under this Plan; charges for root canal therapy where the pulp chamber was opened before the person became covered under this Plan;
  - (m) services and supplies rendered as a result of a congenital or developmental malformation which is not a Class I, II, III malocclusion, except for a Child under 19 years of age;
  - (n) charges for a periodontal appliance, occlusal equilibration, and other related service as a result of a temporo-mandibular joint dysfunction (TMJ dysfunction) or vertical dimension correction;
  - (o) implants, except that a benefit may be paid based on the reasonable and customary charges for a less expensive alternative course of treatment had an implant not been selected that is an eligible dental service under the Plan;
  - (p) charges for an orthodontic treatment, in respect of a Member or Eligible Spouse or Eligible Common Law Partner where the initial appliance was installed before the person became covered for such service under this Plan unless that initial appliance was installed while the Member, Eligible Spouse, or Eligible Common Law Partner was covered for such service under the Public Service Dental Care Plan or as a member of the Canadian Forces or the RCMP.



---

## SCCHEDULE 4—LATE APPLICATIONS FOR MEMBERSHIP and DEFERRED MEMBERSHIP

The provisions in this Schedule formed part of the Rules from January 1, 2001, to March 31, 2006.

### **Late Applications for Membership**

3(4) An Eligible Pensioner who makes application for membership after the period set out in Rule 3(1) can become a Member only if the Minister is satisfied that the Eligible Pensioner was prevented from making application within the prescribed period and authorizes membership from a specified date.

### **Deferred Membership**

3(5) Notwithstanding Rules 3(1) and 3(4), an Eligible Pensioner may defer making application for membership if the Eligible Pensioner has coverage under another dental plan or has Veterans' Coverage.

An Eligible Pensioner who wishes to defer application for membership must, within the time period prescribed in Rule 3(1), so notify the Administrator in writing in the Prescribed Form and provide proof of that other coverage to the satisfaction of the Administrator.

The Eligible Pensioner may subsequently make application for membership under the Plan by completing the prescribed application form and sending it to the Administrator no later than 60 days following the termination of the Eligible Pensioner's coverage under the other dental plan or Veterans' Coverage.

### **Effective Date of Spouse's or Common-Law Partner's Coverage**

4(3) The coverage of a Member's Eligible Spouse or Eligible Common Law Partner is effective on

- (a) the Effective Date, if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(a) and selected the appropriate Category of Coverage;
- (b) the effective date of the Eligible Pensioner's pension entitlement if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(b) and selected the appropriate Category of Coverage; and

- 
- (c) the first day of the second month following the date on which the Administrator receives an application in the Prescribed Form from the Member in which the Member amends the Category of Coverage to cover the Eligible Spouse or Eligible Common Law Partner, if the Administrator receives the application form within 60 days of the date the Spouse or Common Law Partner becomes eligible and provided that the pensioner is an Eligible Pensioner and the Spouse or Common Law Partner is an Eligible Spouse or an Eligible Common Law Partner on that date.

### **Deferred Coverage**

4(4) Notwithstanding Rule 4(3), a Member may defer covering an Eligible Spouse or an Eligible Common Law Partner if the Eligible Spouse or Eligible Common Law Partner has coverage under another dental plan or Veterans' Coverage.

A Member who wishes to defer application for Spouse's or Common Law Partner's coverage must, within the time period prescribed in Rule 4(3)(c), so notify the Administrator in writing in the Prescribed Form and provide proof of that other coverage to the satisfaction of the Administrator.

The Member may make application for Spouse's or Common Law Partner's coverage under the Plan by completing an application in the Prescribed Form and sending it to the Administrator no later than 60 days following the termination of the Spouse's or Common Law Partner's coverage under the other dental plan or Veterans' Coverage.

### **Effective Date of a Child's Coverage**

- 5(3) The coverage of a Member's Eligible Child or Children is effective on
- (a) the Effective Date, if the Eligible Pensioner applied for coverage as a Member in accordance with Rule 3(1)(a) and selected the appropriate Category of Coverage;
  - (b) the Effective Date of the Eligible Pensioner's pension entitlement if the Eligible Pensioner applied for coverage as a member in accordance with Rule 3(1)(b) and selected the appropriate Category of Coverage;
  - (c) the first day of the second month following the date on which the Administrator receives an application in the Prescribed Form from the Member in which the Member amends the Category of Coverage to cover the Eligible Child, if the Administrator receives the application form:

- 
- (i) within 60 days of the date the Child becomes eligible, or
  - (ii) before the Child attains the age of three (3) years.

Notwithstanding the above provision, where coverage is in respect of a Child who is covered under the Plan by the Member's Spouse or the Member's Common Law Partner, the Child's coverage as the Child of the Member shall be effective on the day the Member sends an application in the Prescribed Form to the Administrator.

### **Deferred Coverage**

5(4) Notwithstanding Rule 5(3), a member may defer covering an Eligible Child if the Eligible Child has coverage under another dental plan.

A Member who wishes to defer application for Child's coverage must, within the time period prescribed in Rule 5(3)(c), so notify the Administrator in writing in the Prescribed Form and provide proof of that other coverage to the satisfaction of the Administrator.

The Member may make subsequent application for Child's coverage under the Plan by completing an application in the Prescribed Form and sending it to the Administrator no later than 60 days following the termination of the Child's coverage under the other dental plan.

## SCHEDULE 5—CONTRIBUTION RATES AND MAXIMUM REIMBURSEMENT AMOUNTS

### PART A—MEMBER CONTRIBUTION RATES,

**as directed by the Minister under Rule 7(2) (not including any applicable taxes)**

**All Members except Members who have Veterans' Coverage and have authorized and agreed under Rule 7(2)(b)(i)**

Category		Rate and Effective Date	
Category I	Pensioner only	\$16.00 per month, effective January 1, 2001	\$12.50 per month, effective April 1, 2006
Category II	Pensioner and one eligible family member	\$31.96 per month, effective January 1, 2001	\$25.50 per month effective April 1, 2006
Category III	Pensioner and more than one eligible family member	\$47.96 per month effective January 1, 2001	\$36.20 per month effective April 1, 2006

**Members who have Veterans' Coverage and have authorized and agreed under Rule 7(2)(b)(i)**

Category		Rate and Effective Date	
Category II	Pensioner and one eligible family member	\$16.00 per month, effective July 1, 2002	\$12.50 per month, effective April 1, 2006
Category III	Pensioner and more than one eligible family member	\$31.96 per month, effective July 1, 2002	\$25.50 per month effective April 1, 2006

### PART B—MAXIMUM REIMBURSEMENT AMOUNTS

Benefit	Maximum	
Eligible dental services other than orthodontic services, rendered to a covered person in a given calendar year	\$1,300 annually, effective January 1, 2001	\$1,500 annually, effective January 1, 2005
Eligible dental services, other than orthodontic services, rendered to a covered person in a given calendar year if the Member, Eligible Spouse, Eligible Common Law Partner and Eligible Children became covered on or after July 1 of that given year	\$650 annually effective January 1, 2001	\$750 annually, effective January 1, 2005
Eligible orthodontic services (listed under provision 8 of Schedule 2) rendered to a covered person	\$2,500 for the whole period while covered under the Plan, effective January 1, 2001	