# 2015-2016 SEASON

Administered by: Travel Insurance Specialists (TIS)

# **Due South Plus Medical Plan**

**EMERGENCY TRAVEL HEALTH & ACCIDENT POLICY** 

Underwritten by: Industrial Alliance Insurance and Financial Services Inc.

# Travel Insurance Advisory Please read this Policy carefully before you travel.

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.

Exclusions apply to any accidental injury, sickness, medical condition and/or symptom that existed prior to and/or during your trip. Check to see how this applies in your policy and how it relates to your application date, policy effective date, departure date, and policy expiry date.

In the event of an emergency, your medical history will be reviewed when a claim is reported.

You must notify us at 1-888-803-3324 or 954-308-3905 (collect) within 24 hours of any claim or 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 Schedule of Benefits Summary), no benefit is payable.

#### **IMPORTANT:**

NOTE:

Terms used in this *policy* that have been 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*. In the event of a disagreement or dispute over the definition of 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.

Please read this document carefully.

Failure to comply with the claims procedures set out in Section 7 of this policy will result in loss of rights to, or reduction in, benefits covered under this policy.

# SCHEDULE OF BENEFITS SUMMARY

The maximum amount payable for all

eligible benefits is \$2,000,000 per person

per claim. All claims are subject to a \$300

US deductible unless you have applied

the appropriate premium adjustment or credit to change the *deductible* amount.

# SINGLE TRIP AND ANNUAL MULTI-TRIP *EMERGENCY* MEDICAL BENEFITS *Emergency* Medical Expenses

# MAXIMUM LIMITS UP TO Canadian dollars

- (c) Private Nursing .......\$5,000
  (d) Emergency Dental Due to an Accidental Blow to the Mouth ..........\$2,000

# Emergency Assistance Services

- (a) Expenses to return *your* Vehicle.....\$2,500

- (d) Child Return under *your* care. . . . . . . . . . . . . . . . . . Eligible Expenses
- (f) Bedside Companion Travel . . . . . . . . . . . . . Eligible Expenses
- 24 Hour *Emergency* Medical Assistance

# SECTION 0 – ELIGIBILITY REQUIREMENTS

You must meet the Eligibility Requirements A. to J. 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.

- A. You must be under age 86 on your first departure date.
- B. You must be a Canadian resident and be eligible for a provincial government health insurance plan.
- C. In the past 12 months *you* have NOT been advised by any *physician* that travelling on *your trip* would be medically unsafe or that *you* should not travel on *your trip*.
- D. In the past 12 months you have NOT had a diagnosis of or received treatment for a terminal illness.
- E. In the past 12 months you have NOT required dialysis for kidney disease.
- F. In the past 12 months you have NOT had or used home oxygen for a lung condition.
- G. You do NOT have an Abdominal Aortic Aneurysm (AAA) larger than 3.5 cm (diameter or width).
- H. You do NOT have any aneurysm [other than an Abdominal Aortic Aneurysm (AAA) above] that has not been surgically repaired.
- I. Your most recent coronary artery by-pass, coronary angioplasty or stent insertion was not more than 20 years ago.
- J. In the past 6 months *you* have NOT had a coronary artery by-pass, coronary angioplasty or stent insertion.

This coverage must be applied for prior to leaving *your* province of residence.

IF YOU DO NOT MEET ALL THE ELIGIBILITY REQUIREMENTS A. TO J. ABOVE, YOU ARE NOT ELIGIBLE TO PURCHASE THIS POLICY.

You must be eligible for this insurance according to Section 0 - Eligibility Requirements on page 1. You must choose the correct plan based on your answers to Section 1 – Underwriting Medical Questions for Plan Selection and Section 2– Medical Requirements For Plan Categories as shown below.

- 1. In the past 5 years, have *you* received *treatment* for or taken *medication* for Congestive Heart Failure (CHF)?
- 2. In the past 5 years, have you received treatment for or taken medication for Cardiomyopathy with a Grade IV ventricle or a ventricular ejection fraction of 20% or less?
- 3. In the past 12 months have *you* been hospitalized for 24 or more consecutive hours for a *heart condition* or blood clot(s)?
- 4. In the past 12 months have you received treatment for metastatic cancer?
- 5. In the past 12 months have you been hospitalized for 24 or more consecutive hours for a stroke (CVA/Cerebral Vascular Accident) or mini-stroke (TIA/Transient Ischemic Attack)?
- 6. In the past 12 months have *you* been hospitalized for 24 or more consecutive hours for a *lung condition*?

IF YOU ANSWER YES TO 3 OR MORE OF THE QUESTIONS IN SECTION 1 ABOVE, YOU QUALIFY FOR PLAN E WITH A 75% SURCHARGE. GO TO SECTION 3 - OPTIONS AND ADJUSTMENTS

IF YOU ANSWER YES TO 2 OF THE QUESTIONS IN SECTION 1 ABOVE, YOU QUALIFY FOR PLAN E WITH A 50% SURCHARGE. GO TO SECTION 3 - OPTIONS AND ADJUSTMENTS

IF YOU ANSWER YES TO 1 OF THE QUESTIONS IN SECTION 1 ABOVE, YOU QUALIFY FOR PLAN E. GO TO SECTION 3 - OPTIONS AND ADJUSTMENTS

IF YOU ANSWER NO TO ALL OF THE QUESTIONS IN SECTION 1 ABOVE, CONTINUE TO SECTION 2.

# SECTION 2 - MEDICAL REQUIREMENTS FOR PLAN CATEGORIES

#### Start with PLAN E and work downward.

**PLAN E** – If *you* answer YES to 2 or more of any of the statements in 1. (i) to (v), 2. or 3. below, *you* qualify for Plan E.

**PLAN D** – If *you* answer YES to 1 of any of the statements in 1. (i) to (v), 2. or 3. below, *you* qualify for Plan D.

- 1. In the 5 years prior to *your departure date*, *you* have received *treatment* for, taken *medication* for or had a diagnosis of any of these conditions:
  - (i) heart condition;
  - (ii) stroke (CVA/Cerebral Vascular Accident);
  - (iii) Peripheral Vascular Disease [PVD] (excluding varicose veins and venous stasis):
  - (iv) carotid stenosis [blocked or clogged blood vessel(s) in the neck]; or,
  - (v) an Abdominal Aortic Aneurysm (AAA) that is 3.5 cm or smaller (diameter or width) that has not been surgically repaired.
- 2. You have, in the past 3 months, been a resident in a long-term care facility or in an assisted living facility where you were helped with the activities of daily living (bathing, eating, using a toilet, taking medication(s) or getting into or out of a chair or bed).
- 3. You have had your most recent coronary artery by-pass, coronary angioplasty or stent insertion over 5 years and up to 20 years prior to your departure date.

If you qualify for PLAN D or PLAN E, proceed to SECTION 3 – Options and Adjustments.

**PLAN C** – If *you* answer YES to 1 of any of the statements in 1. (i) to (vi), or 2. below, *you* qualify for PLAN C.

**PLAN D** – If *you* answer YES to 2 or more of any of the statements in 1. (i) to (vi), or 2. below, *you* qualify for PLAN D.

- 1. In the 12 months prior to *your departure date*, *you* received *treatment* for, taken *medication* for or had a diagnosis of any of these conditions:
  - (i) cancer requiring surgery (includes a positive biopsy), chemotherapy, radiation and/or laser therapy (excludes removal of skin lesions);
  - (ii) bowel condition, gastrointestinal bleed, bowel obstruction or bowel surgery;

- (iii) Stage IV Kidney (renal) Failure or a liver condition;
- (iv) dementia (includes Alzheimer's disease);
- (v) diabetes requiring insulin (or any other injectable medication required to control diabetes); or
- (vi) blood clot(s) or mini-stroke (TIA/Transient Ischemic Attack).
- 2. In the 12 months prior to *your departure date*, *you* have been prescribed or taken for more than 21 consecutive days, either Prednisone (includes equivalent steroid *medication*) in pill form for a *lung condition* or Lasix (Novo-semide/Furosemide).

If you qualify for PLAN C or PLAN D, proceed to SECTION 3 – Options and Adjustments.

**PLAN B** – If *you* answer YES to 1 of any of the statements in 1. (i) to (iv), 2., or 3. below, *you* qualify for PLAN B.

**PLAN C** – If *you* answer YES to 2 or more of any of the statements in 1. (i) to (iv), 2., or 3. below, *you* qualify for PLAN C.

- 1. In the 12 months prior to *your departure date*, *you* received *treatment* for, taken *medication* for or had a diagnosis of any of these conditions:
  - (i) diabetes requiring oral medication;
  - (ii) 2 or more episodes of a Urinary Tract Infection (UTI);
  - (iii) kidney stone(s) [unless the stone(s) are no longer present], gallstone(s) [unless the gallstone(s) have been removed] or pancreatitis; or,
  - (iv) lung condition.
- 2. In the 12 months prior to *your departure date*, *you* have been prescribed or taken 3 or more *medications* that modify *your* blood pressure.
- 3. Your last complete medical examination was more than 24 months prior to your departure date.

If you qualify for PLAN B or PLAN C, proceed to SECTION 3 – Options and Adjustments.

**PLAN A** – If *you* are eligible for this insurance and *you* answer NO to all the statements in Section 1 and Section 2, *you* qualify for **PLAN A**.

## SECTION 3 - OPTIONS AND ADJUSTMENTS

## PRE-EXISTING MEDICAL CONDITIONS STABILITY PERIOD.

The definition of a pre-existing medical condition(s): means a medical condition (other than a minor ailment) for which treatment has been taken or received, or which exhibited symptoms prior to any departure date and includes a medically recognized complication or recurrence of a medical condition.

Your pre-existing medical condition stability period is the period of time prior to your departure date that your medical condition must be stable and is specified on your policy receipt.

- Your pre-existing medical condition stability period is 120 days, if you are under age 72 on your first departure date.
- Your pre-existing medical condition stability period is 180 days, if you are age 72 or over on your first departure date.

You can buy down *your pre-existing medical condition stability* period to 7 days by applying the following surcharge to *your* base premium.

- If you are under age 72 on your first departure date, the surcharge will be 30%.
- If you are age 72 or older on your first departure date, the surcharge will be 40%.

# **PLAN CHOICES**

#### **PLAN TYPES**

FOR ALL PLAN TYPES YOU MUST BE ELIGIBLE FOR COVERAGE (AS PER SECTION 0 - ELIGIBILITY REQUIREMENTS) ANY TIME YOU DEPART ON YOUR TRIP.

#### SINGLE TRIP PLAN

The Single Trip Plan: (i) covers *you* for *your* single trip outside of Canada; (ii) is provided to eligible persons up to and including *age* 85; 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 medical condition* period as stated on *your policy receipt*.

#### ANNUAL MULTI-TRIP PLAN

The Annual Multi-Trip Plan covers *you* for an unlimited number of *trips* outside of Canada for a specific number of consecutive days for any *trip*, as chosen by *you* on the *Application for Insurance* and as shown on *your policy receipt*. The Annual Multi-Trip Plan provides coverage for an unlimited number of coverage days while *you* are traveling within Canada but outside *your* province of residence.

The 8 day and 16 day Annual Multi-Trip Plans offer coverage to a person who is under 86 years of age on the Annual Multi-Trip Plan policy effective date, for all Plans. The 32 day

Annual Multi-Trip Plan offers coverage to a person who is under 81 years of age on the Annual Multi-Trip Plan policy effective date for all plans. The 62 day Annual Multi-Trip Plan offers coverage to a person who is under 77 years of age on the Annual Multi-Trip Plan policy effective date for all plans. The Annual Multi-Trip Plan does not offer coverage if it is purchased to top-up another policy.

Out of Canada coverage applies to *trips* that do not exceed the number of consecutive days for any *trip*, as chosen by *you* on the *Application for Insurance* and as shown on *your policy receipt*. 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 for that period by calling **Travel Insurance Specialists at 1-800-563-0314 or 905-830-2928 (collect)**.

In Canada coverage for an Annual Multi-Trip Plan begins on the date *you* depart your province of residence for travel within Canada. Out of Canada coverage for an Annual Multi-Trip Plan begins on the date *you* depart Canada.

Coverage for an 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; (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.

All terms, conditions, limitations and exclusions of this policy apply.

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 from Canada.

### SECTION 3B - EMERGENCY EXPENSES

We will pay for eligible expenses up to the maximum coverage limit as stated on the Schedule of Benefits Summary, less any applicable deductible amount, as stated on your policy receipt, for the actual expenses 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 coverages you may have available to you.

You are responsible for paying the deductible amount as chosen by you and/or stated on your policy receipt, for the covered expenses of each claim. In the event of multiple outpatient claims being incurred during the period of coverage, a \$250US deductible will be applied in addition to any deductible chosen by you, to the second and any subsequent claims. If you have chosen not to claim or the amount of your claim is less than your deductible, then the \$250US will not apply. Original, itemized receipts or invoices are required for all claims.

You must notify us at 1-888-803-3324 or 954-308-3905 (collect) within 24 hours of any claim or 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 Schedule of Benefits Summary), no benefit is payable.

We, in consultation with your physician(s), 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 on medical evidence you are able to be moved without endangering your health. If you elect not to return to your province of residence, 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.

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 your temporary return to Canada will not be covered. Each time you depart Canada you must remain eligible as per Section 0 – Eligibility Requirements.

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

This coverage pays reasonable and customary charges for eligible expenses for:

# **Emergency Medical Expenses**

(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.
- **(e)** Emergency Relief of Dental Pain If you need emergency dental treatment during your trip, we will reimburse you for up to \$300 for expenses for a consultation, xray and/or prescription related to the relief of dental pain. This treatment must be provided by a licensed dentist and receipts must be provided.

# **Emergency Assistance Services**

- (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 can 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 can 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.

# SECTION 4 - EXCLUSIONS FOR EMERGENCY EXPENSES

This policy does not cover and no benefit is payable for any claim arising from or related to:

- 1. Any pre-existing medical condition which was not stable during the pre-existing medical condition stability period prior to any departure date from Canada, as stated on your policy receipt;
- 2. 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;
- 3. 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, (vi) *treatment* of varicose veins, gout, arthritis, bursitis, decubus ulcer (pressure sore) or cataracts;
- 4. Any *medical condition* whereby information given by *you* was false, incorrect, incomplete, or misleading. In that case, *we* will void *your* coverage under this *policy* and refund *your* premium;
- 5. 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 including any associated charges;
- 6. Cardiac procedures including but not limited to cardiac catheterization, coronary bypass, coronary angioplasty or surgery, unless approval is specifically given by *us* prior to the procedure being performed;
- 7. Expenses incurred whereby this *policy* was purchased specifically to obtain *hospital* or medical *treatment* outside Canada whether or not recommended by *your* attending *physician*;
- 8. 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;
- 9. 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* within the *pre-existing medical condition* period; (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; (v) *your* visit to a dermatologist;
- 10. 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;
- 11. Any medical procedure, hospitalization or ambulance service that was not previously authorized or arranged in advance by *us*;

- 12. Any *Emergency* Assistance Service not previously authorized or arranged in advance by *us*;
- 13. Rock or *mountain climbing*; parasailing, zip lining, hang-gliding, parachuting, bungee jumping, or skydiving; participating in a motor sport or motor racing; *your professional* participation in an organized sport; or scuba diving unless *you* hold an open water diving certificate;
- 14. 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;
- 15. Operating or learning to operate any aircraft, as pilot or crew;
- 16. Any unlawful acts committed by you, your immediate family or your travel companion, whether an insured or not;
- 17. 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;
- 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 *you* 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 0 Eligibility Requirements; (ii) if you were under the age of one year or older than 85 years of age on the policy effective date; (iii) if the correct premium was not paid in full; (iv) if you did not qualify for the plan you had chosen;
- 28. Expenses incurred if you are not a permanent resident of Canada or not covered under a Government Health Insurance Plan (GHIP); or,
- $29.\,Losses$  arising out of or resulting from radioactive, toxic, explosive, or other hazardous properties of nuclear materials or by products.

## SECTION 5 – GENERAL CONDITIONS and LIMITATIONS

# **INSURING AGREEMENT**

Subject to *your* meeting the Eligibility Requirements, as stated in Section 0 – Eligibility Requirements, for this *policy* and in consideration for the full and correct premium received, we will insure *you* against 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. If *your Application for Insurance* is not accepted, *you* will receive a full refund of *your* premium paid.

You must notify us at 1-888-803-3324 or 954-308-3905 (collect) within 24 hours of any claim or 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 Schedule of Benefits Summary), no benefit is payable.

Your Application for Insurance must be signed and dated by you prior to your departure from Canada and submitted with the full and correct premium paid prior to your trip departure date. No coverage will be provided to anyone not named on the Application for Insurance and not shown on your policy receipt. Coverage begins at 12:01 AM on your policy effective date and terminates at 11:59 PM on your policy expiry date.

Any change in *your* health status prior to the *departure date* of any *trip* which makes *you* no longer eligible (as per Section 0 - Eligibility Requirements) for this *policy*, which would result in a change in the plan for which *you* qualify or would change the *stability* status of a *pre-existing medical condition* (other than a *minor ailment*), constitutes a material change to *your policy* and *you* must immediately notify Travel Insurance Specialists at 1-800-563-0314 or 905-830-2928 (collect). Failure to contact Travel Insurance Specialists regarding a material change will result in any *claim* made being denied and coverage issued may be voided.

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.

Your policy coverage will be voided, and any claim will be denied if: a) the Application for insurance is not signed 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.

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.* 

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 *accidental 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 pavors 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

**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 your province or territory of residence. 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.

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.

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 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.

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

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.

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.

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 submitted to *us* in writing at that time.

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*.

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 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.

Our liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount on the Schedule of Benefits Summary, less any applicable deductible amount you have chosen, 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.

The payment to a medical provider by *us* for any eligible expense is at *our* option. In the event that *we* choose not to pay the medical facility directly, or they will not accept payment from *us* directly, *we* will reimburse *you* for any eligible expenses that *you* have paid provided that *you* provide a valid original receipt for such services, including original itemized bills, invoices and receipts.

Any legal proceedings with respect to your claim must be filed in *your* province or territory of residence in Canada 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.

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 prebooked 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 **Travel Insurance Specialists at 1-800-563-0314 or 905-830-2928 (collect)** 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) you understand that 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.

**Notice of Right to Examine Policy:** You have 10 days to examine your policy after you receive it. If for any reason during those 10 days you are not satisfied with this policy, return it with your written request for cancellation to:

# Travel Insurance Specialists Box 93060, 1111 Davis Drive, Newmarket, Ontario, L3Y 8K3

Your full premium will be refunded provided you have not left on your trip. The policy will then be cancelled from the policy effective date and will be deemed to have never been in force.

**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* total *deductible* 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:

Travel Insurance Specialists
Box 93060, 1111 Davis Drive, Newmarket, Ontario, L3Y 8K3

**Early return refunds** will be calculated on a pro-rata basis based on the date *you* enter Canada. Proof must be provided as to *your* date of entry to Canada in the way of a customs

date stamp, *your* return air fare ticket, or *your* signature on a credit card receipt from a Canadian business. If none of these are available, the postmark on *your* written request, if mailed, or the date of a faxed request or *your* telephone call is received by Travel Insurance Specialists will be used to calculate any refund. All requests for a refund must be submitted within 30 days of *your* return to Canada. **Under no condition will a refund be made after the** *policy effective date* **for an early return during a coverage extension period.** 

### **SECTION 6 - DEFINITIONS**

accidental injury: means an injury sustained which is caused by external and purely accidental means, directly and independently of all other causes.

act(s) 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 policy effective date.

**Application for Insurance**: means a document which is completed by *you* 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*.

**bowel condition:** includes ulcerative colitis, Crohn's disease, diverticulitis, *chronic* constipation or Irritable Bowel Syndrome (IBS).

chronic: means a medical condition that continues, persists, is episodic or recurrent over an extended period of time. This condition is usually long lasting and does not easily or quickly resolve itself.

**complete medical examination**: means that you have visited a licensed physician where your medical history was updated, any symptoms were diagnosed, and any test(s) requested or proposed were completed and you are aware of the results of such test(s).

*claim or claims*: means any incident where *you* have suffered a loss with or without *our* knowledge, to which charges apply, that is covered under this *policy*.

**deductible:** means the amount of eligible expenses *you* are responsible to pay, prior to any payment made by *us* under this *policy*, as specified on *your policy receipt*.

**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.

emergency or emergencies: means an unforeseen mental or emotional disorder that requires admission to a hospital, sickness or accidental 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(s): includes (i) abnormal heart rhythm (include 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 (including angina); (vi) coronary angioplasty or stent insertion; (vii) coronary artery by-pass; (viii) valvular disease of the heart (include any regurgitation or stenosis (mild, moderate or severe)); (ix) abnormal heart murmur; (x) pericarditis; or (xi) cardiomyopathy.

**home**: means your province or territory of 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.

liver condition: includes Hepatitis C or Cirrhosis.

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

**medical condition**: means accidental 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 viral or bacterial 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 only one *medication* for a maximum of 14 days.

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

**policy 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.

**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 medical condition: means a medical condition (other than a minor ailment) for which treatment has been taken or received, or which exhibited symptoms prior to any departure date and includes a medically recognized complication or recurrence of a medical condition.

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.

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, nor has there been any alteration in treatment prescribed or recommended by a physician or received within the pre-existing medical 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, including but not limited to prescribed medication, investigative testing or surgery.

*trip*: means the period of time between the *departure* date from Canada and the earlier of the *return* date to Canada or *your* policy expiry date.

we, us, our: means Industrial Alliance Insurance and Financial Services Inc.

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

Claim Notification: You must notify us at 1-888-803-3324 or 954-308-3905 (collect) within 24 hours of any claim or 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 Schedule of Benefits Summary), no benefit is payable.

For general information regarding *your policy,* call **Travel Insurance Specialists at 1-800-563-0314.** 

Call *us* for a *claim* form at 1-866-772-5577 or at 905-830-2919 (collect). 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.

Claim Procedure: The payment to a medical provider by us for any eligible expense is at our option. In the event that we choose not to pay the medical facility directly, or they will not accept payment from us directly, we will reimburse you for any eligible expenses that you have paid provided that you provide a valid original receipt for such services, including original itemized bills, invoices and receipts. You will be required to pay your deductible (if any) directly to the provider at the time the claim is incurred for each event of sickness or accidental injury. In the event of a claim under any Annual Multi-Trip Plan, proof of your departure date must be supplied. For questions regarding a claim made on your policy call 1-866-772-5577 or 905-830-2919 (collect).

# 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 sales concerns email: ombudsman@tis.ca
For claims issues email: ombudsman@ccmpclaims.ca
or send a letter to:
Review Committee

c/o Box 93149, 1111 Davis Drive, Newmarket, Ontario, L3Y 8K3