

## First Class Plan

For our most extensive coverage

\$2,000,000 Limit

### BENEFITS SUMMARY

#### **EMERGENCY MEDICAL BENEFITS**

- (a) **Emergency** Medical Services including *hospital* and *physician* fees, diagnostic testing, drugs and *medications*, medical supplies. Up to a maximum of Two Million Dollars (\$2,000,000)
- (b) **Emergency** Ambulance Transportation- up to \$4,000;
- (c) Private Duty Nursing as approved;
- (d) **Emergency** Dental pain caused by Accidental Blow up to \$2,000;

#### **EMERGENCY ASSISTANCE BENEFITS**

- (a) Expenses to return *your* Vehicle up to \$2,500;
- (b) **Emergency** Return *Home* as set out below;
- (c) Expenses Related to *your* Death up to \$5,000;
- (d) Child Return under *your* care as set out below;
- (e) Subsistence Allowance \$150 per day up to \$1,500 maximum;
- (f) Bedside Companion Travel as set out below;
- (g) **Emergency** Paramedical/*Professional* Services as set out below;
- (h) Major Event Return *Home* with limit up to \$3,000 as set out below;
- (i) 24 Hour **Emergency** Medical Assistance

### **TRAVEL INSURANCE ADVISORY**

#### Please read this Policy carefully before you travel.

**Notice of Right to Examine Policy:** You have 10 days to examine *your policy* after you receive it and before the *effective date*. If for any reason during those 10 days you are not satisfied with this *policy*, return it with *your* written request for cancellation to *your representative*. *Your* premium paid will be refunded provided you have not left on *your trip* and a claim has not incurred. The *policy* will then be cancelled from the *policy effective date* and will be deemed to have never been in force.

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand *your policy* before you travel as *your* coverage is subject to certain terms, conditions, limitations and exclusions.

#### **Please read this document carefully.**

It is *your* responsibility to be aware of the Government of Canada travel advisories at [www.travel.gc.ca](http://www.travel.gc.ca) prior to any departure from Canada and at all times while you are travelling outside of Canada. COVID-19 coverage is provided if you have paid for the coverage and the Government of Canada travel advisories are at Level 1, 2 or 3. COVID-19 coverage is not provided on a cruise ship if the Government of Canada Travel Advisories state "Avoid travel on cruise ships outside Canada due to COVID-19".

In the event that the travel advisory changes to 'Avoid all travel' (Level 4) while you are outside of Canada, you must return to Canada within 10 days of the advisory being issued. Should you not return to Canada, your COVID-19 coverage will be terminated.

Exclusions apply. Check to see how this applies in *your policy*. In the event of an accident, *sickness*, or *injury*, *your* prior medical history will be reviewed when a claim is reported.

You must call unless *your* condition prevents you from doing so and in this case you must contact us as soon as medically possible or have someone call on *your* behalf. *Your policy* may limit benefits should You not contact us within 24 hours. You must notify us at 416-467-4587 collect or Toll-free North America 855-883-6479 & Mexico 800-062-4315 within 24 hours of any medical or dental *treatment*. Failure to do so will result in a penalty where you will be responsible for 50% of any eligible expenses incurred and our maximum liability under this *policy* will be limited to \$25,000CDN.

Failure to comply with the claims procedures set out in the Claims Procedures (Section 7) of this *policy* will result in loss of rights to, or reduction in, benefits conferred under this *policy*.

### **IMPORTANT:**

Terms used in this *policy* that have been shown bold and italicized have specific meanings and are defined in Section 6 - Definitions of this *policy*. Please be sure to refer to them while reviewing this *policy*. For any word that is not defined in this *policy*, the Oxford Canadian Dictionary (second edition) definition will prevail. Coverage under this *policy* is subject to certain terms, conditions, limitations, and exclusions.

#### **NOTE:**

The maximum amount payable for all benefits is stated in Canadian dollars on *your policy receipt*. Additional limitations and exclusions may be specified on *your policy receipt* and depend on the option that you have chosen and paid for when you applied for this insurance *policy*.

All claims are subject to a \$350 US deductible unless you have applied the appropriate premium adjustment or credit to change the deductible amount.

**PLAN TYPES:** For all plan types you must be eligible for coverage any time you depart on *your trip* (See Section 1 – Eligibility Requirements).

#### **ANNUAL MULTI-TRIP PLAN**

The Annual Multi-Trip Plan covers you outside of Canada for the number of consecutive days for any *trip*, chosen by you on the *Application for Insurance* and as shown on *your policy receipt*. The Annual Multi-Trip Plan does not offer coverage to *top-up* another *policy*.

Out of Canada coverage for an Annual Multi-Trip Plan begins on the date you depart Canada. Coverage terminates on whichever occurs first: (i) the date you return to Canada; (ii) 11:59 pm on the last day of coverage permitted for the Annual Multi-Trip Plan you have chosen; or (iii) 365 days after *your* Annual Multi-Trip *policy effective date*.

To reset the number of coverage days on *your* Annual Multi-Trip plan, you must return to Canada for 24 or more hours. If you wish to be out of Canada for more than the number of days permitted for the plan you have chosen you may purchase additional coverage.

**In the event of a claim under an Annual Multi-Trip plan, you will be required to provide proof, acceptable to us, of your departure date.**

In Canada coverage for an Annual Multi-Trip Plan begins on the date you depart your province of residence for travel within Canada. Coverage for an in Canada Annual Multi-Trip Plan terminates on whichever occurs first: (i) the date you return to your province of residence, (ii) 11:59 pm on the last day of coverage permitted for the Annual Multi-Trip Plan you have chosen; or (iii) 365 days after *your* Annual Multi-Trip *policy effective date*.

## SINGLE TRIP PLAN

The Single Trip Plan: (i) covers **you** for **your** single **trip** outside of Canada; (ii) is provided to eligible persons under the **age** of 95; and, (iii) can be used to **top-up** other plans. **We** will reimburse **you** for eligible expenses based on the terms, conditions, limitations and exclusions of this **policy**. Coverage begins on the **policy effective date** as specified by **you** on the **Application for Insurance**, and as shown on **your policy receipt**, and terminates on the earlier of the **policy expiry date** as specified by **you** on the **Application for Insurance**, and as shown on **your policy receipt**, or the date **you** return to Canada, whichever is earlier. The Single Trip Plan contains the **pre-existing condition** exclusion as stated on **your policy receipt**.

## INSURING AGREEMENT

Subject to **your** meeting the Eligibility Requirements, as stated in consideration for the full and correct premium received, **we** will insure **you** against reasonable and customary eligible expenses incurred as the result of an **emergency** and pay these benefits, or other covered losses, in accordance with the terms, conditions, limitations and exclusions of this **policy**. The maximum **period of coverage** under this **policy** shall not exceed 12 consecutive months. Acceptance of the **Application for Insurance** and coverage under this **policy** is at **our** option.

## SECTION 1 – ELIGIBILITY REQUIREMENTS

**You must meet the Eligibility Requirements set out below any time you depart Canada on a Single Trip Plan or depart your province of residence on an Annual Multi-Trip Plan, to be eligible for coverage under this policy:**

1. **You** are present in Canada when **you** purchase this **policy** and if **you** are not covered under a **Government Health Insurance Plan (GHIP)** **you** agree to accept an additional deductible of \$500 U.S. on each claim.
2. **You** know of no reason why **you** would require medical attention during **your trip**.
3. In the 12 months prior to **your effective date**, **you** have not:
  - (i) had a diagnosis of Stage 3 or Stage 4 cancer, had cancer that has metastasized or received **treatment** for pancreatic cancer or liver cancer;
  - (ii) had a diagnosis of a **terminal illness**;
  - (iii) been prescribed home oxygen or prednisone for a **lung condition** or **heart condition**
  - (iv) had Pulmonary Fibrosis, Cystic Fibrosis or Interstitial lung disease;
  - (v) been diagnosed with or received **treatment** for Stage IV or Stage V Kidney disease, kidney disease requiring dialysis or Cirrhosis of the liver;
  - (vi) used nitroglycerine in any form (spray, patch or pill) for a **heart condition** for the relief of angina or chest pain, or had Cardiomyopathy with a Grade IV ventricle or a ventricular ejection fraction of 40% or less;
  - (vii) had a dilation of the aorta or an aneurysm not surgically repaired;
  - (viii) been a resident in a long-term care facility or an assisted living facility where **you** were helped with any activities of daily living (bathing, eating, using a toilet, taking **medication(s)** or getting into or out of a chair or bed); or
  - (ix) been advised by any **physician** that travelling on **your trip** would be medically unsafe or that **you** should not travel on **your trip**.
4. **You** have not had a bone marrow transplant, stem cell transplant or an organ transplant (excepting a cornea transplant).
5. **You** have not received **treatment** for or taken **medication** for Congestive Heart Failure (CHF) in the past 12 months.

**If you cannot meet all of the above Eligibility Requirements any time you depart on your trip(s), you are not eligible for coverage under this policy.**

## SECTION 2 – MEDICAL REQUIREMENTS

This **policy** does NOT cover and no benefit is payable for any claim arising from or related to any **pre-existing condition** unless **you** have

completed a medical questionnaire as part of **your Application for Insurance**, signed the document or made an electronic confirmation that **your** answers are accurate, and paid the premium requested by **us**. **You will** receive a **policy receipt** which contains a copy of the answers **you** provided on **your** medical questionnaire. In the event of an accident, **sickness**, or **injury** **your** prior medical history will be reviewed when a claim is reported.

## SECTION 3 – EMERGENCY EXPENSES

**We** will pay for reasonable and customary charges for eligible expenses stated on **your policy receipt** up to a maximum of Two Million Dollars (\$2,000,000.00), less any applicable deductible(s) amount **you** have chosen and confirmed on **your policy receipt**, related to the **emergency** medical attention **you** need during **your period of coverage** due to an **emergency** when these expenses are not covered by **your Government Health Insurance Plan (GHIP)** or any other coverage **you** may have available to **you**.

The **emergency** medical attention **you** receive must be required as part of **your emergency treatment** and ordered by a **physician** (or a licensed dentist).

**You** are responsible for paying the deductible(s) amount as chosen by **you** and stated on **your policy receipt**, for the covered expenses of each claim. If **you** are not covered under GHIP **you** are required to pay an additional deductible of \$500 U.S. on each claim;

Original, itemized receipts, charges or invoices are required for all claims.

**You must notify us** at 416-467-4587 collect or Toll-free North America 855-883-6479 & Mexico 800-062-4315 **within 24 hours of any medical or dental treatment**.

If **you** make a temporary return to Canada during **your period of coverage** and receive medical **treatment** during this return to Canada, then any **treatment** received during the remaining **period of coverage** under this **policy** relating to the **medical condition treated** during this return to Canada will not be covered. Each time **you** depart Canada **you** must remain eligible as per Section 1 – Eligibility Requirements.

## EMERGENCY MEDICAL EXPENSES

This coverage pays reasonable and customary charges for eligible **emergency** medical expenses less any applicable deductible(s) amount as shown on **your policy receipt** for:

(a) **Emergency Medical Services** - Care received from a **physician** in or out of a **hospital**, the cost of a **hospital** room (to a maximum of semi-private rates), the rental or purchase (whichever is less) of a **hospital** bed, wheelchair, brace, crutch or other medical appliance, tests that are needed to diagnose **your** condition, removal of stitches or a cast (to a maximum of \$300 per claim provided the removal is done within 60 days of the date of claim) and **medications** for the **treatment of your emergency**. All of the above must be prescribed by a **physician** or a licensed dentist.

(b) **Emergency Ambulance transportation** - (i) local ground ambulance service to a medical service provider in an **emergency**;

(ii) the cost of helicopter services to a maximum of \$4,000 (must be arranged or authorized by **us** in advance).

(c) **Private Nursing** - Care received, from a private registered nurse in a **hospital**, as the result of an **emergency** and when ordered by a **physician** and approved by **us** in advance.

(d) **Emergency Dental due to accidental blow to the mouth** - if **you** need dental **treatment** to repair or replace **your** sound natural or permanently attached artificial teeth because of an accidental blow to the mouth during **your trip**, **you** are covered to a maximum of \$2,000. This **treatment** must be provided by a licensed dentist and be completed within 30 days after the accident.

## EMERGENCY ASSISTANCE SERVICES

This coverage pays reasonable and customary charges for eligible **emergency** assistance service expenses less any applicable deductible(s) amount as shown on **your policy receipt** for:

**(a) Expenses to return your vehicle** - If **you** are unable to drive **your** vehicle to **your** original departure point as the result of a medical **emergency** out of Canada that has been reported to **us** within 24 hours of receiving **treatment**, **we** will cover the reasonable costs to return **your** vehicle to a maximum of \$2,500. In order for benefits to be provided, **you** must return **your** vehicle within 30 days of **your** claim occurrence date. For a driver's time to be paid for the return of the vehicle they must be employed by a **professional** vehicle return company and provide the company's invoice for services. If **you** used a **rental car** during **your trip**, **we** will cover its return to the rental agency but not for the rental cost. This benefit is available for claim only once per **period of coverage**. Valid receipts must be provided.

**(b) Emergency Return Home** - If **our** medical advisors, in consultation with the attending **physician**, request **your** return to Canada or transfer to another **hospital** for the continuance of **your emergency** medical care, **we** will pay for one or more of the following via the most cost-effective itinerary, if arranged or authorized by **us** in advance:

- The extra cost of an economy class/charter fare;
- A stretcher fare on a commercial flight;
- The return economy class/charter fare of a qualified medical attendant and the attendant's reasonable fees and expenses if required by the airline;
- The cost of jet or propeller powered air ambulance; or
- A **travel companion's** extra fare to accompany **you**.

**(c) Expenses Related to your Death** - If **you** die during **your trip** from a risk covered under this **policy**, **we** will reimburse **your** estate for the preparation and transportation costs to return **your** body **home** (using customary airline procedures), up to \$5,000. The cost of a casket, urn or headstone is not an eligible expense.

**(d) Expenses to return children under your care** - If **you** are admitted to the **hospital** for more than 24 hours or must return to Canada because of a **medical condition**, **we** will pay for the extra cost of the child's transportation to their original departure point via the most cost-effective itinerary and the return airfare of a qualified escort, if necessary, via the most cost-effective itinerary when the airline requires it. The child must have been under **your** care during **your trip** and be covered under **your policy**.

**(e) Subsistence Allowance** – If a medical **emergency** prevents **you** or **your travel companion** from returning to **your** original point of departure as originally planned or if **your emergency** medical **treatment** or that of **your travel companion** requires **your** transfer to a location that is different from **your** original destination, **we** will reimburse expenses for meals, hotel, phone calls and taxis, up to \$150 per day to a maximum of \$1,500. **We** will only pay for these expenses if **you** have actually paid for them and submit the original receipts.

**(f) Bedside Companion Travel and Subsistence** - If **you** are travelling alone and are admitted to a **hospital** for 3 days or more, **we** will pay the economy class or charter fare via the most cost-effective itinerary for someone to be with **you**. **We** will also pay up to \$300 for that person's hotel and meals and cover him/her under this **policy** (all terms, conditions, limitations and exclusions will apply) until **you** are medically fit to return to Canada. **We** will only pay for these expenses if **you** have actually paid for them and submit the original receipts. For an insured child, a bedside companion is available immediately upon **hospital** admission.

**(g) Emergency Paramedical/Professional services** - (must be referred by a **physician**) Care received from a licensed chiropractor, osteopath, physiotherapist or podiatrist, up to \$250 per category of practitioner.

**(h) Major Event Return Home:** In order for **you** to receive up to

\$3,000 that this benefit provides, **you** must: (i) be aware that this benefit is only available while covered under this **policy**; (ii) be aware that there is a limit of one claim per **policy** term per insured.

1. If **you** or **your travel companion**, have been hospitalized for at least 7 consecutive days outside of Canada and upon discharge from the **hospital** through medical evidence **you** are not able to drive back to Canada, **we** will reimburse **you** up to the maximum available under this benefit for eligible expenses for a one way economy airfare back to **your** province or territory of residence, if approved by **us** in advance. **You** must arrange this return **home** within 7 days of discharge from the **hospital**. If **your** vehicle return cost is more than the allowable amount in the Expenses to return **your** vehicle benefit, this benefit will reimburse **you** for any eligible reasonable excess costs **you** may incur, up to the maximum available under this benefit.
2. If one of the following incidents occur during **your period of coverage**, **we** will reimburse **you** for up to the maximum available under this benefit for eligible expenses for economy airfare, if approved by **us** in advance, related to **your** return **home** to **your** province or territory of residence and then back to **your** original destination:

- death of an **immediate family** member in Canada;
- hospitalization of an **immediate family** member for at least 7 consecutive days in Canada; or
- disaster which has made **your** principal residence in Canada uninhabitable or a disaster which has made **your** land based residence at **your** destination outside of Canada, uninhabitable (including trailers and motorhomes)

**You** are not eligible for the **emergency** assistance service benefit (h)2. above if: (i) during the 6-month period prior to **your departure date**, **you** were aware of circumstances that may require **you** to return to Canada prior to **your** scheduled **return date**; or, (ii) during the 6-month period prior to **your departure date**, the **immediate family** member was hospitalized.

## SECTION 4 – EXCLUSIONS FOR EMERGENCY EXPENSES

### **Pre-existing condition exclusion:**

#### **Value and First Class Plans**

1. This **policy** does not cover and no benefit is payable for any claim arising from or related to any **pre-existing condition**:

i) that was not **stable** at any time during the 180 days immediately before the **effective date** unless **you** paid the additional premium required to reduce the **stability** to 90 days; or

ii) that was listed under “Exclusions” on **your policy receipt**; or,

iii) that was listed under “Notes” on **your policy receipt** as an excluded condition; or,

iv) unless **you** have completed a medical questionnaire as part of **your Application for Insurance** and paid the proper premium requested by **us**. **You** will receive a **policy receipt** containing a copy of the answers **you** provided on **your Application for Insurance**.

#### **No Pre-existing Condition Coverage Plan**

2. This **policy** does not cover and no benefit is payable for any claim arising from or related to any **pre-existing condition**.

### **General exclusions:**

This **policy** does not cover and no benefits are payable for any claim arising from or related to:

3. Expenses incurred for medical care or services where travel was undertaken contrary to medical advice or after notice of a **terminal illness** has been given;

4. Expenses incurred for: (i) ongoing or follow up care (unless specifically provided for in this **policy**), rehabilitative care or **recurrence** of a **medical condition** or related condition once **your**

condition has been **treated** and **you** have been discharged from the medical facility where **you** received medical care, unless any further care is specifically approved by **us** in advance; (ii) subsequent **emergency treatment** or hospitalization for a **medical condition** or related **medical condition** for which **you** received **emergency treatment** during **your trip**; (iii) lost or replacement **medication**; eyeglasses, contact lenses or hearing aids; (iv) dental services (other than provided for in this **policy**); (v) services which are not medically necessary; or (vi) **treatment** of varicose veins, gout, arthritis, bursitis, decubitus ulcer (pressure sore) or cataracts;

5. Any **medical condition** whereby information given by **you** or on **your** behalf was false, incorrect, incomplete, or misleading. In that case, **we** will void **your** coverage under this **policy** and refund **your** premium;

6. Transplants including but not limited to cornea transplant, organ transplant or bone marrow transplant, artificial limbs, prosthetic devices (other than a knee or a hip that had been replaced more than 12 months prior to any **departure date**) or implants and any associated charges;

7. Cardiac or heart procedures including but not limited to cardiac catheterization, coronary artery by-pass, coronary angioplasty or surgery, unless approval is specifically given by **us** prior to the procedure being performed;

8. Expenses incurred whereby this **policy** was purchased specifically to obtain **hospital** or medical **treatment** outside Canada whether or not recommended by **your** attending **physician**;

9. Pregnancy; routine pre-natal care; abortion or childbirth; complications of **your** pregnancy or childbirth; expenses incurred by a person not named as an insured on **your Application for Insurance** and shown on **your policy receipt**; an **emergency** arising from or related to a congenital birth defect;

10. Medical expenses incurred as the result of: (i) cancer other than a first time diagnosis; (ii) not following a **physician's** recommended or prescribed therapy or **treatment**; (iii) a mental or emotional disorder or acute psychosis (including stress and anxiety) that does not require admission to a **hospital**; (iv) **your** visit to a medical specialist which was not referred by a general practitioner; or (v) **your** visit to a dermatologist;

11. **Act of war**, invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, **terrorism**, rebellion, revolution, insurrection, civil commotion, assuming the proportions of or amounting to an uprising, military or usurped power;

12. Any medical procedure, hospitalization or ambulance service that was not previously authorized or arranged in advance by **us**;

13. Any **Emergency** Assistance Service not previously authorized or arranged in advance by **us**;

14. Rock or **mountain climbing**; hang-gliding, parachuting, bungee jumping, or skydiving; participating in a motor sport or motor racing; **your professional** participation in an organized sport; scuba diving unless **you** hold an open water diving certificate; or, operating or learning to operate any aircraft, as pilot or crew.

15. Expenses incurred for: (i) **medication** commonly available without prescription, (ii) vaccinations, immunizations, injections or **medication** received on a preventative basis or for the maintenance of a **medical condition**, (iii) contraceptives, fertility drugs, vitamin preparations, general physical examinations or routine medical tests;

16. Committing or attempting to commit suicide or a criminal act; intentional self-inflicted injury; **medication** abuse; an alcohol related illness; **your** being impaired or adversely influenced by **medication**, alcohol or intoxicants;

17. Any unlawful acts committed by **you**, **your immediate family** or **your travel companion**, whether an insured or not;

18. Expenses incurred for the return of **your** vehicle if **you**: (a) pre-booked the return of **your** vehicle, or (b) had purchased round trip air fare;

19. Expenses incurred for: (i) air transportation, (ii) surgery, (iii) magnetic resonance imaging (MRI), computerized axial tomography (CAT), biopsy and other diagnostic tests; unless approval is specifically given by **us** prior to the service, surgery, test, or procedure being performed;

20. Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any possible consequences thereof;

21. Sexually Transmitted Diseases;

22. Any condition for which **you** were hospitalized on **your policy effective date**, if **your policy effective date** is after the date **you** depart Canada;

23. Expenses incurred during any employment or other duties for which **you** received remuneration or benefits;

24. Expenses incurred in Canada for a Single Trip Plan and expenses incurred in **your** province of residence for an Annual Multi-Trip Plan (unless specifically provided for in this **policy**);

25. Any interest, finance or late payment charge;

26. Elective or non-**emergency** medical or dental **treatment**;

27. Expenses incurred: (i) if **you** are not eligible for coverage under this **policy**, as per Section 1 – Eligibility Requirements; (ii) if **you** were under the **age** of one year or 95 years of **age** or older on the **policy effective date**; (iii) if the correct premium was not paid in full;

28. Losses arising out of or resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear materials or by products.

29. Expenses related directly or indirectly or contributed to in any way by COVID-19 or to any other pandemic disease unless **you** have applied for insurance covering COVID-19 and paid the additional premium required to cover COVID-19.

## SECTION 5 – GENERAL CONDITIONS AND LIMITATIONS

The **Application for Insurance**, the **policy receipt**, this **policy** and any riders or endorsements to the **policy** shall form the entire contract. Only **we** have the authority to change the contract or waive any of its terms, conditions, limitations and exclusions or provisions. In the event that the information contained on the **policy receipt** is not the same as the information on the **Application for Insurance**, the original **Application for Insurance** as completed and submitted by **you**, shall be deemed as the factual information.

**Your Application for Insurance** must be received by **us** prior to **your** departure from Canada and submitted with the full and correct premium paid prior to **your trip departure date**. Extensions may be permitted. No coverage will be provided to anyone not named on the **Application for Insurance** and not shown on **your policy receipt**.

On any **departure date**, if: a) the full premium is not received; b) the cheque is not honoured; or, c) credit card charges are declined for any reason; **your policy** coverage will be voided and any claim incurred will be denied.

Any provision of this **policy** which is in conflict with any federal law or provincial or territorial law of **your** province or territory of residence is hereby amended to conform with the minimum requirements of that law, and all other provisions shall remain in full force and effect.

No statement made by **you** or any agent prior to or at the time of **your Application for Insurance** will be considered valid unless such statement has been acknowledged by **us** in writing at that time.

In the event of the total amount of the medical bills exceeding the maximum amount of insurance, **we** will pay all eligible expenses in the order in which the bills were received to the maximum of this **policy**.

In the event that the loss is the result of a motor vehicle incident causing **injury**, no eligible expenses will be paid under this **policy** until benefits available through any motor vehicle insurance have been exhausted.

This **policy** is secondary to all other coverages that are available for payment of **your** claim expenses. If any benefits payable to **you** under this **policy** are in addition to similar benefits payable to **you** by any

other insurer or insurance plan, total benefits paid to **you** by all insurers cannot exceed **your** actual total expenses. If **you** are covered under more than one of **our policies**, the total amount paid to **you** will not exceed **your** actual expenses and the maximum to which **you** are entitled is the largest amount specified for the benefit in any one of **our policies**. If other insurers, for which **you** have coverage, state they are secondary payors also, **we** will co-ordinate payment of benefits, up to 50% of eligible expenses which are available under this **policy** with all insurers which provide **you** benefits similar to those provided under this **policy**, up to a maximum of the largest amount specified by each insurer. **We** have full rights of subrogation. In the event of a payment of a claim under this **policy**, **we** will have the right to proceed, in **your** name, but at **our** expense, against third parties who may be responsible for giving rise to a claim under this **policy**. **You** will execute and deliver documents as necessary and co-operate fully with **us** so as to allow **us** to fully assert **our** rights. **You** will do nothing to prejudice such rights. **We** will not subrogate against any retiree plan benefit if the lifetime maximum limits for all in-country and out-of-country benefits is \$100,000 or less.

#### **Automatic Extension of Coverage:**

If **you**, or **your travel companion** travelling with **you**, is hospitalized on **your policy expiry date** or the last day of coverage on **your** Annual Multi-Trip Plan, **your** coverage will automatically be extended at no additional premium for the period of hospitalization and up to 72 hours after the **emergency** has been declared over or **you** are no longer receiving **emergency** medical **treatment**. In addition, coverage will automatically be extended for 72 hours when **your** common carrier on which **you** are pre-booked as a passenger is delayed due to extreme weather conditions or mechanical failure. **You** must notify **us** of the occurrence immediately and provide documented proof of the cause for the delay that is satisfactory to **us**.

#### **Extension of Coverage:**

Any extension requested will be subject to **our** agreement to extend. If **you** choose to extend **your trip** beyond the **policy expiry date** shown on **your policy receipt** for a reason not covered under this **policy**, **you** must contact **your representative** at least ten (10) days prior to the **policy expiry date** shown on **your policy receipt**.

The conditions for extension are: (i) **you** pay the required additional premium; (ii) all terms, conditions, limitations and exclusions of the **policy** apply during **your** extension period; (iii) **you** remain eligible for coverage under all sections of this **policy**; (iv) a claim has not been reported, incurred or paid; (v) **you** are not aware of any medical problems or symptoms that may require **treatment** during the period of the extension; and (vi) the **recurrence** of a **medical condition** or related condition that has given cause for a claim during the original term of the **policy** will not be covered during any extension period.

**All premiums, benefits, and limits are quoted in Canadian currency unless otherwise specified.** To facilitate direct payment to providers, **we** may elect to pay the claim in the currency of the country where the charges were incurred based on the rate of exchange established by any chartered bank in Canada: (i) on the last date of service, or (ii) where cheques are issued directly to **physicians**, **hospitals** or other medical providers, on the date of issuance.

#### **GENERAL LIMITATIONS**

**Your policy** coverage will be voided, and any claim will be denied if: a) the **Application for Insurance** is not signed or electronically confirmed and dated by **you**; b) **you** are ineligible for coverage in accordance with any section of this **policy**; c) false information was provided to **us**; or, d) **you** have failed to disclose, misrepresented, mislead, or provided false information regarding **your** health and/or lifestyle.

In the event that **you** are found to be ineligible for coverage or that a claim is found to be invalid or benefits are reduced in accordance with 01/10/2020

any **policy** provision, **we** have the right to collect from **you** any amount which **we** have paid on **your** behalf to medical providers or other parties.

Any claim will be denied if, at all times during the 6-month period prior to **your departure date** and while **you** are covered under this **policy**, **you** do not act in a prudent manner so as to minimize costs to **us**.

If **you** have misstated **your** age or misrepresented **your** health or lifestyle information which results in: (i) **your** paying an insufficient premium, or (ii) not being qualified for the plan which **you** have chosen; then **your** coverage under this **policy** will be voided, **your** premium will be refunded and no benefits will be paid for any claim.

If **you** are not covered under Canadian GHIP **you** are required to pay an additional deductible of \$500 U.S. on each claim.

**Limitation of Benefits:** If **you** have an **emergency** medical incident during **your trip**, **your emergency** will be deemed over and benefits for the **medical condition** cease once: (i) **your** condition has been **treated** and **you** have been discharged from the medical facility where **you** received medical care, or (ii) **your** condition is deemed controlled based on the medical evidence and **you** can return to Canada. Once **your emergency** is deemed over, as described above, any ongoing or follow up **treatment** or consultation, rehabilitative care, **recurrence** or complication of that **medical condition**, or related condition, will not be covered under this **policy**.

**We** reserve the right to move **you** to a medical facility of **our** choice or return **you** to Canada prior to any **treatment** or following **emergency treatment** or hospitalization for an **emergency**. If **you** elect not to return to Canada, then any expenses incurred by **you** following this recommendation, will not be covered under this **policy**. If **you** elect to return to Canada for further **treatment** and then after the **treatment** subsequently travel again, any expenses incurred relating to the condition for which **you** were **treated** would not be covered. Notwithstanding any provisions contained herein, this **policy** is subject to the statutory conditions of the Insurance Act applicable to contracts of accident and **sickness** insurance in **your** province or territory of residence. This **policy** is governed by the laws and regulations of the province or territory in Canada in which **you** normally reside. The rights to any eligible benefits under this **policy** cannot be assigned to a third party unless approved by **us**. The laws and regulations of any other country other than Canada will not be considered when a claim is reviewed for payment.

Any legal proceedings with respect to **your** claim must be filed in **your** province or territory of residence within 1 year from the date of occurrence of the claim. If applicable law provides for a longer period, **you** must begin legal proceedings within the period provided by law.

The existence of a **medical condition** for the purposes of determining **your** eligibility or when reviewing a claim under any section of this **policy** will be established using the records and any other information provided by **your physician(s)** whether or not the contents of the records were made fully known to **you** before or after **you** incurred a claim under this **policy**. **You** must grant **us** access to any and all medical records in the event a medical claim has occurred. If **you** have provided any false or misleading information or **you** have failed to disclose information regarding **your** health or lifestyle and after review of **your** medical records it is found that **you** were not eligible for this **policy** or **you** have selected the incorrect plan, **your** coverage under this **policy** will be voided, **your** premium will be refunded and no benefits will be paid for any claim.

**Our** liability under this **policy** is limited solely to the payment of eligible benefits, up to the maximum amount chosen by **you** on **your** application as set out on **your policy receipt**, less any applicable deductible(s) amount as shown on **your policy receipt**, for any loss or expense. **We** do not assume responsibility for the availability, quality, results or outcome of any **treatment** or service, or **your** failure to obtain any **treatment** or service covered under the terms of this **policy**.

**It is a condition of coverage under this policy that you must**

notify us at 416-467-4587 collect or Toll-free North America 855-883-6479 & Mexico 800-062-4315 within 24 hours of any medical or dental treatment. Failure to do so will result in a managed care penalty where you will be responsible for 50% of any gross eligible expenses incurred and the maximum liability under this policy will be limited to \$25,000CDN. You must call unless your condition prevents you from doing so and in this case you must contact us as soon as medically possible or have someone call on your behalf. If you or someone on your behalf does not notify us prior to the arrangement of an Emergency Assistance Service, (as stated in the Benefits Summary), no benefit is payable.

## REFUNDS

**Refunds:** Other than allowed under Notice of Right to Examine Policy, we will only consider other requests for a refund on your Single Trip Plan; (i) if you did not leave on your trip or if you returned early from your trip and no claim in excess of your deductible(s) amount has been incurred or paid or is pending; and (ii) before your period of coverage ends. No claim will be paid if you have received a full or partial refund of premium. Refunds are not available on the Annual Multi-Trip Plan.

You must send a written request with proof of your non-departure, or early return, to your representative.

Requests for premium refund will be considered if the policy is signed and returned to your representative and no claim is paid or pending. A refund will be calculated from the date of receipt of the written notice that was delivered to your representative subject to an administration fee of \$25 per person and a minimum refund amount of \$25 per policy.

### Important Note:

Premium refunds, regardless of method of payment, must be obtained from the representative where coverage was originally purchased.

## SECTION 6 – DEFINITIONS

**act of war:** means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**age or ages:** means your attained age on the effective date.

**Application for Insurance:** means a document which is completed by you or your representative that confirms your personal information as well as the plan coverage chosen by you for which you have paid the full and correct premium. The Application for Insurance forms part of this policy.

**departure date:** means (i) the date on which you leave Canada, for a Single Trip Plan, (ii) the date on which you leave your province of residence, for an Annual Multi-Trip Plan.

**effective date:** means the date your coverage begins, as stated on your Application for Insurance and as shown on your policy receipt.

**expiry date:** means the date your coverage ends, a) as stated on your Application for Insurance and as shown on your policy receipt; or b) the date that you are returned by us to Canada for any medical reason.

**emergency:** means an unforeseen mental or emotional disorder that requires admission to a hospital, a sickness or an injury which occurs during your trip and requires immediate treatment to prevent or alleviate existing danger to life or health. An emergency no longer exists when the medical evidence indicates that you are no longer receiving emergent medical care and are able to be discharged from the medical facility.

**Government Health Insurance Plan (GHIP):** means the coverage that the provincial or territorial governments provide to residents of Canada.

**heart condition:** includes (i) abnormal heart rhythm, arrhythmia, atrial

fibrillation or irregular heartbeat; (ii) pacemaker or defibrillator insertion or replacement; (iii) heart attack (myocardial infarction); (iv) heart transplant; (v) coronary artery disease or angina; (vi) coronary angioplasty or stent insertion; (vii) coronary artery bypass; (viii) heart valve disease, regurgitation or stenosis (mild, moderate or severe); (ix) heart murmur; (x) pericarditis or (xi) cardiomyopathy.

**home:** means your province or territory of normal residence or the place from which you leave on the first day of coverage and to which you are scheduled to return on the last day of coverage.

**hospital:** means a facility that is licensed as a hospital, where in-patients receive medical care, that has a Registered Nurse on permanent duty and that includes a laboratory and operating room. A clinic; an extended or palliative care facility; a rehabilitation establishment; an addiction centre; a convalescence, rest, or nursing home; home for the aged; or health spa is not a hospital.

**immediate family:** means your spouse, natural, step, or adopted children, persons for whom you are the legal guardian, parents, parents-in-law, step-parents, sisters, brothers, sisters/brothers-in-law, sons/daughters-in-law, step-sisters/brothers, grandparents, grandchildren, aunts, uncles, nieces, and nephews.

**injury:** means physical hurt or damage sustained accidentally after the policy effective date and requiring immediate medical treatment.

**lung condition:** includes Chronic Obstructive Pulmonary Disease (COPD), chronic bronchitis, emphysema, pulmonary fibrosis, cystic fibrosis, interstitial lung disease, asbestosis, lung surgery or chronic asthma. (This does not include seasonal allergies or a minor ailment).

**medical condition:** means injury or sickness. For the purposes of establishing stability prior to your departure date, all minor ailments are considered stable.

**medication(s):** means any physician-prescribed drug (whether filled or not) or remedy used in the treatment of disease and the maintenance of health, including new prescriptions, any renewal(s) or refill, insulin, or nitroglycerine (in any form, with or without a prescription). It does not include other drugs and remedies obtained without a prescription, including aspirin (or equivalent), vitamins, minerals and hormone replacement (or therapy).

**minor ailment:** means a non-chronic infection (except for any condition requiring the use of Prednisone or equivalent steroid medication in pill form) which does not require any follow up consultation to any medical provider beyond the initial assessment and includes the use of no more than 2 medications for a maximum of 14 days.

**mountain climbing:** means the ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment.

**period of coverage:** means the period of time that coverage is provided between the policy effective date and policy expiry date, as stated on your Application for Insurance and as shown on your policy receipt.

**physician:** means a medical doctor who is duly licensed in the jurisdiction in which he/she operates and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than yourself or a member of your immediate family.

**policy or policies:** means this policy contract, the Application for Insurance, the policy receipt and any riders or endorsements to the policy shall form the entire contract. Only we have the authority to change the contract or waive any of its terms, conditions or provisions.

**policy receipt:** means the document sent to you confirming the coverage you have selected on your Application for Insurance. The policy receipt forms part of the policy.

**pre-existing condition:** means a medical or physical condition, symptom or complaint, illness or disease, whether diagnosed or not, for which treatment has been received or taken, or which exhibited symptoms, at any time preceding any departure date and includes a medically recognized complication or recurrence of a medical

**condition** but does not include a **minor ailment**.

**professional**: means a person who is engaged in a specific activity and receives remuneration.

**recurrence**: means the appearance of symptoms caused by or related to a **medical condition** which was previously diagnosed by a **physician** or for which **treatment** was previously received.

**rental car**: means a private passenger automobile, SUV, minivan, mobile home, camper truck, or trailer home used during **your trip** exclusively for transporting of passengers other than for hire.

**representative**: means the insurance agent, broker or advisor that accepted **your Application for Insurance** and payment arrangements for this insurance.

**return date**: means the date on which **you** return to Canada.

**sickness**: means an illness, pain and suffering or disease requiring medical **treatment** or hospitalization.

**spouse**: means someone to whom one is legally married, or with whom one has been living in a conjugal relationship for at least one full year before the **policy effective date**.

**stable** or **stability**: means the **medical condition** is not worsening and there has been no alteration in any **medication** (including a new prescription) for the condition or in its usage or in its dosage, a **physician** has not received any test results indicating a deterioration of **your medical condition**, **you** have not been advised by a **physician** that **you** should have a surgical procedure, nor has there been any alteration in **treatment** prescribed or recommended by a **physician** or received within the **pre-existing condition** time period **you** qualify for or have chosen. The following are not considered alterations or changes in **medications**: the change from a brand named **medication** to a generic brand **medication** provided the usage or dosage has not changed; the dosage changes of the regulatory **medications** insulin or Coumadin, Warfarin, Pradaxa, Pradax or Dabigatran.

**terminal illness**: means a **medical condition** for which, prior to **your policy effective date**, a **physician** gave a prognosis of eventual death within 12 months or palliative care was received.

**terrorism**: means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s), or governments(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

**top-up**: means a procedure whereby a **policy** is purchased to extend **your** coverage period and would become effective directly following the expiry of another **policy**.

**travel companion**: means someone who is a named applicant on the **Application for Insurance** and shown on **your policy receipt**.

**treatment, treat** or **treated**: means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a **physician** or other licensed medical practitioner, including but not limited to prescribed **medication**, investigative testing or hospitalization, surgery or recommended action that is related to the condition.

**trip**: if the **trip** is outside of Canada means the period of time outside of Canada between the **departure date** from Canada and the earlier of the **return date** to Canada or **your policy expiry date** and if the **trip** is inside of Canada means the period of time outside of **your** province or territory of normal residence between the **departure date** and the earlier of the **return date** or **your policy expiry date**.

**we, us, our**: means Industrial Alliance Insurance and Financial Services Inc. and their authorized **representative**.

**you, yourself, your**: means the person(s) named as the applicant(s) on the **Application for Insurance** and shown on the **policy receipt**.

## SECTION 7 – CLAIM PROCEDURES

Call **us** for a claim form at 416-467-4587 collect or Toll-free North America 855-883-6479 & Mexico 800-062-4315. In the event that **we** pay any medical expense on **your** behalf for which there is coverage through **your Government Health Insurance Plan (GHIP)**, **we** have full rights to recover any amount due **you**, with respect to these expense(s) paid, from the GHIP.

**Claim Documentation**: Once **your emergency** is over, **you** must submit all claims to **us** within 90 days from the date of loss. Failure to furnish proof of claim within 90 days does not invalidate **your** claim if proof is furnished as soon as reasonably possible and in no event later than 1 year from the date of loss. If applicable law provides for a longer period, **you** must submit **your** claim within the longer period provided for by law. For **your** claim to be valid, **you** must provide all of the documents **we** require to support **your** claim. Failure to complete the required claim and authorization forms in full will delay the assessment of **your** claim. Proof of **departure date** will be required for a **top-up** or an Annual Multi-Trip plan

For general information regarding **your policy**, call **your representative**.

## SECTION 8 – APPEAL PROCEDURES

In the event of a concern with the sales process or an issue about a claim, **you** may request that the circumstances be reviewed. Any new information provided will be taken into consideration and a decision will be given in writing outlining **our** findings based on the terms, conditions, limitations and exclusions of the **policy**. Requests to review **your** particular circumstances must be made in writing no later than 30 days after the date **you** receive **our** decision. Send **your** request for review including the reason for **your** concern and any new information supporting it to:

For appeals, write to: [appeals@ardentassistance.com](mailto:appeals@ardentassistance.com).

For sales issues contact **your** sales **representative**,

For claims e-mail to: [claims@ardentassistance.com](mailto:claims@ardentassistance.com).

Mail claim forms and details to:  
Ardent Assistance Inc.,  
25 Millard Ave. West, 2<sup>nd</sup> Floor  
Newmarket, Ontario, L3Y 7R5

**THIS POLICY IS UNDERWRITTEN BY:**  
Industrial Alliance Insurance and Financial Services Inc.

**THIS POLICY IS ADMINISTERED BY:**  
Travel Insurance Specialists (TIS)