

Underwritten by: CUMIS General Insurance Company, a member of The Co-operators group of companies.
Claims Administration and Assistance Services provided by: SelectCare Worldwide Corp.
Managed by: The Destination: Travel Group Inc.

IMPORTANT NOTICE: This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

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 limitations and exclusions.
- Exclusions apply to *accidental bodily injury, sickness and/or medical conditions* that existed prior to and/or during *your trip*. Check to see how this applies in *your* policy and how it relates to *your* date of purchase, *departure date* and effective date.
- In the event of an *emergency*, *your* medical history will be reviewed when a *claim* is reported.

You must notify SelectCare at 416-340-1553 (collect) or 1-866-261-1723 within 24 hours of any *emergency* medical treatment. Failure to do so will result in *your* being responsible for 20% of any eligible expenses incurred unless *your emergency* prevents *you* from calling. **You must call as soon as medically possible or have someone call on *your* behalf.** If *you* or someone on *your* behalf does not call SelectCare prior to the arrangement of an *Emergency Assistance Service* (as stated in Part 3 - Benefits), no benefit is payable.

The Emergency Medical Assistance provides services 24 hours per day, 7 days a week.

IMPORTANT:

Terms used in this policy that have been italicized have specific meanings and are defined in the Definitions section of this policy. Please be sure to refer to them while reviewing this policy.

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

Coverage under this policy is subject to certain terms, conditions, limitations and exclusions.

This insurance provides coverage to a maximum of \$5 million CAD per insured, per *trip*.

Part 1 - Eligibility Requirements

APPLICATION

Your completed application form, including all eligibility and plan classification requirements outlined therein is material to the risk and forms part of this policy.

ELIGIBILITY

You must meet the following conditions to be eligible for this insurance:

- you* must be over the *age* of 14 days, a Canadian resident and be covered by the *government health insurance plan (GHIP)* of *your* Canadian province/territory of residence for the entire duration of *your trip*;
- you* must meet all the eligibility requirements outlined in Part 1 – Eligibility Requirements of the application form and *you* must qualify for one of the plan classifications outlined in Part 3 of the application form.

If *you* do not meet all the eligibility requirements outlined on Page 1 - Part 1 of the application form, *you* are not eligible to purchase *our* Travel Medical Coverage.

Part 2 - Policy Types

SINGLE TRIP PLAN

The **Single Trip Plan** option covers *you* for *your* single *trip* outside of *your* province/territory of residence. *You* must be eligible for coverage, as per Part 1 – Eligibility Requirements on the application form, when *you* depart on *your trip*.

Coverage is provided to eligible persons and can be used to *top up* other plans. All terms, conditions, limitations and exclusions of this policy apply. Coverage begins on the *policy effective date* as specified by *you* on the application form and terminates on the earlier of the *policy expiry date* as specified by *you* on the application form or the date *you* return to *your* province/territory of residence.

ANNUAL MULTI-TRIP PLAN

The **Annual Multi-Trip Plan** option covers *you* for an unlimited number of *trips* outside of *your* province or territory of residence up to the allowable *trip* duration, as chosen by *you* on the application form, during a 12 month period. If *your* health changes after the effective date indicated on *your* Letter of Confirmation, *your* eligibility will not be affected but coverage for that medical condition will be subject to *your* Pre-Existing conditions exclusion.

The Annual Multi-Trip Plan cannot be purchased as a *top up* to another policy. All other terms, conditions, limitations and exclusions of this policy apply.

If *you* wish to be out of Canada for more than the number of days permitted by the plan *you* chose, *you* may purchase additional coverage for that period by calling *your* Broker or Destination: Travel Health Plans at 1-855-337-3532 or 416-499-1900.

Coverage for each *trip* begins on the day *you* leave *your* province or territory of residence and terminates on whichever occurs first:

- the date *you* return to *your* province or territory of residence;
- 11:59 pm on the last day of coverage permitted by the Annual Multi-Trip Plan duration *you* chose;
- 365 days after *your policy effective date* unless *you* have paid the required premium to renew *your* Annual Multi-Trip Plan and are eligible for coverage as per the eligibility and plan qualifications of the application form.

In the event of a claim under any Annual Multi-Trip Plan, proof of date of departure from Canada must be supplied.

All *trips* made under any Annual Multi-Trip Plan must be separated by a 24 hour return to *your* province or territory of residence.

The Annual Multi-Trip Plan also provides coverage for an unlimited number of days within Canada, excluding *your* province/territory of residence.

The maximum number of days for each *trip* outside Canada is as shown on *your* confirmation of coverage, and will be counted starting the date *you* exit Canada. *Trips* within Canada are limited only to the maximum number of days allowed by *your* provincial or territorial health insurance plan.

Part 3 - Benefits

Coverage under this policy is subject to the terms, conditions, limitations and exclusions contained herein and will begin on the *policy effective date* specified on the application form. Coverage will terminate on the earlier of the *policy expiry date* specified on the application form or the date *you* return to *your* province/territory of residence.

We will pay for eligible expenses up to the maximum limit shown in Part 3 - Benefits, less any applicable *deductible* amounts, for the actual expenses related to the medical attention *you* need during *your trip* due to an *emergency*, when these expenses are not covered by *your Government health insurance plan (GHIP)* or any other insurance coverage *you* have in force. If applicable, *you* are responsible for paying the *deductible* amount shown on the application form for the covered expenses of each claim. Original, itemized receipts or invoices are required for all claims.

You must notify SelectCare at 416-340-1553 (collect) or 1-866-261-1723 within 24 hours of any emergency medical treatment. Failure to do so limits benefits payable to:

- a) **in the event of hospitalization, 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, a maximum of one visit per sickness or injury.**

You will be responsible for payment of any remaining charges incurred unless *your emergency* prevents *you* from calling. *You* must call as soon as medically possible or have someone call on *your* behalf.

If *you* or someone on *your* behalf does not call SelectCare prior to the arrangement of an *emergency* assistance service (as stated in Part 3 - Benefits), no benefit is payable.

Following an *emergency*, when medical evidence supports *you* are able to travel without endangering *your* health, SelectCare, in consultation with *your* attending *physician*, reserve the right to transfer *you* to any *hospital* or to return *you* to *your* province/territory of residence prior to any further *treatment*. If *you* refuse to do so, then any continuing costs, incurred after *your* refusal, with respect to such *emergency* will not be covered and all coverage and benefits for that medical condition under this policy will cease.

If *you* elect to return to *your* province/territory of residence for further *treatment* and then travel again, any further expenses incurred relating to the medical condition for which *you* returned will not be covered.

Our policy allows *you* to make a temporary return to *your* province/territory of residence during the *period of coverage*. If *you* receive medical *treatment* during this temporary return to *your* province/territory of residence, any *treatment* relating to that medical condition will not be covered for the remaining *period of coverage*.

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

This coverage also pays for:

EMERGENCY MEDICAL EXPENSES

- (a) **Emergency Medical Services:** Care received from a *physician* in or out of a *hospital* as well as the cost of a *hospital* room (to a maximum of semi-private rates).
- (b) **Medical Appliances:** When approved in advance by SelectCare, the rental or purchase (whichever is less) of a wheelchair, brace, crutch or other medical appliance when prescribed by the attending *physician* and required due to a covered *emergency*.
- (c) **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 approved in advance by SelectCare.
- (d) **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 control a *chronic* condition or a medical condition which *you* had before *your trip*.

- (e) **Emergency Paramedical/Professional Services:** Care received from a licensed chiropractor, osteopath, physiotherapist or podiatrist, up to \$500 per category of practitioner, when referred by a *physician* and approved in advance by SelectCare.
- (f) **Emergency Ambulance Transportation:** Local ground ambulance service to a medical service provider in an *emergency*.
- (g) **Emergency Dental:** *You* are covered for the following dental expenses when required as *emergency treatment*, performed prior to *your* return to *your* province/territory of residence and ordered or prescribed by a licensed dentist:
 - (i) if *you* need dental *treatment* to repair or replace *your* sound natural or permanently attached artificial teeth because of an accidental blow to *your* mouth, *you* are covered to a maximum of \$3,000. This *treatment* must be completed within 90 days following the accident;
 - (ii) if *you* need dental *treatment* for the relief of pain outside *your* province/territory of residence, we will pay up to \$500.
- (h) **Private Duty Nurse:** When approved in advance by SelectCare, the services of a registered nurse, other than a relative, up to a maximum benefit of \$5,000.

EMERGENCY ASSISTANCE SERVICES

All Emergency Assistance Services Must be pre-approved by SelectCare.

- (a) **Expenses to return children under your care:** When approved in advance by SelectCare, we will pay:
 - (i) up to the cost of a one-way economy airfare to transport *your children* or grandchildren to their original point of departure if *you* are admitted to the *hospital* for more than 24 hours or must be medically repatriated due to an *emergency*.
 - (ii) if necessary, the extra cost for a qualified caregiver to escort *your children* or grandchildren to their original point of departure.

The *children* or grandchildren must have been under *your* care during *your trip* and be covered under *your* policy.

- (b) **Expenses to return your vehicle:** Up to \$5,000 for the return of the vehicle to *your* home in *your* province/territory of residence or the nearest appropriate rental agency, if neither *you*, nor someone traveling with *you*, are able to drive *your vehicle* to *your* original departure point as a result of an *emergency*. *Your vehicle* must be returned within 60 days of the claim occurrence date. Benefits will only be payable for one person to return the *vehicle* when it is approved and arranged in advance by SelectCare. This benefit does not cover wages lost by the person driving *your vehicle* and is available for claim only once per insured per *period of coverage*.
- (c) **Emergency Evacuation and Repatriation:** If SelectCare, in consultation with the attending *physician*, request *you* return to *your* province/territory of residence or *your* transfer to another *hospital* for the continuance of *your emergency* medical care we will pay for one or more of the following:
 - (i) Air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for medical *treatment*;
 - (ii) Transport on a licensed airline with an attendant (when required) for *emergency* return to *your* province/territory of residence for immediate medical attention;
 - (iii) The fare for additional airline seats to accommodate a stretcher on a commercial flight;
 - (iv) When required, the return economy class/charter fare of a qualified medical attendant and the attendant's reasonable fees and expenses;
 - (v) Up to the cost of a one-way economy airfare to return *your travel companion* to *your* province/territory of residence;
 - (vi) Up to \$5,000 for search and rescue should *you* be stranded in a mountainous area, the sea or other similar location.
- (d) **Return to Original Trip Destination :** If *you* are returned to *your* province/territory of residence under the **Emergency Evacuation and Repatriation** benefit, and the attending *physician* determines that the *treatment* received in Canada resolved the *emergency*, we agree to reimburse up to a maximum of \$2,500 for a one-way

economy flight to return *you* and one insured *travel companion* to *your* original *trip* destination. The return must occur during the original *period of coverage*.

A subsequent recurrence or complication of the medical condition that resulted in *you* being returned home is excluded under this policy.

- (e) **Subsistence Allowance:** If an *emergency* prevents *you* or *your travel companion* from returning to *your* province/territory of residence 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. 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.
- (f) **Expenses Related to *your* Death:** In the event of *your* death while on *your trip* from a covered risk listed in this policy, we will reimburse *your* estate for the transportation costs to return *your* body home to *your* province/territory of residence (using customary airline procedures), plus:
- (i) up to \$10,000 for the preparation of *your* body and the cost of the transportation container; or
 - (ii) up to \$4,000 to cremate *your* body at the place of death; or
 - (iii) up to \$10,000 for the preparation of *your* body and for *your* burial at the place of death; and
 - (iv) up to \$1,000 for the cost of a one-way economy airfare to return *your travel companion* to *your* province/territory of residence.
- (g) **Bedside Companion Travel and Subsistence:** When approved in advance by Selectcare, a round-trip economy airfare from Canada and up to \$150 per day up to a maximum of \$1,500 for the cost of meals and commercial accommodation (original receipts are required) will be provided for a person of *your* choice to:
- (i) be with *you* when *you* are travelling alone and have been hospitalized for at least 72 consecutive hours (for an insured *child*, a bedside companion is available immediately upon *hospital* admission) outside *your* province/ territory of residence. *You* must provide written certification from the attending *physician* that the situation is serious enough to warrant the visit; or
 - (ii) identify the deceased insured 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.
- (h) **Pet Return:** Up to \$300 will be reimbursed for the cost of returning *your* accompanying dog or cat to Canada, if *you* are returned to Canada under the **'Emergency Evacuation and Repatriation'** benefit.
- (i) **Hospital Allowance:** Reimbursement of up to \$50 per day, to a maximum of \$250, for additional out-of-pocket expenses (i.e. telephone, television rental) when *you* are hospitalized for 48 hours or more as the result of an *emergency*. Expenses must be supported by original receipts.

Part 4 - Exclusions

1. **Pre-existing Medical conditions exclusion:**
- (i) **If *you* qualify for the Premier Plan:** Benefits are not payable for costs incurred due to any *pre-existing medical condition* or related condition (other than a *minor condition*) that was not *stable* at any time during the 90 days prior to the *policy effective date*.

If *you* selected the **Reduced Stability Period Option** coverage is limited to \$150,000 for eligible expenses incurred due to or resulting from *your* medical condition or related condition, other than a *minor condition*, that was *stable* for more than 30 days but less than 90 days.
 - (ii) **If *you* qualify for the Ultra Preferred Plan:** Benefits are not payable for costs incurred due to any *pre-existing medical condition* or related condition (other than a *minor condition*) that was not *stable* at any time during the 180 days (90 days for high blood pressure) prior to the *policy effective date*.

If *you* selected the **Reduced Stability Period Option** coverage is limited to \$150,000 for eligible expenses incurred due to or resulting from *your* medical condition or related condition, other than a *minor condition*, that was *stable* for more than:
If *you* selected Option 1: 90 days but less than 365 days; or
If *you* selected Option 2: 180 days but less than 365 days.
2. Benefits are not payable for costs incurred due to any medical *treatment* that is not an *emergency*, elective, or the consequence of a prior elective procedure.
3. Benefits are not payable for costs incurred for medical care or services where travel was undertaken contrary to medical advice or after notice of a *terminal illness* has been given.
4. Benefits are not payable for costs incurred that exceed the reasonable and customary rate for the area where the *treatment* or services are being performed.
5. Benefits are not payable for costs incurred for ongoing or follow-up *treatment*, rehabilitative care, or the recurrence of a medical condition or related condition once the *emergency* is declared over by the attending *physician*.
6. Benefits are not payable for costs incurred while sane or insane due to:
- (i) *your* emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression; or
 - (ii) *your* suicide, attempted suicide; or
 - (iii) *your* intentional self-inflicted injury.
7. Benefits are not payable for costs incurred for transplants including but not limited to cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges.
8. Benefits are not payable for costs incurred whereby this policy was purchased specifically to obtain *treatment* outside *your* province/territory of residence whether or not recommended by *your* attending *physician*.
9. Benefits are not payable for costs incurred due to any *treatment* which can be reasonably delayed until *you* return to Canada (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by SelectCare.
10. Benefits are not payable for costs incurred due to a recurrence or complication of the *sickness*, injury or medical condition that resulted in *you* being returned to *your* province/territory of residence if *you* elect to resume *your trip* after being returned to Canada.
11. Benefits are not payable for costs incurred due to *treatment* or services that contravene, or are prohibited by legislation under a provincial or territorial hospital/medical plan.
12. Benefits are not payable for costs incurred due to:
- (i) routine pre-natal or post-natal care; or
 - (ii) elective *treatment*; or
 - (iii) pregnancy, childbirth or complications thereof after the 31st week of pregnancy; or
 - (iv) *high-risk pregnancy*; or
 - (v) a *child* born during a *trip*.
13. Benefits are not payable for costs incurred due to loss, death or injury if at the time of the loss, death or injury, evidence supports that the medical condition causing the loss was in any way

contributed to by:

- (i) *your* abuse of alcohol; or
 - (ii) *your* use of prohibited drugs or any other intoxicant; or
 - (iii) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *policy effective date*; or
 - (iv) *your* use of medication or drugs that have not been approved by the appropriate government authority; or
 - (v) *your* misuse of medication.
14. Benefits are not payable for costs incurred due to any:
- (i) *act of war*; or
 - (ii) kidnapping; or
 - (iii) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
 - (iv) riot, strike or civil commotion; or
 - (v) unlawful visit in any country.
15. Benefits are not payable for costs incurred for any *Emergency Assistance Services*, medical procedure, hospitalization or ambulance service that was not previously authorized or arranged in advance by SelectCare.
16. Benefits are not payable for costs incurred due to rock or *mountain climbing*; hang-gliding, parachuting, bungee jumping, or skydiving; participation in a motor sport or motor racing; *your professional* participation in an organized sport; or scuba diving (unless *you* hold an underwater diving certificate).
17. Benefits are not payable for costs incurred resulting from a motor vehicle accident where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance except when such benefits are exhausted.
18. Benefits are not payable for costs incurred due to *your* engagement in manual labour for wages or profit including the operation of transport vehicles; performing employment duties on any aircraft or ship; performing duties in any regular armed forces service.
19. Benefits are not payable for costs incurred due to operating or learning to operate any aircraft, as pilot or crew.
20. Benefits are not payable for costs incurred due to the participation by *you*, a member of *your immediate family* or *travel companion* in:
- (i) protests; or
 - (ii) armed forces activities; or
 - (iii) a commercial sexual transaction; or
 - (iv) the commission or attempted commission of any criminal offence; or
 - (v) the contravention of any statutory law or regulation in the area where the loss occurred.
21. Benefits are not payable for costs incurred in *your* province/territory of residence (unless specifically provided for in this policy).
22. Benefits are not payable for costs incurred for any loss incurred in a city, region, or country when, prior to the *policy effective date*, the Global Affairs Canada of the Canadian Government issued a warning to avoid all travel, or to avoid non-essential travel to that city, region, or country.

Part 5 - General Conditions

Insuring Agreement - Subject to *you* meeting the Eligibility Requirements, as stated in Part 1, and in consideration for the full and correct premium received, we will insure *you* against eligible expenses incurred as the result of an *emergency*, or pay benefits for other covered losses in accordance with the benefits under the heading "Part 3 - Benefits." All benefits and payments are subject to the terms, conditions, limits and exclusions of this policy. The maximum *period of coverage* under this policy shall not exceed 12 consecutive months. Acceptance of the application form and coverage under this policy is at *our* option. If *your* application form is not accepted, *you* will receive a full refund of *your* premium paid.

Your spouse, your blood relations if travelling with you or your substitute decision maker are appointed to act on *your* behalf in the event that, because of an *emergency*, *you* are unable to make the necessary

decisions with respect to *your* health status.

Your application, must be signed and dated by *you* prior to *your departure date* from *your* province/territory of residence 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 form. Coverage begins at 12:01 AM on *your policy effective date* and terminates at 11:59 PM on *your policy expiry date*.

Your policy coverage may be declared null and void if:

- (i) the full and correct premium is not received;
- (ii) the cheque is not honoured;
- (iii) credit card charges are declined for any reason;
- (iv) *you* are ineligible for coverage in accordance with any section of this policy;
- (v) *you* have not completed any required application; or
- (vi) *you* are not eligible for the plan which *you* selected.

No statement made by *you* or any agent prior to or at the time of *your* application will be considered valid unless such statement has been documented and submitted in writing and accepted by *us* at that time.

Our liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount specified herein, less any applicable *deductible* amounts, for any loss or expense. *We* do not assume responsibility for the availability, quality, results or outcome of any *treatment* or service covered under the terms of this policy.

You must, at all times while *you* are covered under this policy, act in a prudent manner so as to minimize costs to *us*.

Any provision of this policy which is in conflict with any federal, provincial or territorial law of *your* province/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, SelectCare 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.

Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the policy, *you* agree to:

- (i) reimburse *us* for all *emergency* medical and *hospital* costs paid under the policy from any amounts *you* receive from a third party responsible for *your* injury or *sickness* whether such amounts are paid under a judgment or settlement agreement;
- (ii) whenever reasonable, initiate a legal action against the third party to recover *your* damages, which include *emergency* medical and *hospital* costs paid under the policy;
- (iii) include all *emergency* medical and *hospital* costs paid under the policy in any settlement agreement *you* reach with the third party;
- (iv) act reasonably to preserve *our* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;
- (v) keep *us* informed of the status of any legal action against the third party; and
- (vi) advise *your* counsel of *our* right to reimbursement under the policy.

Your obligations under this section of the policy in no way restricts *our* right to bring a subrogated claim in *your* name against the third party and *you* agree to cooperate with *us* fully should *we* choose to exercise *our* right of subrogation.

Coordination of Benefits

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to *you*.

Other coverage includes but is not limited to:

- (i) homeowners insurance;
- (ii) tenants insurance;
- (iii) multi-risk insurance;
- (iv) any credit card, third-party liability, group or individual basic or extended health insurance;
- (v) any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

We will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

If *you* are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, we will not coordinate benefits with that provider, except in the event of *your* death.

Misrepresentation and Non-Disclosure - The completed and signed application form (if applicable) is essential to *our* appraisal of the risk 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 *us* 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 *we* determine, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this 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.

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

EXTENSIONS

Automatic Extension of Coverage: If *you*, *your* travel companion or immediate family member traveling with *you* is hospitalized on *your* policy expiry date, *your* coverage will automatically be extended at no additional premium for the period of hospitalization and up to 72 hours after discharge. In addition, coverage will automatically be extended for 72 hours when there is a delay of a common carrier on which *you* are pre-booked as a passenger, extreme weather conditions, or mechanical failure of *your* vehicle. *You* must provide documented proof of the cause for the delay that is satisfactory to *us*.

Optional Extension of Coverage: Any extension granted will be subject to the terms, conditions, limitations and exclusions of the policy, subject to *our* prior approval and, at *our* option, the completion of a Statement of good health (a document that *you* complete to describe *your* current state of health in order to be approved for the coverage extension of *your* policy).

The recurrence of a medical condition(s) or related condition(s), that were present during the original term of the policy will not be covered under this policy during any extension period. If *you* choose to extend *your* trip beyond the policy expiry date shown on the application form for any reason, *you* must contact *your* Broker or Destination: Travel Health Plans at 1-855-337-3532 or 416-499-1900 prior to the policy expiry date shown on the application form and pay the required additional premium by credit card only (subject to *our* minimum premium).

REFUNDS

Refunds: We will only consider requests for a refund if *you* did not leave on *your* trip or if *you* returned early from *your* trip and:

- (a) no claim has been incurred or paid, or is pending; and
- (b) *you* send a written request with proof of *your* non-departure or early return, to Destination: Travel Health Plans, 211 Consumers Rd. Suite 307, Willowdale, Ontario M2J 4G8 before *your* coverage period ends.

No claim will be paid if *you* have received a refund of premium for unused days.

Refunds will be calculated on a pro-rated basis from the date postmarked on *your* written request if mailed, or on the date such faxed request is received by Destination: Travel Health Plans and are subject to a \$25.00 cancellation fee and a minimum refund of \$10.00.

Under no condition will a refund be made after the policy effective date of an Annual Multi-Trip Plan or for an early return during a coverage extension period.

Part 6 - Definitions

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

Act of 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 government(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.

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

Age or ages: *Your* age on the date of application.

Aggregate limit: Means the total number or the maximum value of insured losses resulting from any one accident or event causing loss.

Child or children: An unmarried *child* of the insured or his *spouse* who is, at the date of purchase, dependent on *you* for support and is:

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

Chronic: Means a medical condition that continues or persists over an extended period of time. A *chronic* condition is usually long lasting and does not easily or quickly go away.

Deductible: The amount of eligible expenses *you* are responsible to pay prior to any payment made by *us* under this policy, as chosen by *you* on *your* application form.

Departure date: The date *you* leave *your* province/territory of residence.

Emergency: Means an unforeseen *sickness* or *accidental bodily 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 able to continue *your* trip or return to *your* province/territory of residence.

Government health insurance plan (GHIP): The coverage that the provincial or territorial governments provide to residents of Canada.

Heart condition: Includes heart attack (myocardial infarction), arrhythmia, atrial fibrillation, heart murmur, irregular heart rate or beat, chest pain (angina), congestive heart failure, cardiomyopathy, congenital heart defect or any other condition relating to the heart.

Hospital: 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*, unless referred by SelectCare.

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

Lung condition: Includes *chronic* obstructive pulmonary disease (COPD), asthma, *chronic* bronchitis, *chronic* pneumonia, emphysema, tuberculosis, pulmonary fibrosis. It does not include seasonal allergies.

Minor condition: Describes a *sickness* or injury during the stability period which ended prior to the policy effective date and which did not require:

- (i) *treatment* for a period longer than 15 consecutive days; or
- (ii) more than one follow-up visit to a *physician*; or
- (iii) hospitalization, surgery, or referral to a specialist; and
- (iv) which ended at least 30 days prior to the departure date.

A *chronic* condition or any complication of a *chronic* condition is **not** considered a *minor condition*.

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

Nuclear, chemical or biological: Means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- **Nuclear** means any occurrence causing bodily injury, sickness, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- **Biological agent** means any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Period of coverage: Means the period of time coverage is provided between the *policy effective date* and *policy expiry date*, as stated on your application form.

Physician: 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 another person other than *yourself* or a member of *your immediate family*.

Policy effective date: Means the latest of: a) the date *your* application is approved and accepted by *us*; b) the date *your* coverage begins, as stated on *your* application form; c) each time *you* depart on an insured trip under *your* Annual Multi-trip coverage.

Policy expiry date: Means the date *your* coverage ends, a) as stated on *your* application form; or b) the date that *you* return to *your* province/territory of residence.

Pre-existing Medical condition: Means a medical condition for which *treatment* has been taken or received or which exhibited symptoms prior to *your policy effective date* and includes a medically recognized complication or recurrence of a medical condition.

Prescription Medication: Means medication only obtainable through the written prescription of a *physician* or licensed dentist and only includes those medications ordinarily obtainable by these means in *your* province/territory of residence.

Professional: A person who is engaged in a specific activity as his/her main paid occupation.

Return date: The date on which *you* return to *your* province/territory of residence.

Sickness: Means an illness, pain and suffering or disease requiring medical *treatment* or hospitalization.

Spouse: 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: Describes all medical conditions for which:

- a) there has been no new *treatment*; and
- b) there has been no alteration in any medication for the condition or in its usage or in its dosage, nor any alteration in *treatment* prescribed or recommended by a *physician*; and
- c) there has been no signs or symptoms or new diagnosis; and
- d) there has been no test results showing deterioration; and
- e) there has been no hospitalization; and
- f) there has been no referral to a specialist (made or recommended) and *you* are not awaiting the results of further investigations performed by any medical professional.

The following conditions are not considered *stable*:

- a) any *lung condition* for which in the last 365 days *you* were prescribed or used **prednisone** for a period of more than 10 consecutive days;
- b) any *heart condition* for which in the last 12 months *you* have used nitroglycerin.

The following are considered *stable*:

- a) Routine (not prescribed by a *physician*) adjustment of insulin or coumadin provided it was not first prescribed during the *automatic stability period*.

- b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the *automatic stability period* and there is no change in dosage.
- c) A new medication prescribed solely as a result of a drug manufacturer's discontinuance of the original medication taken.
- d) The decrease or elimination of a medication dosage by a *physician*, provided that it has changed more than 90 days prior to *your policy effective date* and has not had any effect on the stability of *your* medical condition for the 90 days prior to *your departure date*.

Automatic Stability period means:

- (i) **If you qualify for the Premier Plan:** the 90 days prior to the *policy effective date*.
- (ii) **If you qualify for the Ultra Preferred Plan:** the 180 days prior to the *policy effective date* (90 days for high blood pressure).
- (iii) **If you qualify for the Super Preferred Plan or Elite Preferred Plan** the 365 days prior to the *policy effective date* (90 days for high blood pressure).

Terminal illness: Means a medical condition for which, prior to *your policy effective date*, a *physician* gave a prognosis of eventual death within 24 months or palliative care was received.

Top up: A policy purchased to extend *your* coverage period and would become effective directly following the expiry of another policy.

Travel companion: Someone who shares travel arrangements with *you* up to a maximum of three companions.

Treatment, treat or treated: Means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician*, including but not limited to *prescription medication*, surgery or investigative testing that results in a diagnosis of a specific medical condition. Does not include *minor conditions*.

Trip(s): The period of time between the *departure date* from *your* province/territory of residence and the earlier of *your return date* to *your* province/territory of residence or *your policy expiry date*.

Vehicle: Means a private passenger automobile, station wagon, pickup truck or minivan that is used exclusively for the transportation of passengers; and is either owned or rented by *you*. Vehicle also means a motorhome or a camper unit that is either owned or rented by *you* where:

- a) motorhome means a self-propelled vehicle containing living quarters that are an integral part of the vehicle and are not removable; and
- b) camper unit means a specifically constructed unit for living purposes mounted on and removable from a vehicle.

We, us or our: Means CUMIS General Insurance Company, a member of The Co-operators group of companies.

You, yourself or your: Refer to the person named as an applicant on the application form.

Part 7 - Claim Procedures

Claim Notification: In the event of an *emergency* during a covered trip, *you* must call SelectCare immediately, prior to seeking *treatment*. If it is not reasonably possible for *you* to contact SelectCare 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:

- a) in the event of hospitalization, 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, a maximum of one visit per *sickness* or injury.

You will be responsible for payment of any remaining charges incurred unless *your emergency* prevents *you* from calling. *You* must call as soon as medically possible or have someone call on *your* behalf.

If *you* or someone on *your* behalf does not call SelectCare prior to the arrangement of an *Emergency Assistance Service* (as stated in Part 3 - Benefits), no benefit is payable.

Claim Documentation: *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 prescription drugs, the original prescription drug receipts (not cash receipts) from the pharmacist, *physician*, or *hospital* indicating 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 SelectCare when notice of claim has been given, which *you* must complete and sign for the purpose of allowing *us* 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.

Important: Please note that incomplete documentation will be returned to *you* for completion. Once SelectCare 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.

Payment of Benefits: All payments are payable to *you* or on *your* behalf. In case of *your* death, benefits are payable to *your* estate unless another beneficiary is designated in writing to *us*. 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 SelectCare 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:

SelectCare Worldwide - 250 Yonge Street , Suite 2100
Toronto, Ontario M5B 2L7

Part 8 - Limitations and Restrictions

Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment – SelectCare must approve in advance any surgery, invasive procedure, diagnostic testing or *treatment* (including, but not limited to, cardiac catheterization), prior to *you* undergoing such surgery, procedure, testing or *treatment*. It remains *your* responsibility to inform *your* attending *physician* to call SelectCare for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.

Failure to Notify SelectCare Worldwide - In the event of an *emergency* during a covered *trip*, *you* must call SelectCare immediately, prior to seeking *treatment*. If it is not reasonably possible for *you* to contact SelectCare 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:

- a) in the event of hospitalization, 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, a maximum of one visit per *sickness* or injury.

You will be responsible for payment of any remaining charges incurred unless *your* *emergency* prevents *you* from calling. *You* must call as soon as medically possible or have someone call on *your* behalf.

If *you* or someone on *your* behalf does not call SelectCare prior to the arrangement of an *Emergency Assistance Service* (as stated in Part 3 - Benefits), no benefit is payable.

Transfer or Medical Repatriation - During an *emergency* (whether prior to admission, during a hospitalization or after *your* release from the *hospital*), SelectCare reserves the right to:

- a) transfer *you* to one of their preferred health care providers; and/or
- b) return *you* to *your* province/territory of residence, for the medical *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 SelectCare Worldwide along with your treating *physician*, we will be released from any liability for expenses incurred for such *sickness* or injury after the proposed date of transfer or return. SelectCare 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*.

Limitation of Benefits - Once *you* are deemed medically *stable* to return to *your* province/territory of residence (with or without a medical escort) either in SelectCare's opinion 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.

Availability and Quality of Care – We, along with SelectCare, are not responsible for the availability, quality or results of any medical *treatment* or transportation, or *your* failure to obtain medical *treatment* or hospitalization.

Benefits Limited to Incurred Expenses - The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.

Act of Terrorism – Limits on Coverage and Aggregate Limit

When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other policy limits, coverage will be provided as follows:

- a) As a result of any one or a series of *acts of terrorism* occurring within a 72-hour period, the *aggregate limit* payable shall be limited to \$2.5 million for all eligible insurance policies issued by *us*, including this policy.
- b) As a result of any one or a series of *acts of terrorism* occurring in any calendar year, the *aggregate limit* payable shall be limited to \$5 million for all eligible policies administered by SelectCare, including this policy.

The amount payable for each eligible claim under (a) and (b) above are in excess of all other sources of recovery and shall be reduced on a pro rata basis, so that the total amount paid for all such claims shall not exceed the respective *aggregate limit* which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

Part 9 - Privacy Information Notice

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, SelectCare Worldwide, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect your business dealings with and through us

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a Policy or Policy of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes").

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify SelectCare Worldwide. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Policy or Policy holder's, insured's or claimant's file that we establish and maintain in the offices of SelectCare Worldwide. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer.

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer by writing to:

Privacy Officer

SelectCare Worldwide

AZGA Service Canada Inc.

250 Yonge Street, Suite 2100

Toronto, Ontario M5B 2L7

Fax: (416) 340-2707

Questions?

If you have any questions or concerns about products or services, your policy or claim please feel free to contact SelectCare Worldwide any time.

Toll Free: 1-866-261-6718

Collect: (416) 340-7265

Part 10 - Statutory Conditions

Despite any other provision contained in the contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.

In accordance with the Insurance Act, we reserve the right to terminate a contract by giving appropriate notice and refunding the appropriate premium for the unused premium period.

Underwritten by:

CUMIS General Insurance Company
P.O. Box 5065, 151 North Service Road
Burlington, Ontario L7R 4C2

The Contract: Means this policy contract, the application form, letter of confirmation, the medical questionnaire 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.

Waiver - We 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 us.

Copy of Application - We shall, upon request, furnish to you or to a claimant under the contract a copy of the application form.

Material Facts - No statement made by you at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application form or any other written statements and 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 SelectCare by delivery thereof or by sending it by registered mail to SelectCare not later than 30 days from the date the claim arises under the contract on account of an accident or sickness;

- b) within 90 days from the date a claim arises under the contract on account of an accident or sickness, furnish to SelectCare such proof of claim as is reasonably possible in the circumstances of:

- (i) the happening of the accident or the commencement of the sickness, and the loss occasioned thereby;
- (ii) the right of the claimant to receive payment;
- (iii) his or her age, and the age of the beneficiary if relevant; and

- c) if so required, furnish a certificate that is satisfactory to us, as to the cause or nature of the accident 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 accident 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.

Administrator to Furnish Forms for Proof of Claim - SelectCare shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where you have not received the forms within that time you may submit your proof of claim in the form of a written statement of the cause or nature of the accident 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) you shall afford to us an opportunity to examine you when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of your death, we 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 us within 60 days after SelectCare has received proof of claim.

Limitation of Actions - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta, British Columbia, and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Limit on Liability

It is a condition precedent to liability under this policy that at the time of application and on the policy effective date, you are in good health and know of no reason to seek medical attention.