

# GENDER AFFIRMATION

**People Corporation**

Effective Date: September 1, 2023

## **GENDER AFFIRMATION**

This booklet provides details of your Gender Affirmation Benefit Plan provided by People Corporation, the plan sponsor, through a group contract with Green Shield Canada (GSC). The benefits provides reimbursement of eligible expenses and services received in Canada that are not covered under your provincial or territorial government health care plans.

Subject to a diagnosis of gender dysphoria, GSC will pay the reasonable and customary charges for such expenses in the area where received.

You are encouraged to read this booklet carefully; please keep it in a safe place so that you may refer to it when submitting claims.

Your unique GSC Identification Number is your school code plus your student identification number. Visit the Student Centre website [Student Centre \(greenshield.ca\)](https://www.greenshield.ca) to find your school code. If you have any eligible dependents, they share the same number as you except their number ends with their own unique dependent code.

## **GSC everywhere**

In addition to this booklet and our Customer Service Centre, we also provide you with access to our secure website and free mobile app. Self-service through the GSC everywhere makes things quick, convenient and easy. Register today to:

- Submit claims online
- Search and filter your personal claims information, including a breakdown of how your claims were processed
- Access your digital ID card online or via the app (you can even add it to your Apple wallet)
- Arrange for claim payments to be deposited directly into your bank account
- Print personalized claim forms and replacement ID Cards
- Print personal Explanation of Benefits statements for when you need to co-ordinate benefits
- View your Booklet

## **OUR COMMITMENT TO PRIVACY**

The GSC Privacy Code balances the privacy rights of our group and benefit plan members and their dependents, and our employees, with the legitimate information requirements to provide customer service.

To read our privacy policies and procedures, please visit us at [greenshield.ca](https://www.greenshield.ca).

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## DEFINITIONS

Unless specifically stated otherwise, the following definitions will apply throughout this booklet.

**Covered person** means the plan member who has been enrolled in the plan or their enrolled dependents.

**Dependent** means

- a) your spouse, if you are legally married or if not legally married, you have lived in a common-law relationship for more than 12 continuous months. Only one spouse will be considered at any time as being covered under the group contract;
- b) your unmarried child under age 22;
- c) your unmarried child under age 26, if enrolled and in full-time attendance at an accredited college, university or educational institute;
- d) your unmarried child (regardless of age) who became totally disabled while eligible under b) or c) above, and has been continuously so disabled since that time and is considered a dependent as defined under the Income Tax Act, also qualify as a dependent.

Your child (your or your spouse's natural, legally adopted or stepchildren) must reside with you in a parent-child relationship or be dependent upon you (or both) and not regularly employed.

Children who are in full-time attendance at an accredited school do not have to reside with you or attend school in your province. If the school is in another province or country, you must apply to your provincial health insurance plan for an extension of coverage to ensure your child continues to be covered under a provincial health insurance plan.

**Plan member** means you, the student, when you are enrolled for coverage.

**Reasonable and customary** means in the opinion of GSC, the usual charge of the provider for the service or supply, in the absence of insurance, but not more than the prevailing charge in the area for a like service or supply.

## ELIGIBILITY

### For You

To be eligible for coverage, you must be a plan member who is:

- a) a resident of Canada;
- b) covered under your provincial health insurance plan or equivalent;
- c) diagnosed with gender dysphoria by their physician or nurse practitioner;
- d) enrolled in your school's health and dental plan;
- e) under age 70;
- f) a member or staff member of a participating university and/or student association

### For your Dependents

To be eligible for coverage you must be:

- a) covered under this plan; and;
- b) each dependent must be covered under a provincial health insurance plan.

### Coverage Effective Date

Your coverage begins on the date you become eligible for coverage, have satisfied the eligibility requirements and you are enrolled under the plan.

Your plan sponsor is solely responsible for submitting all required forms to GSC as of the Effective Date of this plan or as of the first date that you become eligible.

Your dependent coverage will begin on the same date as your coverage.

### Termination

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

- a) the date you are no longer a member of your student association; the end of the period for which rates have been paid to GSC for your coverage;
- b) The province denies entry into the provincial replacement plan; and
- c) The expiration of your student visa;
- d) the date you attain age 70;
- e) the date the group contract terminates.

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

- a) the date your coverage terminates;
- b) the date your dependent is no longer an eligible dependent;
- c) the end of the calendar year in which your dependent child attains the specified age limit;
- d) the end of the period for which rates have been paid for dependent coverage;
- e) the date the group contract terminates.

## GENDER AFFIRMATION BENEFIT PLAN

This coverage will be eligible if it is medically necessary for the treatment of gender dysphoria and will be limited to reasonable and customary charges, subject to the maximum shown in the Schedule of Benefits.

**Gender Affirmation:** The following services not covered by your provincial/territorial health plan will be considered eligible only when a diagnosis of gender dysphoria from a legally qualified physician (M.D.), or nurse practitioner is provided to GSC. Reimbursement will be limited to reasonable and customary charges, up to the amount shown in the Schedule of Benefits:

- **Foundation (core)** – Transition-related genital and chest/breast surgeries not covered by your provincial/territorial health plan, as well as vocal surgery, tracheal shave, chest contouring/breast construction, vaginal dilators, laser hair removal and facial feminization surgery.
- **Focused** – Non-genital, non-breast/chest enhancement surgeries as follows: nose surgery, liposuction/lipofilling, face/eyelid lift, lip/cheek fillers, hair transplant/implants, and gluteal lifts/implants.

### Schedule of Benefits

<b>Deductible:</b> Nil	<b>Your Co-Pay:</b> 0%
<b>Your Plan Covers:</b>	<b>Maximum Plan Pays:</b>
Gender affirmation*	Reasonable and customary charges, limited to \$10,000 lifetime
* Diagnosis of gender dysphoria from a physician (M.D.) or nurse practitioner is required	

## Exclusions

Eligible benefits do not include and reimbursement will not be made for:

1. Services or supplies received as a result of disease, illness or injury due to:
  - a) an act of war, declared or undeclared;
  - b) participation in a riot or civil commotion; or
  - c) attempting to commit or committing a criminal offence or illegal act;
2. Services or supplies provided while serving in the armed forces of any country;
3. Failure to keep a scheduled appointment with a legally qualified medical or dental practitioner;
4. Any treatment, drug, service, or supply received outside of Canada;
5. Charges for the translation or completion of any claim forms and/or insurance reports;
6. Any form of medical cannabis for the treatment of any medical condition, regardless of whether it is authorized by way of a medical document or prescription from a legally authorized medical practitioner and obtained from a Health Canada-licensed producer pursuant to any federal or provincial legislation or regulation regarding access to and/or distribution of medical cannabis;
7. Any specific treatment which:
  - a) does not meet accepted standards of medical practice, including charges for services or supplies which are experimental in nature;
  - b) is administered in a hospital or is required to be administered in a hospital in accordance with Health Canada's approved indication for use;
8. Services or supplies that:
  - a) are not recommended, provided by or approved by the attending legally qualified (in the opinion of GSC) medical practitioner as permitted by law;
  - b) are legally prohibited by the government from coverage;
  - c) you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage or for which payment is made on your behalf by a not-for-profit prepayment association, insurance carrier, third party administrator, like agency or a party other than GSC, your plan sponsor or you;
  - d) are provided by a health practitioner whose license by the relevant provincial regulatory and/or professional association has been suspended or revoked;
  - e) are not provided by a designated provider of service in response to a prescription issued by a legally qualified health practitioner;
  - f) are primarily for cosmetic or aesthetic purposes, or are to correct congenital malformations;
  - g) are provided by an immediate family member related to you by birth, adoption, or by marriage and/or a practitioner who normally resides in your home. An immediate family member includes a parent, spouse, child or sibling;
  - h) are provided by your plan sponsor and/or a practitioner employed by your plan sponsor, other than as part of an employee assistance plan;
  - i) are a replacement of lost, missing or stolen items, or items that are damaged due to negligence. Replacements are eligible when required due to natural wear, growth or relevant change in your medical condition but only when the equipment/prostheses cannot be adjusted or repaired at a lesser cost and the item is still medically required;
  - j) are video instructional kits, informational manuals or pamphlets;
  - k) are for medical or surgical audio and visual treatment;
  - l) are special or unusual procedures;
  - m) are delivery and transportation charges;
  - n) are a duplicate prosthetic device or appliance;

- o) are from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body;
- p) would normally be paid through any provincial health insurance plan, Workplace Safety and Insurance Board or tribunal, the Assistive Devices Program or any other government agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made;
- q) were previously provided or paid for by any governmental body or agency, but which have been modified, suspended or discontinued as a result of changes in provincial health plan legislation or de-listing of any provincial health plan services or supplies;
- r) may include but are not limited to, drugs, laboratory services, diagnostic testing or any other service which is provided by and/or administered in any public or private health care clinic or like facility, medical practitioner's office or residence, where the treatment or drug does not meet the accepted standards or is not considered to be effective (either medically or from a cost perspective, based on Health Canada's approved indication for use);
- s) are provided by a medical practitioner who has opted out of any provincial health insurance plan and the provincial health insurance plan would have otherwise paid for such eligible service;
- t) are cognitive or administrative services or other fees charged by a provider of service for services other than those directly relating to the delivery of the service or supply.



## CLAIM INFORMATION

### Inquiries

For detailed inquiries:

- ♦ Call our Customer Service Centre at 1.888.711.1119 to determine eligibility for a specific item or service and GSC's pre-authorization requirements, or
- ♦ Visit our website at [greenshield.ca](http://greenshield.ca) to e-mail your question

### Submitting Claims

All claims submitted to GSC require your GSC Identification number. Your GSC Identification Number is your school code plus your student number. To find your school code, visit [Student Centre \(greenshield.ca\)](http://Student_Centre.greenshield.ca).

GSC reserves the right to request supplementary claims information. Failure to respond to such requests may result in the denial of the claim.

The intentional omission, misrepresentation or falsification of information relating to any claim constitutes fraud. Submission of a fraudulent claim is a criminal offence and will be reported to the applicable law enforcement and/or regulatory agencies and your plan sponsor. This could result in termination of your coverage under this benefit plan.

For **claims reimbursement** forward an original itemized paid receipt (**cash receipts or credit card receipts alone are not acceptable**) including:

- Covered person's name, address and GSC Identification Number
- Provider's name and address
- Date of service
- Charges for each service or supply
- A detailed description of the service or supply
- Medical referral/physician prescription when required

For certain claims, we may require additional confirmation of payment so we recommend you keep a copy of some other identifiable confirmation of payment, such as a cancelled cheque (copy is acceptable if both sides of the cheque are provided), an authorized electronic credit card receipt and/or statement, direct payment /debit receipt or bank statements.

All claims must be received by GSC no later than 12 months from the date the eligible benefit was incurred.

### Submit all Claim Forms to: Green Shield Canada

Attn: Professional Services	PO Box 1699	Windsor, ON	N9A 7G6
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## **Reimbursement**

Reimbursement will be made by one of the following methods:

- a) Direct deposit to your personal bank account, when requested;
- b) A reimbursement cheque; or
- c) Direct payment to the provider of services, where applicable.

All dollar maximums and limitations stated are expressed in Canadian dollars. Reimbursement will be made in Canadian for both providers and plan members, based on the country of the payee.

## **Overpayments**

GSC reserves the right to recover all amounts resulting from overpaid or unsupported claims for benefits by deducting such amounts from future claims and/or by any other legal means.

## **Limitation on Legal Action**

In Ontario, every action or proceeding against GSC for recovery of benefit payment under the plan is absolutely barred unless commenced within the time set out in the *Limitations Act, 2002*.

In British Columbia, Alberta and Manitoba, every action or proceeding against GSC for recovery of benefit payment under the plan is absolutely barred unless commenced within the time set out in the *Insurance Act*.

## **Direct Payment to the Provider of Service (where applicable)**

Provide your GSC Identification number to your provider and, after you pay any applicable co-payment, they may bill GSC directly and in many cases, payment will be made directly to your provider of service. Most providers will also have a supply of claim forms.

## **Subrogation**

GSC retains the right of subrogation of benefits. This means if GSC paid benefits on behalf of you or your dependent, but the benefits either should have been paid, or are subsequently paid or provided, in whole or in part, by a third party liability or other coverage(s), GSC has the right to recover such payment or reimbursement. In cases of third party liability, you must advise your lawyer of our subrogation rights.

## **Access to Information**

If you live in a province where the law permits you to request copies of your records, GSC will provide one copy of the following at no charge:

- a) any enrollment form you completed for coverage under this plan that was submitted to GSC;
- b) any written statements or other record about your health that you submitted to GSC during the course of applying for coverage under this plan;
- c) one copy of the group contract.

GSC may charge you to provide any additional copies.