

# Travel Choice 1

## Travel Insurance Policy



**IN THE EVENT OF AN EMERGENCY, CALL OUR ASSISTANCE CENTRE IMMEDIATELY at 1-866-943-6025 in Canada and the United States or call 519-251-7274 collect to Canada where available. Do not assume that someone will contact ACM on your behalf. It remains your responsibility to ensure that ACM has been contacted prior to receiving treatment or as soon as reasonably possible. Failure to do so may limit benefits (see Section V - Limitations and Restrictions)**

### IMPORTANT NOTICE

1. 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 may be subject to certain limitations and exclusions.
2. A *pre-existing condition* exclusion may apply to *medical conditions* and/or symptoms that existed prior to *your* trip. Check to see how this applies in *your* policy and how it relates to *your* departure date, date of purchase or effective date.
3. In the event of a *sickness or injury*, *your* prior medical history will be reviewed after a claim has been reported.
4. *You* are required to contact ACM for prior approval of *treatment*. This policy may limit benefits should *you* fail to do so (see Section V – Limitations and Restrictions).
5. Throughout this policy, words in *italics* have a specific meaning and are defined in SECTION XII - DEFINITIONS.
6. All amounts are in Canadian currency, unless indicated otherwise.
7. If, while *you* are on a covered trip, *you* return to *your* province, territory of residence or Canada for any reason, *you* must contact The McLennan Group Life Insurance Inc. (herein called TMG) to determine how *your* coverage may be affected.

**PLEASE READ THIS POLICY CAREFULLY BEFORE YOU TRAVEL.**

### SECTION I — ELIGIBILITY

The masculine gender in this section is used for the sole purpose of lightening the text.

1. The applicant must meet the following conditions to be eligible for this insurance:
  - a) The applicant must be a Canadian resident and be covered by the government health insurance plan of his Canadian province or territory of residence for the entire duration of his trip.
  - b) The applicant must NOT be travelling against the advice of a *physician* or have been diagnosed with a terminal illness or metastatic cancer. A “terminal illness” means that the applicant has a *medical condition* that is cause for a *physician* to estimate that he has less than six months to live or for which palliative care has been received.
  - c) The applicant must NOT have a kidney disease requiring dialysis.
2. If the applicant is age 55 or over, the following eligibility conditions also apply to him:
  - a) The applicant must NOT have been prescribed or used home oxygen during the 12 months prior to his departure date
  - b) The applicant must NEVER have been diagnosed with AIDS (Acquired Immune Deficiency Syndrome) or HIV (Human Immunodeficiency Virus).
3. The applicant must complete the Application and the Medical Declaration (if applicable) prior to the effective date of insurance.
4. If the applicant’s health changes or does not remain *stable* between the date he completes and submits the application and his effective date, the applicant must review the medical questions on the Medical Declaration with the TMG sales agent to re-assess his eligibility. **If the applicant is no longer eligible for the insurance plan he purchased and he fails to contact TMG, the applicant’s claim will be denied, the Insurer will void the applicant’s policy, and the premium paid will be refunded. This means no benefits will be covered and the applicant will be responsible for all expenses relating to his *sickness or injury*, including repatriation costs.**
5. If the applicant is purchasing a Multi-Trip Annual Plan and his health changes or does not remain *stable* after the effective date, the applicant’s eligibility will not be affected but coverage for his *medical condition* may be excluded (see Section VI - Exclusions, paragraph A - *Pre-existing Condition* Exclusions).

### SECTION II — INSURANCE AGREEMENT

#### A – The Contract

**This contract offers worldwide travel insurance coverage to a maximum of \$5 million** (See Section II, G – Coverage offered). This policy, the application, the Medical Declaration (if applicable), the confirmation of insurance and the rate sheet constitute *your* contract of insurance.

#### B – Plans Offered

##### 1. SINGLE TRIP DAILY PLAN

###### Description

- a) Provides coverage for a single trip.
- b) May be purchased as a Top Up to commence on the day immediately following the expiry date of another insurance plan.
- c) Optional Extensions available (see page 2).
- d) This plan also offers:
  - i. **Canada Plan**
    - Provides coverage for a single trip for travel within Canada only for the entire duration of *your* trip (excluding *your* province or territory of residence).
    - Available for applicants of all ages.
    - Optional extensions are available (see page 2).
    - NOT available as Top Up Insurance.
  - ii. **Non-Underwritten Plan**
    - Provides coverage for a single trip of up to 15 days.
    - Available for applicants age 55 or over.
    - Optional Extensions available (see page 2).
    - NOT available as Top Up Insurance.
- e) If *you* are travelling within Canada, coverage must be purchased prior to departure from *your* province or territory of residence.
- f) If *you* are travelling outside of Canada, coverage must be purchased prior to departure from Canada.
- g) Coverage must be purchased for the entire duration of *your* trip unless topping up another coverage.

**Period of Coverage**

PLAN	AGE	MAXIMUM TRIP DURATION
Single Trip Daily Plan	All ages	Up to 182 days (212 for Ontario Residents)*
Canada Plan	All ages	Up to 182 days (212 for Ontario Residents)*
Non-Underwritten Plan	55+	Up to 15 days

\*Coverage beyond the Maximum Trip Duration (to a limit of 365 days) is permitted providing that you have been granted an extension of your GHIP coverage.

**Effective Date of Coverage** — Coverage begins on the later of: your departure date from your province, territory of residence or Canada; or your effective date as indicated on your confirmation of insurance.

**Termination of Insurance** — This insurance terminates on the earlier of the following dates:

- a) the date you return to your province, territory of residence or Canada; or
- b) the expiry date indicated on your confirmation of insurance.

However, if you return to your province or territory of residence for an unexpected temporary visit prior to your expiry date, provided you have not incurred a claim, your coverage may resume with no additional premium once you leave your province or territory of residence to resume your trip. The number of days of your temporary return will not be refunded or reissued. If during your temporary visit you are treated or you receive treatment for a medical condition (other than a minor ailment), your policy will terminate and you may be eligible for a refund (see Section II, F - Refunds ).

**Optional Extension or Top Up of Coverage**

1. **Optional Extension:** Extensions are available for the Single Trip Daily Plan, including the Canada Plan and the Non-Underwritten Plan (up to a maximum of 15 days). If this insurance is purchased to Top Up an insurance plan other than the Insurer's:
  - a) Coverage must be purchased for the entire number of remaining days of your trip.
  - b) Coverage may be purchased after departure, but before the expiry of prior coverage.
2. **Top Up:** A Top Up is a Single Trip Daily Plan (see B – Plans offered on page 1) that provides coverage for additional days of travel beyond the duration of another insurance plan, commencing on the day after the expiry date of that plan.

The Single Trip Daily Plan can be used as a Top Up to the Multi-Trip Annual Plan, the 40-Day Supplemental Multi-Trip Annual Plan for Public Service Health Care Plan (PSHCP) members, or another insurer's travel insurance plan. **IMPORTANT** - It is your responsibility to ensure that your initial travel insurance contract will authorize the Top Up of its insurance coverage.

- a) Additional coverage may be purchased to Top Up your insurance beyond the trip duration for which you are eligible.
- b) Your additional coverage must be purchased for the entire number of remaining days of your trip.
- c) Coverage may be purchased before or after your departure date but not more than 10 days prior to the expiry date of the existing coverage.
- d) You must pay the required premium prior to the effective date of the Top Up.
- e) Proof of departure may be required.

**Coverage can be extended or topped up providing that:**

- a) A claim has not been made under the initial policy for the specific trip. If a claim has been made, an extension or top up may be granted upon review from the Insurer.
- b) You have not experienced any changes in your health since your effective date or departure date.
- c) You remain eligible for insurance.
- d) The request for the extension is received by phone not more than 10 days prior to the expiry date of your coverage.
- e) The total trip duration outside your province or territory of residence, including the extension, does not exceed the maximum trip duration for which you are eligible.
- f) The required premium is charged to your credit card.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the insured on the purchase date of the extension and using the premium schedule in effect at the time the extension is requested.

**2. MULTI-TRIP ANNUAL PLAN**

**Description**

- a) Provides coverage between the effective date and expiry date as indicated on your confirmation of insurance, for any number of trips up to the allowable trip duration by age in the period of coverage table below.
- b) Offers unlimited number of days for travel within Canada (excluding your province or territory of residence).
- c) Includes up to \$1,000 per policy, per year for Trip Cancellation (available to CARP members only). Refer to Section IV, A - Coverage Offered.
- d) Top Up coverage is available. Refer Section II, B - Optional Extension or Top-Up of Coverage.
- e) Trips must be separated by a return to your province, territory of residence or Canada.
- f) Under the Multi-Trip Annual Plan, you are not required to provide advance notice of the departure and return dates of each trip; however, you will be required to provide evidence of your departure date and return date when filing a claim (e.g. airline ticket or customs/immigration stamps).

**Period of Coverage**

PLAN	AGE	TRIP DURATION OPTIONS
Multi-Trip Annual Plan	0 - 79	9, 16, 30 or 60 consecutive days
	80 +	9 or 16 consecutive days

**Effective Date of Coverage**

- a) Coverage under the Multi-Trip Annual Plan begins on your effective date as indicated on your confirmation of insurance.
- b) Coverage for each trip under the Multi-Trip Annual Plan begins on your departure date as long as coverage is in effect under the Multi-Trip Annual Plan.

**Exception: No coverage is in effect for a trip outside of Canada that commenced prior to the effective date of the Multi-Trip Annual Plan.**

**Termination of Insurance**

- a) Coverage under the Multi-Trip Annual Plan terminates on the day prior to the one-year anniversary of your effective date.
- b) Coverage for each trip under the Multi-Trip Annual Plan terminates on the earliest of:
  - i. the expiry date of your Multi-Trip Annual Plan as indicated on your confirmation of insurance;
  - ii. the date you return to your province or territory of residence; or
  - iii. the date you reach the maximum number of days outside of Canada allowed under the Multi-Trip Annual Plan option you selected, as indicated on your confirmation of insurance.

**Top Up** — The Single Trip Daily Plan can be added as a Top Up to *your* Multi-Trip Annual Plan if *your* trip will be longer than the option selected at the time of application.

A Multi-Trip Annual Plan cannot be used to Top Up another Multi-Trip Annual Plan unless *your* trip begins during the coverage period but extends beyond the expiry date as indicated on *your* confirmation of insurance. Coverage can be obtained by purchasing the Multi-Trip Annual Plan as long as the total trip duration does not exceed the duration of the option *you* selected.

### 3. 40-DAY SUPPLEMENTAL MULTI-TRIP ANNUAL PLAN for the Public Service Health Care Plan (PSHCP) members

#### Description

- a) Provides coverage between the effective date and expiry date for any number of trips of up to 40 consecutive days for travel outside of *your* province or territory of residence.
- b) Benefits provided under this policy are payable in excess of the first \$500,000 payable by *your* primary insurance provider.
- c) May be eligible for a Single Trip Daily Plan Top Up.
- d) *You* must be a member of the Public Service Health Care Plan.
- e) Trips must be separated by a return to *your* province or territory of residence.
- f) Under the 40-Day Supplemental Multi-Trip Annual Plan, *you* are not required to provide advance notice of the departure and return dates of each trip; however, *you* will be required to provide evidence of *your* departure date and return date when filing a claim (e.g. airline ticket or customs/immigration stamps).

#### Effective Date of Coverage

- a) Coverage under the 40-Day Supplemental Multi-Trip Annual Plan begins on *your* effective date as indicated on *your* confirmation of insurance.
- b) Coverage for each trip under the 40-Day Supplemental Multi-Trip Annual Plan **begins** on *your* departure date from *your* province or territory of residence, as long as coverage is in effect.

**Exception: No coverage is in effect for a trip outside of *your* province or territory of residence that commenced prior to the effective date of the 40-Day Supplemental Multi-Trip Annual Plan.**

#### Termination of Insurance

- a) Coverage under the 40-Day Supplemental Multi-Trip Annual Plan **terminates** on the day prior to the one-year anniversary of *your* effective date.
- b) Coverage for each trip under the 40-Day Supplemental Multi-Trip Annual Plan **terminates** on the earlier of:
  - i. the expiry date of *your* 40-Day Supplemental Multi-Trip Annual Plan as indicated on *your* confirmation of insurance;
  - ii. the date *you* return to *your* province or territory of residence; or
  - iii. the date *you* reach the 41st day outside of *your* province or territory of residence as allowed under the 40-Day Supplemental Multi-Trip Annual Plan and indicated on *your* confirmation of insurance.

If *you* require **medical assistance** during the first 40 days of *your* trip, call the PSHCP's assistance company directly. Please consult *your* PSHCP policy for emergency numbers. If *you* require **non-medical assistance** or assistance for benefits not covered by *your* PSHCP policy during the first 40 days of *your* trip (i.e. Trip Cancellation, Interruption, Delay or *Vehicle* Return benefit), call *ACM* at one of the emergency numbers found on *your* confirmation of this insurance.

**Top Up** — The Single Trip Daily Plan may be added to *your* 40-Day Supplemental Multi-Trip Annual Plan for a single-trip. Refer to "Single Trip Daily Plan - Optional Extension or Top-Up Coverage".

#### C – Automatic Extension of Coverage

*Your* coverage will be extended automatically without additional premium upon notifying *ACM*, if *your* return to *your* province or territory of residence is delayed beyond the expiry date of this insurance solely due to one of the following reasons:

1. *Your* return trip is delayed beyond the expiry date of this insurance due to the delayed arrival or departure of a *common carrier* aboard which *you* are scheduled to travel, until the earlier of:
  - a) the date *you* return to *your* province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.
2. The *vehicle* in which *you* are travelling is involved in an accident or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence on or before *your* expiry date of this insurance provided the return journey commences prior to the expiry date of *your* policy, until the earlier of:
  - a) the date *you* return to *your* province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.
3. *You* or *your* travel companion must remain *hospitalized for treatment* of a *sickness* or *injury* beyond the expiry date of this insurance, to a maximum of 365 days or until *you* or *your* travel companion are stable for discharge in the opinion of the Insurer, whichever is earlier, plus five consecutive days thereafter.
4. *You* or *your* travel companion's return is delayed beyond the expiry date of this insurance as a direct result of *sickness* or *injury* for which *you* or *your* travel companion are not *hospitalized*, until the earlier of:
  - a) the date *you* return to *your* province or territory of residence; or
  - b) five consecutive days from the date the insurance coverage would otherwise terminate were it not for the automatic extension.

#### D - Family Coverage

- a) **For applicants age 54 or under** — Offers coverage for the *spouse* and *children* of the *insured* person. In case of divorce, all *insured persons* named on the confirmation of insurance remain covered by the policy until the expiry date. Under the Multi-Trip Annual Plan and the 40-Day Supplemental Multi-Trip Annual Plan, all *insured persons* may travel independently of one another. Family coverage must be purchased for this coverage to be in place.
- b) **For applicants age 55 or over** — Offers coverage for two children and/or grandchildren who are under 16 years of age and travelling with their insured parents (or with insured grandparent(s) in the absence of parents during the trip) when each adult is age 55 or over and covered under a Travel Choice Multi-trip Annual plan. If any of the parents/grandparent(s) are under age 55, family coverage must be purchased.

#### E – Payment of Premium

- a) **Payment by Cash, Cheque or Credit Card** — Coverage is conditional on the payment of *your* premium.

Insurance premiums paid by cash, cheque or credit card are payable in full on or before the effective date of coverage or the renewal date. The policy will not become effective unless the full payment is received. If the premium is insufficient for the period of coverage selected, we will:

  - i. charge and collect any underpayment; or
  - ii. shorten the policy period by a written endorsement if an underpayment in premium cannot be collected.

We will refund any overpayment of premium.
- b) **Overdue Premium** – in case any premium payment is overdue:
  - i. If after the effective date of *your* policy the premium is unpaid, the Insurer will send *you* a notice giving *you* 15 days to make the payment. If payment is not received the Insurer may terminate the policy at the expiry of this 15-day period.
  - ii. In the event of a claim while this policy is in force, if any premium payment remains overdue, the Insurer may deduct the total amount of the outstanding premium from the claim payment.

## F – Refunds

### 1. MULTI-TRIP ANNUAL PLAN

The premium paid is non-refundable after the effective date of coverage.

### 2. SINGLE TRIP DAILY PLAN

- a) A full refund of the premium paid will be made provided that a written request is received by TMG prior to the effective date.
- b) For Top Ups, a full refund of the premium paid will be made provided that a written request is received by TMG prior to the departure date.
- c) The premium paid (less an administration fee of \$25 per insurance policy) may be partially refunded in the event *you* must return to *your* province, territory of residence or Canada prior to *your* scheduled return date, provided no claim has been incurred or reported at any time during *your* trip and/or the return requires a termination of *your* policy.

Requests for refunds must be made in writing within 90 days of *your* policy's expiry date to TMG. If TMG receives satisfactory proof (e.g. airline ticket or customs/immigration stamps) of *your* actual return date to *your* province, territory of residence or Canada, *your* refund will be calculated from that date.

Otherwise, calculation of such refunds will be based on the date of the postmark of *your* written request. Minimum refund is \$10 per insurance policy.

## G – Coverage Offered

Subject to all terms and conditions indicated in this policy, this insurance provides payment for the *reasonable and customary costs* incurred by *you* (less any applicable *deductible*) in case of an *emergency* occurring while *you* are travelling outside *your* province, territory of residence or Canada for the benefits set out in Section IV - Benefits (All Plans). The Insurer will pay such eligible expenses, to a maximum of \$5 million, only in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and *your* Canadian provincial or territorial government health insurance plan.

## SECTION III – Medical Concierge Services Provided by STANDBY MD

**Travel Choice 1 Travel Insurance is pleased to provide with any policy with medical Benefits the additional value-added medical Concierge Services to you when travelling to the U.S., Mexico and the Dominican Republic.** These medical Concierge Services include:

- Physician Telephonic Consultation 24/7 by a qualified physician
- 24/7 same-day coordination and delivery of lost/forgotten prescription maintenance medication, eye glasses or contact lenses and medical supplies
- 24/7 medical referrals to medical specialists, chiropractors, dentists, walk-in clinics, urgent care centres or hospitals for evaluation and medical treatment
- 24/7 access to physician house call visits **in select cities in the U.S., Mexico and the Dominican Republic**
- Physician Co-Ordination to an Emergency Room
- Consulting physician will “fast Track” you through the Emergency Room **in select cities in the U.S., Mexico and the Dominican Republic**
- Consulting physician will communicate with the hospital to ensure continuity of care

To access this service simply call the Assistance Centre using the phone numbers indicated on the wallet card.

Medical Concierge Services provided by the StandbyMD PROGRAM

Disclaimer, Waiver, and Limitation of Liability: StandbyMD is not a medical provider. Medical providers utilized by StandbyMD are not employees, agents, nor in any way affiliated with StandbyMD, beyond accepting StandbyMD's referrals. StandbyMD does not have any control, real or implied, over the medical judgment of participating medical providers, nor their actions or inactions. StandbyMD, upon making referrals under this policy does not assume any responsibility for the availability, quality, results or outcome of any treatment or service, or any policyholder's failure to obtain any treatment or service covered under these terms. Policyholders hereby forever and fully waive all rights against, hold harmless, release and forever discharge StandbyMD and its principals, parents, successors and assigns, of and from any and all claims, demands, actions, causes of action, and suits of any kind, nature, or amount which relate to, or in any way directly or indirectly flowed from the concierge medical services offered by StandbyMD. StandbyMD's liability under these concierge medical services, if any, is limited solely to the amount of payment made to participating medical providers for the services obtained pursuant to StandbyMD's referral. StandbyMD services are provided by healthcare Concierge Services Inc.

**The StandbyMD program is provided by Healthcare Concierge Services, Inc. Manulife Financial and its agents are not responsible for the availability, quality, or results of services provided under the StandbyMD program.**

## SECTION IV – Benefits (All Plans)

In order to be considered eligible expenses, many benefits listed in this section require the prior approval of ACM.

1. **Hospital Accommodation:** Charges up to the semi-private room rate (or an intensive or coronary care unit where *medically necessary*).
2. **Physician Fees:** Medical *treatment* by a *physician*.
3. **Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are authorized in advance by ACM.
4. **Paramedical Services:** Services of a licensed chiropractor, chiropodist, osteopath, podiatrist or physiotherapist, including x-rays, to a maximum of \$300 per profession listed, when approved in advance by ACM.
5. **Prescription Drugs:** Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. Limited to a 30-day supply per prescription, unless *you* are *hospitalized*. This benefit does not cover drugs, serums and injectables needed to stabilize a chronic condition or a *medical condition* which *you* had before *your* trip. To file a claim *you* must supply original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.
6. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance to the nearest *hospital* (also covers local taxi fare in lieu of local ground ambulance).
7. **Medical Appliances:** When approved in advance by ACM, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician*, and required due to a covered *emergency*.
8. **Private Duty Nursing:** The professional services of a registered private nurse (other than an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* and while *hospitalized*, to a maximum of \$5,000 per *insured person*, when approved in advance by ACM.
9. **Emergency Air Transportation:** When approved and arranged in advance by ACM (Refer to Section V - Limitations and Restrictions, #3):
  - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for medical *treatment*;
  - b) transport on a licensed airline with an attendant (when required) for *emergency* return to *your* province or territory of residence for immediate medical attention;
  - c) the fare for additional airline seats to accommodate a stretcher to return *you* to *your* province or territory of residence; or
  - d) up to the cost of a one-way economy airfare to *your* province or territory of residence.

10. **Qualified Medical Attendant:** Fees for a qualified medical attendant (other than an *immediate family member*) to accompany *you* to *your* province or territory of residence when recommended by the attending *physician* and approved in advance and arranged by *ACM*. This includes return economy airfare and overnight lodging and meals (where necessary).
11. **Transportation to Bedside:** When approved in advance by *ACM*, a single round-trip economy airfare from Canada and up to \$150 per day to a maximum of \$1,500 per policy for the cost of meals and commercial accommodation (original receipts are required) will be provided for a person of *your* choice to:
  - a) be with *you* when *you* are travelling alone and have been *hospitalized* for at least seven consecutive days outside *your* province, territory of residence or Canada. *You must* provide written certification from the attending *physician* that the situation is serious enough to warrant the visit. This benefit is provided immediately if *you* are 20 years of age or less; or
  - b) identify the deceased prior to the release of the body, where necessary.
 Furthermore, the person required at bedside, or mandated to identify the deceased will be covered under the same terms and limitations of *your* policy.
12. **Return of Insured Travel Companion:** When approved in advance by *ACM*, the cost of a one-way economy airfare to return *your insured travel companion* to *your* province or territory of residence if *you* are returned under the *Emergency Air Transportation or Preparation and Return of Remains* benefit.
13. **Treatment of Dental Accidents:** *Emergency* dental treatment at trip destination to a maximum of \$2,000 to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face, provided *you* consult a *physician* or a dentist immediately following the *injury*. An *accident* report is required from the *physician* or dentist for claims purposes. This benefit excludes crowns and root canals.
14. **Emergency Relief of Dental Pain:** Up to \$350 per *insured person* for *emergency* relief of dental pain at trip destination. This benefit excludes crowns and root canals.
15. **Meals and Accommodation:** When approved in advance by *ACM*, reasonable, necessary expenses incurred by *you* or an *insured travel companion* for commercial lodging and meals, commercial automobile rental, or taxi transportation and parking fees up to \$150 per day to a maximum of \$1,500 per policy, if a covered *emergency* causes *you* to miss *your* scheduled return or requires that *you* be relocated for *treatment*. To file a claim, *you* must supply original receipts from commercial organizations and a certificate from the attending *physician* to the effect that *you* were unable to travel.
16. **Vehicle Return:** Up to \$3,000 if neither *you*, nor someone travelling with *you*, is able to operate *your* owned or rented *vehicle* during *your* trip due to an *emergency*. Arrangements and payment will be made for the return of the *vehicle* to *your* home in *your* province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for one person to return the *vehicle* when approved and arranged in advance by *ACM*. This benefit does not cover wages lost by the person driving *your vehicle*. Original receipts are required.
17. **Preparation and Return of Remains:** In the event of *your* death, up to a maximum benefit of \$5,000 towards the actual cost incurred for preparation of remains; homeward transportation of the deceased *insured person* to his province or territory of residence; or cremation and/or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit.
18. **Escort of Children (and Grandchildren):** When approved in advance by *ACM*:
  - a) organization, escort and payment up to the cost of a one-way economy airfare for the return of *your insured children* or grandchildren, provided they are under 16 years of age or of any age and have a permanent physical impairment or a permanent mental deficiency; or
  - b) reimbursement of up to \$1,000 for the services of a *caregiver* (other than an *immediate family member*) contracted by *you* for *your insured children* or grandchildren, provided they are under 16 years of age or of any age and have a permanent physical impairment or a permanent mental deficiency, in the event an *insured* parent or legal guardian (on the trip) is medically repatriated or *hospitalized*.
19. **Pet Return:** The return to Canada of *your* accompanying cat or dog, in the event that *you* are *hospitalized* or repatriated during an *emergency*, to a maximum of \$500.
20. **Remote Evacuation:** *Your emergency* evacuation from a mountainous area, the sea, or other such remote location to the nearest, most reasonably accessible medical facility or *hospital*, to a maximum of \$5,000.

The following is only available under the Multi-Trip Annual Plan and the 40-Day Supplemental Multi-Trip Annual Plan for the Public Service Health Care Plan (PSHCP) members.

**Trip Cancellation, Interruption or Delay (Note: Does not apply to Top Ups)**

**A – Coverage offered** — When expenses are incurred as the result of a *sickness, injury* or death of the *insured person, an immediate family member, a travel companion, a travel companion's immediate family member* or a business associate with whom *you* are travelling during the policy period, the Insurer will pay per policy, per year for:

**1. Multi-Trip Annual Plan, up to \$1,000:**

- a) Trip Cancellation:
  - i. The non-refundable portion of *your* deposit paid in advance and irrecoverable from any other source if *you* must cancel a covered trip.
  - ii. The penalty fee charged for the reinstatement of the unused travel points. Refer to D-Exclusions for restriction relating to trips booked with travel points.

**2. 40-Day Supplemental Multi-Trip Annual Plan for the Public Service Health Care Plan (PSHCP) members, up to \$4,000.**

- a) Trip Cancellation:
  - i. The non-refundable portion of *your* deposit paid in advance and irrecoverable from any other source if *you* must cancel a covered trip.
  - ii. The penalty fee charged for the reinstatement of the unused travel points. Refer to D-Exclusions for restriction relating to trips booked with travel points.
- b) Trip Interruption or Delay:
  - i. The non-refundable portion of *your* prepaid accommodation if *you* must interrupt a covered trip already commenced; and
  - ii. The cost to upgrade *your* return ticket to a one-way economy airfare by regular scheduled transportation if *you* must interrupt a covered trip already commenced, or if the return portion of a covered trip is delayed beyond the scheduled return date.

**Note:** This benefit is valid only when the insurance policy is purchased at time of initial deposit or prior to any cancellation penalties being chargeable to *you*.

**B – Restriction** — At the time *you* purchase *your* travel arrangements: *You* must not know or be aware of any reason, circumstance, event, activity or *medical condition* affecting *you, an immediate family member, a travel companion, a travel companion's immediate family member* or a business associate which may eventually prevent *you* from starting and/or completing *your* covered trip as booked.

**C – Pre-existing Condition Exclusions** — This benefit does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. **Any medical condition** which was not *stable* at any time during the 90 days prior to the purchase date of *your* travel arrangements.
2. A heart condition, if **any** heart condition was not *stable* at any time during the 90 days prior to the purchase date of *your* travel arrangements.
3. A lung condition, if:
  - a) **any** lung condition was not *stable*; or
  - b) *you* required *treatment* with home oxygen or have taken oral steroids (e.g. prednisone) for **any** lung condition, at any time during the 90 days prior to the purchase date of *your* travel arrangements.

**Note:** The above exclusions apply to the following persons who are age 60 or over: *you, an immediate family member, a travel companion, a travel companion's immediate family member, or a business associate.*

**D – Exclusions** — This benefit does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. A trip undertaken for the purpose of visiting a sick or injured person when the covered trip is cancelled, interrupted or delayed due to such person's *medical condition* or death therefrom.
2. A return delayed more than 10 days beyond the scheduled date of return, unless *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, or a business associate with whom *you* are travelling during the policy period were *hospitalized* for at least 48 consecutive hours within the 10-day period.
3. Any non-refundable pre-paid travel arrangements when the trip was paid for through a points or rewards program.

**General Exclusions listed in Section VI - Paragraph B - General Exclusions also apply to this benefit.**

**SECTION V — LIMITATIONS AND RESTRICTIONS**

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment** – *ACM* must approve in advance any surgery, invasive procedure, diagnostic testing or *treatment* (including, but not limited to, cardiac catheterization), prior to the *insured* undergoing such surgery, procedure, testing or *treatment*. It remains *your* responsibility to inform *your* attending *physician* to call *ACM* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
2. **Failure to Notify ACM** - In the event of an *emergency* during a covered trip, *you* must call *ACM* immediately, prior to seeking *treatment*. If it is not reasonably possible for *you* to contact *ACM* prior to seeking *treatment*, due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. Failure to do so limits benefits payable to *you*:
  - a) in the event of *hospitalization*, to 80% of eligible expenses, based on *reasonable and customary costs*, to a maximum of \$25,000; and
  - b) in the event of an outpatient medical consultation, to a maximum of one visit per *sickness* or *injury*. *You* will be responsible for payment of any remaining charges.
3. **Transfer or Medical Repatriation** - During an *emergency* (whether prior to admission, during a *hospitalization* or after *your* release from the *hospital*), the Insurer reserves the right to:
  - a) transfer *you* to one of its preferred health care providers; and/or
  - b) return *you* to *your* province or territory of residence, for *treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by the Insurer, the Insurer will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return. *ACM* will make every provision for *your medical condition* when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.
4. **Limitation of Benefits** - Once *you* are deemed medically stable to return to *your* province or territory of residence (with or without a medical escort) either in the opinion of the Insurer or by virtue of discharge from *hospital*, *your emergency* is considered to have ended, whereupon any further consultation, *treatment*, recurrence or complication related to the medical *emergency* will no longer be eligible for coverage under this policy.
5. **Availability and Quality of Care** - The Insurer is not responsible for the availability, quality or results of any *treatment* or transportation, or *your* failure to obtain *treatment* or *hospitalization*.
6. **Benefits Limited to Incurred Expenses** - The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.

**SECTION VI — EXCLUSIONS**

**A – Pre-existing Condition Exclusions**

Plan Category	Pre-existing Condition Exclusion and Period	
	Exclusion	Pre-existing Period
Age 54 or under	1	180 days (90 days for high blood pressure)
	5 a), b), d)	365 days
	5 c)	Ever
<b>Age 55 or over</b>		
Rate Category 6	4	90 days
Rate Category 5	4	90 days
Rate Category 4	1, 2, and 3	180 days (90 days for high blood pressure)
Rate Category 3	1, 2, and 3	180 days (90 days for high blood pressure)
Rate Category 2	1, 2, and 3	365 days (90 days for high blood pressure and 180 days for cancer)
Rate Category 1	1, 2, and 3	365 days (90 days for high blood pressure and 180 days for cancer)
Non-Underwritten Plan	1, 2, and 3	90 days (age 55 to 75)
	4	2 years (age 76 or over)
40-Day PSHCP Supplemental	1, 2, and 3	90 days
Canada Plan	The <i>Pre-existing Condition</i> Exclusions do not apply for the Canada Plan	

The following exclusions are applicable to any *medical condition* *you* have, including any *medical condition* *you* have disclosed on the application (if applicable).

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Any *medical condition* (other than a *minor ailment*) that was not *stable* at any time during the applicable Pre-existing Period prior to each departure date.
2. *Your* heart condition, if **any** heart condition was not *stable* at any time during the applicable Pre-existing Period prior to each departure date.
3. *Your* lung condition, if:
  - a) **any** lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or taken oral steroids (e.g., prednisone) for **any** lung condition, at any time during the applicable Pre-existing Period prior to each departure date.
4. Any *medical condition* (other than a *minor ailment*) for which *you* were *hospitalized*, have been prescribed medication (including prescribed as needed), have taken medication or have undergone a medical or surgical procedure at any time during the applicable Pre-existing Period prior to each departure date.

5. a) **any** lung condition for which *you* required *hospitalization*, the use of home oxygen therapy or *treatment* with oral steroids (e.g. prednisone) at any time during the applicable Pre-existing Period prior to each departure date;
- b) **any** heart condition which was not *stable* at any time during the applicable Pre-existing Period prior to each departure date;
- c) heart failure if *you* have **ever** been diagnosed or *treated* for heart failure; or
- d) **any** of the following conditions if *you* have been diagnosed or *treated* for a **total of three or more** of these conditions at any time during the applicable Pre-existing Period prior to each departure date: any heart condition, any lung condition, high blood pressure, or diabetes *treated* with oral medication and/or insulin.

#### **B – General Exclusions**

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Expenses for which no charge would normally be made in the absence of insurance.
2. Committing or attempting to commit an illegal act or criminal act.
3. *Your* participation in and/or voluntary exposure to any risk from: war or *act of war*, or any service in the armed forces.
4. The misuse, abuse, overdoes, or chemical dependence on medication, drugs, alcohol, or other intoxicant, whether sane or insane.
5. Suicide (including any attempt thereat) or self-inflicted injury whether or not *you* are sane.
6. Radiotherapy or chemotherapy.
7. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *hospitalized*.
8. *Treatment* or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such trip is taken on the advice of a *physician*; or a *sickness, injury* or related condition for which it was reasonable to expect *treatment* or *hospitalization* during *your* covered trip; for which future investigation or treatment was planned before *you* left home; which produced symptoms that would have caused an ordinarily prudent person to seek *treatment* before leaving home; and/or that had caused your physician to advise you not to travel.
9. *Treatment* or *hospitalization* of mother or child(ren) as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date.
10. *Sickness* or *injury* which first appeared, was diagnosed or received *treatment* after the departure date and prior to the effective date of the Single Trip Daily Plan if purchased as a Top Up to another insurer's travel insurance product.
11. Any *medical condition* for which *you* incur a claim after *your* departure date and prior to the effective date of the Top Up or extension, if the Top Up or extension was purchased after *your* departure date.
12. *Treatment*, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such *treatment*. The delay to receive *treatment* in *your* province or territory of residence has no bearing on the application of this exclusion.
13. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by ACM prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
14. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by ACM.
15. *Hospitalization* or services rendered in connection with general health examinations for "check-up" purposes, *treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or *treatment* in connection with drugs, alcohol or any other substance abuse.
16. Non-compliance with any prescribed medical therapy or *treatment* (as determined by the Insurer) or failure to carry out a *physician's* instructions.
17. *Treatment* of a *sickness* or *injury* after the initial medical *emergency* has ended (as determined by ACM).
18. *Emergency* air transportation and/or car rental unless approved and arranged in advance by ACM.
19. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
20. Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV-related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic tests or charges.
21. Participation in:
  - a) any sports as a professional athlete (person who engages in an activity as a paid occupation);
  - b) any competitive motorized sporting events, racing or speed contests.
22. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
23. Services provided by an optometrist or for cataract surgery.
24. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medication (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of a medical *emergency*.
25. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by ACM.
26. Elective and/or cosmetic surgery or *treatment* whether or not for psychological reasons.
27. A medical condition *you* suffer or contract in a specific country, region or area for which Foreign Affairs and International Trade Canada has issued written formal Travel Warning before *your* departure date, advising Canadians to avoid all or non-essential travel to that specific country, region or area. If the Canadian Government issues a travel advisory or formal notice to leave that specific country, region or area, after *your* departure date, *your* medical condition coverage is limited to a period of 10 days from the date the advisory was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion "medical condition" means any *sickness, or injury* that is attributable to the reason for which the travel advisory or formal notice was issued or complications arising from such "*sickness or injury*".
28. Crowns and root canals.
29. Flight accident (unless *you* are travelling as a fare-paying passenger on a commercial airline).
30. A trip outside *your* province or territory of residence on a commercial vehicle for the purpose of delivering goods or carrying a load. This exclusion applies to the driver, the operator, a co-driver, a crew member and any other passenger of the commercial vehicle.
31. An *act of terrorism*. See Section VII – Terrorism Coverage

## SECTION VII – TERRORISM COVERAGE

Where an *act of terrorism* directly or indirectly causes *you* a loss for which benefits would otherwise be payable in accordance with the terms and conditions of this policy, this insurance will provide coverage as follows:

1. For all *Emergency Medical* and *Trip Cancellation and Trip Interruption* insurance coverage, the Insurer will provide benefits to *you* for *your* covered expenses subject to the maximums shown in the benefits of this provision;
2. The benefits payable, as described directly above, is excess to all other potential sources of recovery, including alternative or replacement travel options offered by any supplier of travel service and other insurance coverage (even where such other coverage is described as excess) and will only become available after *you* have exhausted all such other sources.

Any benefits payable pursuant to the Insurer's *emergency* medical and trip cancellation and trip interruption insurance shall be subject to an overall maximum aggregate payable limit relating to all in force travel policies issued by the Insurer including this policy. If total claims otherwise payable for a type of coverage under all travel policies issued by the Insurer, resulting from one or more *acts of terrorism* occurring within an applicable time period, exceeds this maximum aggregate payable limit, then the amount paid on each claim shall be reduced on a prorated basis so that the total amount paid in respect of all such claims shall be the maximum aggregate payable limit. Coverage is only available for up to 2 *acts of terrorism* within a calendar year and the maximum aggregate payable limit for each *act of terrorism* is:

Type of Coverage	Maximum Aggregate for Each Act of Terrorism (CDN\$)
Emergency Medical	\$35,000,000
Trip Cancellation & Trip Interruption	\$2,500,000

If, in the Insurer's judgment, the total of all payable claims under one or more *acts of terrorism* may exceed the applicable limits, *your* prorated claim may be paid after the end of the calendar year in which *you* qualify for benefits.

### Exclusion to this Terrorism Coverage

Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy does not cover any liability, loss, cost or expense of whatsoever nature which is directly or indirectly caused by, results from, arises out of or is in connection with any *acts of terrorism* perpetrated by or is involving the utilization of biological, chemical, nuclear or radioactive means, regardless of any other cause contributing concurrently or in any other sequence to the liability, loss, cost or expense.

## SECTION VIII – INTERNATIONAL ASSISTANCE SERVICES

ACM answers *your* questions 24 hours a day, seven days a week.

**Emergency Call Centre** — No matter where *you* travel, professional assistance personnel are ready to take *your* call. Please consult *your* confirmation of insurance for *emergency* numbers. We can also provide *you* with Canada Direct instructions and codes so that *you* deal only with Canadian telephone operators.

**Referrals** — ACM can refer *you* to a medical provider (*hospitals*, clinics and *physicians*) that is closest to where *you* are staying. With a referral, it is less likely that *you* will have to pay for services out-of-pocket.

**Benefit Information** — Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.

**Case Management** — Our team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, we will help *you* to return to Canada for the care *you* need.

**Urgent Message Relay** — In the event of an *emergency*, we will contact *your travel companion* to keep him/her apprised of *your* medical situation, and we will help *you* exchange important messages with *your* family.

**Interpretation Service** — We can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

**Direct Billing** — Whenever possible, we will instruct the *hospital* or clinic to bill ACM directly.

**Claims Information** — We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

## SECTION IX – CLAIMS PROCEDURES

*You* are responsible for providing all of the information and documents outlined below within 90 days of receiving services, as well as for any charges levied for these documents:

- a) *Your* policy number and the patient's name (married and maiden, where applicable), date of birth and Canadian provincial or territorial government health insurance plan number (including the expiry date or version code, where applicable).
- b) All original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and types of *treatment*, and the name of the medical facility and/or *physician*.
- c) For prescriptions, the original prescription receipts (not cash receipts) from the pharmacist, *physician*, or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.
- d) For a Multi-Trip Annual Plan, proof of the departure date and return date.
- e) A completed and signed Mandate/Authorization Form. A Mandate/ Authorization Form means the form provided to *you* by ACM when notice of claim has been given, which *you* must complete and sign for the purpose of allowing the Insurer to recover payment from any other insurance contract or health plan (group, individual or government).
- f) For out-of-pocket expenses, an explanation of expenses accompanied by original receipts.
- g) If the *Emergency Air Transportation* benefit is used, the unused portion of *your* air ticket.

**Important:** Please note that incomplete documentation will be returned to *you* for completion. Once ACM receives *your* claim, *you* may be required to provide additional information. Failure to submit required information will lead to a delay in processing *your* claim.

Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

Once ACM receives *your* claim, *you* may be required to provide additional information. Any information not provided may lead to a delay in processing *your* claim.

Send all pertinent documents to: Active Care Management, P.O. Box 1237, Station A, Windsor, ON N9A 6P8

Telephone: 1-866-943-6032 (toll free) in Canada and the United States or 519-251-7275 collect where available

## SECTION X — GENERAL PROVISIONS

**Subrogation** — If an *insured person* suffers a loss covered under this policy, the Insurer is granted the right from the *insured person* to take action to enforce all the rights, powers, privileges and remedies of the *insured person* upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to the *insured person*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in the *insured person's* name, and the *insured person* will attend at the place of loss to assist in the action. If the *insured person* institutes a demand or action for a covered loss he shall immediately notify the Insurer so that it may safeguard its rights. The *insured person* shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.

**Other Insurance** — This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province or territory of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage.

All coordination with employee-related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment-related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If *your* lifetime maximum is greater than \$50,000, the Insurer will coordinate benefits only above this amount.

**Misrepresentation and Non-Disclosure** — The completed Application together with the Medical Declaration (if applicable) is essential to the appraisal of the risk by the Insurer and is the basis of and forms part of *your* contract. Any erroneous responses thereon constitute material misrepresentation or concealment relating to an essential component of the contract which renders *your* insurance void. Consequently and following a loss, no claim shall be payable by the Insurer and *you* shall be solely responsible for all expenses relating to *your* claim, including repatriation costs.

The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

**Arbitration** — Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the Canadian province or territory of residence of the *insured*. The parties agree that any action will be referred to arbitration.

**Limitation of Actions** — An action, arbitration or similar proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year (two years in the Northwest Territories, three years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim. If this limitation is invalidly shorter than the limitation prescribed by the laws of *your* province or territory of residence, an action, arbitration or similar proceeding against the Insurer shall not be commenced later than the shortest limitation period prescribed by the laws of that province or territory of residence. The limitation periods stated in this section apply to all plans and benefits of this policy and to all endorsements thereof.

**Applicable Law** — This contract of insurance is governed by the laws of the Canadian province or territory of residence of the *insured*. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.

### Notice On Privacy

*You* hereby consent to the use by the insurer, its agents and administrators, as well as by The McLennan Group ("TMG"), by the Canadian Association of Retired Persons ("CARP"), and by CanAm Insurance Brokers ("CanAm") of the personal and health information *you* disclosed herein and in all documents or information provided in connection with *your* policy/policies of insurance for the purposes cited above. Any of the parties stated above may disclose to each other *your* personal and health information for the purposes cited above.

**Your privacy matters.** The Insurer is committed to protecting the privacy of the information it receives about *you* in the course of providing the insurance *you* have chosen. While the Insurer's employees need to have access to that information, the Insurer has taken measures to protect *your* privacy. The Insurer ensures that other professionals, with whom it works in giving *you* the services *you* need under *your* insurance, have done so as well. To find out more about how the Insurer protects *your* privacy, please read its Notice on Privacy and Confidentiality.

**Notice on Privacy and Confidentiality.** The specific and detailed information requested on *your* application and medical questionnaire is required to process the application. To protect the confidentiality of this information, the Insurer will establish a "financial services file" from which this information will be used to process the application, offer and administer services and process claims. Access to this file will be restricted to those Insurer's employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

*Your* file is secured in the Insurer's offices or those of its administrators or agents. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Affinity Markets, Manulife Financial, P. O. Box 4262, Stn A, Toronto, ON M5W 5T4.

## SECTION XI — STATUTORY CONDITIONS

**The Contract** — The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**Waiver** — The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

**Copy of Application** — The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

**Material Facts** — No statement made by *you* at the time of application for this contract shall be used in defense of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

**Notice and Proof of Claim** — *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:

- a) give written notice of claim to ACM by delivery thereof or by sending it by registered mail to ACM not later than 30 days from the date the claim arises under the contract on account of an *injury* or *sickness*;
- b) within 90 days from the date a claim arises under the contract on account of an *injury* or *sickness*, furnish to ACM such proof of claim as is reasonably possible in the circumstances of the happening of the *injury* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c) if so required by ACM or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *injury* or *sickness* for which claim may be made under the contract.

**Failure to Give Notice or Proof** — Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *injury* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**Insurer to Furnish Forms for Proof of Claim** — The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *injury* or *sickness* giving rise to the claim and of the extent of the loss.

**Rights of Examination** — As a condition precedent to recovery of insurance money under this contract:

a) the claimant shall afford to the Insurer and ACM an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and

b) in the case of death of the *insured*, the Insurer and ACM may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

**When Money Payable** — All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.

**Limitation of Actions** — An action, arbitration or similar proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year (two years in the Northwest Territories, three years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim. If this limitation is invalidly shorter than the limitation prescribed by the laws of the province or territory in which this policy was issued, an action, arbitration or similar proceeding against the Insurer shall not be commenced later than the shortest limitation period prescribed by the laws of that province or territory of residence. The limitation periods stated in this section apply to all plans and benefits of this policy and to all endorsements thereof.

## SECTION XII — DEFINITIONS

**ACM** means Active Care Management, the company appointed by the Insurer to provide medical assistance and claims services related to *your* coverage.

**Act of Terrorism** means any activity occurring within a seventy-two (72) hour period, save and except for an *act of war*, against persons, organizations, property (whether tangible or intangible) or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

- use, or a threat to use, force or violence; or
- commission of, or a threat to commit, a dangerous act; or
- commission of, or a threat to commit, an act that interferes or disrupts an electronic, information or mechanical system;

and the effect or intention of the above is to:

- intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against its conduct or policies;
- intimidate, coerce or instil fear in the civilian population or any segment thereof;
- disrupt any segment of the economy; or
- further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**Act of War** means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

**Caregiver** means a person *you* have entrusted with the care of *your child(ren)* on a permanent, full-time basis and whose services cannot reasonably be replaced.

**Child(ren)** means an unmarried child of the *insured* or his *spouse* who is, at the date of purchase, dependent on *you* for support, is named as an *insured* and is:

- a) under 21 years of age; or
- b) a full-time student who is under 26 years of age; or
- c) of any age with a permanent physical impairment or a permanent mental deficiency.

**Common Carrier** means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

**Deductible** means the amount in U.S. dollars which the *insured person* must pay before any remaining covered expenses are reimbursed under this policy. The *deductible* applies once, per *insured person*, per trip.

**Emergency** means a *medical condition* which occurs suddenly and unexpectedly while on a covered trip and requires immediate *treatment* to alleviate existing danger to live or health. An *emergency* no longer exists when ACM determines that *you* are able to continue the trip or return to *your* province or territory of ordinary permanent residence. Once such *emergency* ends, no further benefits are payable in respect of the condition that caused the *emergency*.

**Hospital** means an institution which is licensed as a *hospital* having medical, diagnostic and surgical services for the care and *treatment* of sick or injured persons on an in-patient basis with registered graduate nurses always on duty and an operating room on the premises where surgical operations are performed by *physicians*, but in no event shall this include a convalescent, rest or nursing home, home for the aged, health spa, a place for the care and *treatment* of drug addicts or alcoholics, or any custodial, educational or any other rehabilitation centre.

**Hospitalized or Hospitalization** means confinement in a *hospital* as defined above.

**Immediate Family Member** means *your* mother, father, sibling, *child*, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

**Injury** means any sudden bodily harm that *you* sustain while *your* policy is in force, that is caused solely and directly by external and purely accidental means, and that is independent of *sickness*.

**Insured, Insured Person, You, Your and Yourself** refers to the person(s) named as the *insured(s)* on *your* confirmation, for which insurance coverage was applied and the appropriate premium has been paid.

**Medical Condition** means *injury* or *sickness*; or complication of pregnancy within the first 31 weeks of pregnancy; or a mental or emotional disorder that requires admission to a *hospital*.

**Medically Necessary** means any service, supply or other matter ordered by a *physician* and which is:

- a) Provided for the diagnosis or direct *treatment* of an *injury* or *sickness*; and/or
- b) Appropriate and consistent with the symptoms and findings or diagnosis and *treatment* of the *insured's* *sickness* or *injury*; and/or
- c) Not experimental or investigative; and/or
- d) Provided in accordance with generally accepted standards of medical practice; and/or
- e) Not possible to delay until *you* return to Canada, or which would prevent *you* from returning to Canada; and/or
- f) Not possible to omit without adversely affecting *your medical condition* or quality of care; and/or
- g) Not solely for *your* convenience or that of a *physician* or surgeon or other licensed healthcare provider; and/or
- h) The most appropriate supply or level of care which can be provided on a cost effective and safe basis.

The fact that the *insured's* attending *physician* prescribes the services or supplies does not automatically mean such services or supplies are *medically necessary* and covered by this policy.

**Minor Ailment** means a *sickness* or *injury* which does not require the use of medication for a period greater than 14 days nor requires more than one follow-up visit to a *physician*, *hospitalization*, referral to a specialist or surgical intervention and which ends at least 30 days prior to *your* departure date. However, a chronic condition or any complications thereof or a condition which require continuous and ongoing medical attention is not considered a *minor ailment*.

**Physician** means a medical practitioner who was at the time of *treatment* currently licensed in the jurisdiction in which he/she practices and who gives medical care within the scope of his/her licensed authority. A *physician* must be a person other than *yourself* or an *immediate family member*.

**Pre-existing Condition** means any *sickness, injury* or symptom that existed before *your* effective date. A *minor ailment* is not considered a *pre-existing condition*.

**Reasonable and Customary Costs** means the amount usually charged for *treatment, services* or supplies to provide an appropriate level of care given the severity of the *sickness* or *injury* being *treated*, that does not exceed the standard fee of other providers in the geographical location where the *treatment, services* or supplies are being provided.

**Sickness** means a disease or disorder of the body which results in loss while this coverage is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *treatment*.

**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 effective date of this insurance.

**Stable** means any *medical condition* (other than a *minor ailment*) for which all of the following statements are true:

- a) there has been no new diagnosis or *treatment*;
- b) there has been no change in *treatment* or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in *treatment* frequency or type; Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (provided that the dosage is not modified);
- c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) there have been no test results showing deterioration;
- e) there has been no *hospitalization* or referral to a specialist (made or recommended) and *you* are not awaiting the results of further investigations for that medical condition.

**Travel Companion** means someone who shares trip arrangements and accommodations with *you*. No more than 3 individuals (including the *insured*) will be considered *travel companions* on any one trip. *Travel Companion* includes *your spouse*.

**Treatment/Treated** means any medical, therapeutic or diagnostic procedure prescribed or performed or recommended by a *physician* including but not limited to *hospitalization, prescribed medication* (including prescribed as needed), investigative testing and/or surgery or other *treatment* directly related to any *sickness, injury* or symptom.

**Vehicle** means any automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, boat, pick-up truck or a mobile home, camper truck or trailer home under 36 feet in length, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your* trip. This definition does not apply to exclusion 30 (see Section VI - Exclusions).

#### **Identification of Insurer**

This Travel Insurance Program is underwritten by The Manufacturers Life Insurance Company and is administered by CanAm Insurance.

Read this policy and *your* confirmation and contact The McLennan Group Life Insurance Inc. immediately regarding any amendments to the coverage purchased. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *ACM*.