JF Canada Visitor

Policy of Insurance

IN THE EVENT OF AN EMERGENCY OR HOSPITALIZATION, YOU MUST CALL *GROUP MEDICAL SERVICES* IMMEDIATELY

From Canada and U.S., call toll free 1-800-877-3061
From all other locations, call collect (416) 977-2156

Do not assume that someone will contact Group Medical Services on your behalf. It remains your responsibility to ensure that Group Medical Services has been contacted prior to receiving *treatment* or as soon as reasonably possible.

SECTION I IMPORTANT NOTICES

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II- DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy, as *your* coverage may be subject to certain limitations and exclusions.
3. A *pre-existing medical 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 effective date*.
4. In the event of an *accident*, *injury* or *sickness*, *your* prior medical history will be reviewed after a claim has been reported.
5. All amounts are in Canadian currency, unless indicated otherwise.
6. *Your* policy provides assistance for medical emergencies. If *you* experience a medical *emergency*, *you* must notify our assistance centre prior to *treatment* or within 24 hours of receiving *emergency medical treatment* or being admitted to *hospital*. *Your* policy may limit benefits should you not contact the assistance centre.
7. This policy is underwritten by Group Medical Services (GMS). GMS has appointed Johnson Fu Insurance Agency Inc. (the administrator) to provide certain assistance and claims service under this policy.

Please read this policy carefully.

SECTION II DEFINITIONS

Accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in *injury*.

Administrator Company means Johnson Fu Insurance Agency Inc. appointed by the *Insurer* Group Medical Services (GMS) in administering this JF Canada Visitor insurance policy and assisting in claim services.

Application Date means the date that the application is received at the *insurer*'s head office or the office of an authorized agent. Coverage will not be effective until the *insurer* has approved the application and received the appropriate premium.

Child(ren) means an unmarried *child* of the you or your spouse (including step-*child*, adopted *child*, or a *child* from who you have been granted custody pursuant to an Order of the Court) who is chiefly dependent on *you* or *your spouse* for support and maintenance, and who is:

a. over fifteen (15) days of age and under twenty-one (21) years of age on the date of purchase; or
b. a *child* of any age over fifteen (15) days who has a permanent physical impairment or a permanent mental deficiency on the date of purchase.

Country of Origin means the country for which the *insured person* holds a passport. Where the *insured person* holds more than one passport, the *country of origin* will be taken to mean the country that the *insured person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one *country of origin* for the *family*, which will be the *country of origin* declared on the application.

Deductible means the amount (if applicable) in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The *deductible* applies once per *insured* person, per covered trip.

Departure Date means the day *you* leave *your country of origin*, or *departure point*.

Departure Point means the province, territory or country *you* depart from on the first day of *your* intended travel period.

Effective Date means *your* insurance policy commences on the latest of:

a. *your application date*;
b. 12:01 a.m. (local time) on the *effective date* as shown on *your* application or confirmation of insurance; or
c. the specific time and date of *your* arrival in Canada. Proof of *your* date of arrival may be required. Exception: When this policy is purchased prior to leaving *your country of origin* and provided the appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your* plane ticket) for *your* uninterrupted trip to Canada.

Emergency means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a covered trip and that such *medical treatment* cannot be delayed until *your* return to *your country of origin*.

Expiry Date means coverage under this plan terminates on the earliest of:

a. 11:59 p.m. (local time) on the *expiry date* indicated on the application or policy confirmation;
b. 11:59 p.m. (local time) on the date calculated by the *insurer*, due to an incorrect premium payment;
c. the date *you* become eligible for a *government plan* in Canada; or
d. the date and time *you* leave Canada (except when leaving for an eligible temporary trip - please refer to Section V - C - Duration of Coverage).

Family means *you* and/or *your spouse* and *your child(ren)* when *your* names appear on the application or confirmation of insurance. Coverage dates are the same for all *family* members. All *family* members must live at the same address while in Canada.

Government Plan means any plan of insurance provided by or under the administrative control of any government or agency in accordance with any law (other than the Employment Insurance Act of Canada) or any plan providing insurance coverage regulated by any government.

Hospital means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more physicians at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical *treatment* of a *sickness* or *injury* in the acute phase, or active *treatment* of a chronic *sickness*; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, nor a facility operated exclusively for the *treatment* of persons who are mentally ill, aged, drug or alcohol abusers.

Hospitalization or **Hospitalized** means an *insured* who occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

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

Insurer means Group Medical Services (GMS).

Injury means an unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a covered trip and which requires immediate *emergency treatment* that is covered by this policy.

Insured, **Insured Person**, **You**, **Your** and **Yourself** means the eligible person(s) named in the application attached to and forming part of the policy, who have paid the required premiums for the covered period stated in the application and meet all of the Conditions of the policy.

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. *Medical treatment* includes hospitalization, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other *treatment* directly related to the *sickness*, *injury* or symptom.

Medically Necessary in reference to a given service or supply means such service or supply:

a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
b. is not experimental or investigative in nature;
c. cannot be omitted without adversely affecting *your* condition or quality of medical care; and
d. cannot be delayed until *your* return to *your country of origin*.

Period of Coverage means the number of days of coverage for which a premium has been paid and for the dates indicated on *your* application.

Physician means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery 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 Medical Condition(s) means any medical condition, *sickness* or *injury* for which at any time prior to the *effective date*, *you* have experienced symptoms, *you* have received medical care, advice, investigation or *medical treatment*, *you* have been hospitalized, *you* have been prescribed (including prescribed as needed) or have taken medication, or *you* have undergone a medical surgical procedure.

Reasonable and Customary Costs means costs that are incurred for approved, eligible medical services or supplies and that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same *treatment* of a similar *sickness* or *injury*.

Return Date means the date on which *you* are scheduled to return to *your departure point*, as shown on *your* application.

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 *medical treatment*.

Spouse means the person to whom *you* are legally married or with whom *you* have been residing for at least the last 12 months.

Stable means:

1. Any medical condition which is under *treatment* and has been controlled by diet or consistent use of medication prescribed by a *physician* for which in the one hundred twenty (120) days prior to the *effective date*:
   a. There have been no new symptoms, more frequent or more severe symptoms;
   b. There has been no change in *treatment* (a reduction or elimination of *treatment* resulting from an improved health condition, approved by a *physician*, does not constitute a change in *treatment*);
   c. There has been no change in medication or dosage (a reduction in dosage or an elimination of medication resulting from an improved health condition, approved by a *physician*, does not constitute a change in medication or dosage);
   d. There has been no deterioration of *your* medical condition;
   e. There has been no *hospitalization* or referrals to a specialist including initial follow-up visits, tests or investigations booked in conjunction with a medical condition or symptom;
   f. There is no further testing, *treatment* or investigation booked or results pending;
   g. *You* have not experienced a symptom that remains undiagnosed;
   h. No further *medical treatment* after departure would be anticipated.
2. A medical condition that existed more than 120 days prior to the *effective date* and which did not require *treatment*, as determined by a *physician*, during the 120 days prior to the *effective date* of this policy.

Sum Insured means the maximum sum payable (either $10,000, $15,000, $25,000, $50,000, $100,000, $150,000) that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

Surgeon means a *physician* who practices surgery.

Treatment means any medical, therapeutic or diagnostic measure prescribed or recommended by a *physician* in any form including prescription medication, investigative testing, hospitalization, surgery or other prescribed or recommended *treatment* directly referable to the condition, symptom or problem.

SECTION III ELIGIBILITY

To be eligible for coverage under this plan, the applicant must:

a. be at least 15 days old on the date of purchase; and have been discharged from *hospital* for at least 48 hours prior to coverage;
b. hold a Canadian work visa or student visa;
c. be a Canadian or landed immigrant not covered by a *government plan* in Canada; or
d. be a visitor to Canada.

SECTION IV BENEFITS

Coverage Offered

This plan provides coverage for the *reasonable and customary costs* incurred by you in case of *emergency* occurring while in Canada or while on a temporary visit to another country (other than *your country of origin*) provided you spend at least 51% of *your* covered trip's duration in Canada.

The *insurer* will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the *government plan* in *your* province or territory of residence for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the *sum insured* insofar as such services are *medically necessary*. Benefit limits are per *insured* person, per trip including any extensions.

Deductible: For *insured* persons age 85 or younger, there is no *deductible* unless you selected $50 *deductible* option. A *deductible* of $500 applies to *insured* persons age 86 or older. *The deductible* applies per *insured* person, per trip.

For expenses to be eligible, the *emergency treatment* for a sudden or unexpected *sickness* or accidental *injury* and the necessary diagnosis and *treatment* must occur within the *period of coverage* of this policy.

Eligible expenses include

1. **Hospitalization**: *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for *emergency* care during hospitalization.
2. **Physician Charges**: *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 or biopsies, unless necessary in a medical emergency and approved by the *insurer* prior to any actions.
4. **Private Duty Nursing**: Expenses for the professional services of a registered nurse (non- *family* member) for private duty nursing while *hospitalized* during an acute *emergency sickness* or *injury*, when ordered by the attending *physician* and pre-approved by the *insurer*.
5. **Ambulance Services**: When reasonable and *medically necessary*, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest *hospital*.
6. **Prescription Drugs**: Up to $500, limited to a 30-day supply per prescription, unless you are hospitalized, 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*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.
7. **Medical Appliances**: When prescribed by a *physician* and approved in advance by the *insurer*, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.
8. **Paramedical Services**: Expenses, up to a maximum of $500 per practitioner, for the *emergency* services of an osteopath, physiotherapist, chiropractor, chiropodist and/or podiatrist provided such *treatment* is prescribed by a *physician*.
9. **Acupuncture Treatment**: When a 365-day policy is purchased, up to a maximum of $500 for acupuncture treatments. Treatments must be performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not have a DIN number. (Please refer to SECTION VII - EXCLUSIONS #13.)
10. **Treatment of Dental Accident**: *Emergency* dental *treatment* to a maximum of $3,000 to repair or replace sound natural teeth or repair dentures or other dental devices as result of an accidental blow to the face. You must consult a *physician* or a dentist immediately following the *injury*. *Treatment* must take place before you return to *your country of origin*. An *accident* report is required from the *physician* or dentist for claims purposes.
11. **Emergency Relief of Dental Pain**: *Emergency treatment* for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of $500 during the coverage period.
12. **Air Flight Accident**: Up to the *sum insured* in case of death as a result of an *injury* sustained during the *period of coverage* while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same *accident* exceed $300,000, the *insurer*'s liability for that *accident* is limited to $300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under a JF Canada Visitor policy underwritten by the *insurer*.
13. **Repatriation**: When approved in advance and arranged by the *insurer*. (Please refer to SECTION VI LIMITATIONS AND RESTRICTIONS # 7 - Transfer or Medical Repatriation.)
    a. up to the cost of a one-way economy airfare to return you to *your country of origin*; or
    b. the fare for additional airline seats to accommodate a stretcher or medical attendant, to return you to *your country of origin*.
14. **Preparation and Return of Remains**: In the event of death, up to a maximum of $10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her country or origin; or up to a maximum of $4,000 for 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.
15. **24- Hour Travel Assistance Services**:
    a. Coordination of all medical care, transportation and repatriation;
    b. Telephone interpretation services in most languages;
    c. Monitor progress during *treatment* and recovery by managed care.

SECTION V COVERAGE

A - The Contract

1. This contract offers coverage up to the *sum insured* selected.
2. The *insurer* reserves the right to decline any application or any request for an extension of coverage.
3. Only one policy can be issued to you and all premiums paid for any additional policy will be returned to you. When more than one policy of this form is issued by the *insurer* and is in force with respect to you at the time of claim, only one such policy, the earliest by *effective date*, will apply.

B - Coverage Begins and Ends:

1. Coverage begins on the *effective date* of the insurance. There are waiting periods as noted in SECTION V- Coverage, item 3a, 3b, 3c.
2. Coverage ends on the *expiry date.*

C - Duration of Coverage

1. The maximum *period of coverage* under this plan (including any extension(s)) is 365 days for persons up to age 85 inclusively, and 180 days for persons age 86 years old or older. No coverage is available in excess of these periods either by extension, renewal or new policy for any *insured*, unless pre-approved by the *insurer*.
2. A temporary visit to another country as part of *your* covered trip must:
   a. originate and terminate in Canada; and
   b. not exceed 49% of *your* covered trip's duration.

   A temporary visit to *your country of origin* is not covered.
3. Waiting Period - When coverage is purchased any time after *your* arrival in Canada:
   a. If you are age 86 or older, then in respect of any *sickness*, you will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 15 days following the *effective date* of this policy.
   b. If you are age 85 or under, then in respect of any *sickness*, you will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 48 hours following the *effective date* of this policy.
   c. The waiting period may be waived if this policy:
      i. is purchased on or prior to the *expiry date* of an existing policy already issued by the *insurer* to take effect on the day following such *expiry date*, provided no increase in the aggregate policy limit (Sum Insured Option) or rate schedule change is applied for;
      ii. The *insurer* specifically waives or modifies the waiting period in writing; or
      iii. If you have coverage with another insurer during the first part of *your* trip in Canada, and you are purchasing this insurance after *your* arrival in Canada and there will be no gap in *your* coverage, you may request to have the waiting period waived. You must provide proof satisfactory to the *insurer* that you have other coverage in force prior to purchasing this policy and receive written approval from the *insurer*.
4. Stable Pre-Existing Medical Condition Coverage
   a. *Pre-existing medical condition*(s) as defined in this policy, are not covered, except as provided in Paragraphs 4. b. and 4. c. below.
   b. *Stable pre-existing medical condition*(s) are eligible for coverage for insureds age 69 or younger.
   c. *Stable pre-existing medical condition*(s) are eligible for coverage for insureds age 70 to 79 if you paid the required premium for the *stable pre-existing medical condition* coverage option on the date of purchase.

D - Automatic Extension of Coverage

Coverage will be extended automatically without additional premium upon notifying the *administrator company* or the *insurer* for up to 72 hours if *your* stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:

1. you are *hospitalized* due to an *emergency* on the *expiry date* indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as you are *hospitalized* and the 72-hour extension will commence upon release from *hospital*;
2. a late train, boat, bus, plane, or other vehicle in which you are a passenger causes you to miss *your* scheduled return to *your country of origin*, including by reason of inclement weather;
3. the vehicle in which you are travelling is involved in a traffic *accident* or mechanical breakdown that prevents you from returning to *your country of origin*;
4. you must delay *your* scheduled return to *your country of origin* because you are not deemed medically stable to travel by the *insurer*.

   Note: All claims incurred after the *expiry date* of *your* insurance policy must be supported by documented proof of the event resulting in *your* delayed return. This benefit does not include costs associated with flight change.

E - Changes to Coverage

1. If you decide to extend *your* trip and need an extension of *your* coverage, the *insurer* may approve *your* request subject to the following conditions:
   a. *Your* request for an extension must be made directly to the *administrator company* prior to the *expiry date* of the existing coverage;
   b. *You* have not required medical services in excess of $500 during *your period of coverage* unless pre-approved by the *insurer*.
   c. *Your* total *period of coverage* (including all extensions approved or requested) will not continue beyond the maximum number of days allowed as noted in Coverage item C1.
   d. the request for the extension is received not more than 10 days prior to the *expiry date* of *your* coverage;
   e. the required premium is charged to *your* credit card.
2. Upgrades to the *sum insured* are available provided you have not required medical services in excess of $500 during *your period of coverage*. There will be a forty-eight (48) hour waiting period after the request is approved by the *insurer*, for the upgraded *sum insured* to be available.
3. Newborns are eligible for coverage under this plan on the later of:
   i. the day they become an eligible *child* as defined in Section II; and
   ii. forty-eight (48) hours after release from *hospital*.

   You must add the newborn to *your* application and pay the appropriate premium.

   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.

F - Premium Payment

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of $25 applies. The premium is based on *your* age as of the purchase date. If the premium paid is insufficient for the *period of coverage* selected, we will:

1. charge and collect any underpayment; or
2. shorten the policy period by written endorsement if an underpayment in premium cannot be collected.

   Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

G - Family Coverage

Your policy covers you and all *family* members named on the application (Please refer to the definition of *family* in SECTION II) if:

1. coverage dates are the same for all *family* members;
2. all *family* members live at the same address while in Canada; and
3. the premium for *family* coverage is paid prior to the *effective date* of the policy, as shown on the application or confirmation of insurance.

SECTION V COVERAGE (continued)

H - Premium Refunds

1. If cancellation of *your* policy is requested prior to the *effective date* of *your* policy, the full premium will be refunded.
2. If termination of *your* policy is requested because you must return to *your country of origin* prior to *your* scheduled *return date*, a partial amount (less an administration fee of $40 per insurance policy) of the premium paid may be refunded, provided no claim has been incurred at any time during *your* trip.
3. Requests for refunds must be made in writing within 90 days of *your* policy *expiry date* to the *administrator company*. If the *administrator company* receives satisfactory proof (eg. airline ticket or customs/immigration stamp) of *your* actual *return date* to *your country of origin*, *your* refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of *your* written request. No refund will be issued if the amount of premium to be reimbursed is less than $10 per policy.

SECTION VI LIMITATIONS AND RESTRICTIONS

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment**

   The *insurer* must approve in advance any surgery, invasive procedure (including, but not limited to, cardiac catheterization), diagnostic testing or *treatment* prior to you undergoing such procedure. It remains *your* responsibility to inform *your* attending *physician* to call the *insurer* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.
2. **Notice to the insurer**

   You or someone on *your* behalf must contact the *insurer* prior to *treatment* whenever possible. Failure to contact the *insurer* within twenty-four (24) hours of receiving *medical treatment* or admission to *hospital* will limit benefits otherwise payable to 70% of the *sum insured* or $50,000, whichever is less.
3. **Limitation of Benefits**

   Once you are deemed medically stable to return to *your country of origin* (with or without a medical escort) 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 *emergency* will no longer be eligible for coverage under this policy.
4. **Benefits Limited to Reasonable and Customary Cost**

   If you pay eligible expenses directly to a health service provider, these services will be reimbursed to you on the basis of the *reasonable and customary costs* that would have been paid directly to the provider by the *insurer*. Medical charges you pay may be higher than this amount, therefore you will be responsible for any difference between the amount you paid and the *reasonable and customary costs* reimbursed by the *insurer*.
5. **Benefits Limited to Incurred Expenses**

   If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this policy or another policy issued by the *insurer*, the maximum you are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to you from all sources cannot exceed the actual expenses you incur.
6. **Availability and Quality of Care**

   The *insurer* (including any of its subsidiaries, affiliates, affiliated brokers and agents) shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment* while on a covered trip.
7. **Right to Transfer**

   The *insurer*, in consultation with the attending *physician*, reserves the right to transfer you to another *hospital* or medical facility capable of providing the necessary medical services, or to return you to Canada or *your country of origin*. Refusal to do so will absolve the *insurer* of further liability.

SECTION VII EXCLUSIONS

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

1. *Pre-existing medical condition*(s) as defined in this policy, are not covered, except as provided in Paragraphs 1. a. and 1. b. below.
   a. *Stable pre-existing medical condition*(s) are eligible for coverage for insureds age 69 or younger.
   b. *Stable pre-existing medical condition*(s) are eligible for coverage for insureds age 70 to 79 if you paid the required premium for the *stable pre-existing medical condition* coverage option on the date of purchase.
2. If you purchased this policy after *your* arrival in Canada and:
   a. if you are age 86 or older, any *sickness* or symptoms which manifested or were contracted or treated within 15 days following the *effective date*; or
   b. if you are age 85 or younger, any *sickness* or symptoms which manifested or were contracted or treated within the first 48 hours following the *effective date*.
3. For policy extensions only: *Sickness* or *injury*, which first appeared, was diagnosed or received *treatment* prior to the *effective date* of the insurance extension.
4. Expenses for which no charge would normally be made in the absence of insurance.
5. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless you are *hospitali*zed.
6. Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
7. *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 *surgeon*.
8. *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 (9) weeks before and/or after the expected delivery date.
9. *Treatment* for a newborn in *hospital* and for forty-eight (48) hours after release from *hospital*.
10. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medications (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 an *emergency*.
11. *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.
12. Non-compliance with any prescribed medical therapy *treatment* (as determined by the *insurer*) or failure to carry out a *physician*'s instructions.
13. *Treatment* of an acute *sickness* or *injury* after the initial *emergency* has ended (as determined by the *insurer*).
14. *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 country of origin* when medical evidence indicates that you could return to *your country of origin* to receive such *treatment*. The delay to receive *treatment* in *your country of origin* has no bearing on the application of this exclusion.
15. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless necessary in a medical *emergency* and approved by the *insurer* prior to any actions.
16. Transplants at *your* destination, including but not limited to organ transplants, bone marrow or stem cell transplants.
17. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved by the *insurer* prior to being performed.
18. Medical services in *your country of origin*.
19. *Emergency* air transportation and/or car rental unless approved and arranged in advance by the *insurer*.
20. Services provided by an optometrist or for cataract surgery.
21. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by the *insurer*.
22. Flight *accident* (unless you are travelling as a fare-paying passenger on a commercial airline).
23. 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 prescription resulting there from.
24. Crowns and root canals.
25. Preventive medicines or vaccines.
26. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
27. *Sickness*, *injury* or medical condition you suffer or contract in a specific country, region or area for which the Department of Foreign Affairs and International Trade of Canadian Government has issued a travel advisory or formal notice, before *your departure date*, advising travelers not to 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* from Canada, *your* coverage for *sickness*, *injury* or medical condition is limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary to safely evacuate the country, region, or area. In this exclusion "*sickness*, *injury* or medical condition" means any *sickness, injury* or medical condition that is attributable to the reason for which the travel advisory or formal notice was issued or complications arising from such *sickness*, *injury* or medical condition. This exclusion only applies to temporary visits outside of Canada.
28. Any *treatment*, *hospitalization* or surgery (including elective, non-elective, personal comfort, dental or cosmetic) which is not considered to be an *emergency*, even if it is recommended by a *physician*.
29. *Treatment* at a diagnostic facility unless pre-approved by the *insurer*.
30. Expenses resulting directly or indirectly from the commission or attempted commission of any criminal, criminal-like or illegal activity; intentional self-*injury*, suicide or attempted suicide; the consumption or abuse of any alcohol, medication or drugs, or any event, act or omission caused or contributed to by the use or abuse of alcohol, medication or drugs; any participation in the armed forces; or any willful exposure to peril.
31. Expenses resulting from participation in professional sports, any speed contest, SCUBA diving (unless PADI, ACUC or SSI certified), extreme sports including but not limited to: parachuting, mountaineering skydiving, rodeo, hang gliding, bungee cord jumping, acrobatic or stunt flying or a flight *accident* unless riding as passenger on a commercially licensed airline.

SECTION VIII INTERNATIONAL ASSISTANCE SERVICES

Customer Service Representatives are available to answers *your* questions 24 hours a day, 7 days a week.

1. **Emergency Call Centre**

   No matter where you are, professional assistance personnel are ready to take *your* call. Please consult *your* insurance card for *emergency* numbers.
2. **Benefit Information**

   Explanation of *your* policy is available to you and to the medical providers who are treating you.
3. **Case Management**

   Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*.
4. **Interpretation Service**

   We can connect you to a foreign language interpreter when required for *emergency* services in foreign countries.
5. **Direct Billing**

   Whenever possible, we will instruct the *hospital* or clinic to bill the *insurer* directly.
6. **Claim 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 MAKING A CLAIM

Please Contact:

Johnson Fu Insurance Agency Inc.
15 Wertheim Court, Suite 501, Richmond Hill ON, L4B 3H7
Phone: 905-707-1512, Fax: 905-707-1513, Toll Free: 1-877-832-5541

You must substantiate your claim by providing all documents listed below. (The *insurer* is not responsible for charges levied in relation to any such documents.)

1. A completed Claim Form (provided by the administrator company or insurer upon notification of claim).
2. Original itemized bills from licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider,
3. Original prescription drug receipts from the pharmacist, physician or hospital indicating the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost.

Note: If you refuse or fail to sign any form or refuse to provide any information pertinent to your claim, it may affect the processing of your claim.

Please refer to SECTION XI - STATUTORY CONDITIONS #5.

Payment of Benefits
All payments are payable to you or on your behalf. Any claims paid to you will be payable in Canadian funds. No sum payable shall bear interest.

For emergencies that required *hospitalization* or surgery, telephone GMS at the numbers listed below.

1-800-877-3061 From Canada & US (Toll Free)
(416) 977-2156 Worldwide (Collect)

Group Medical Services
#200 -3303 Hillsdale Street Regina, SK S4S 7J8
toll free 1.800.667.3699
www.gms.ca

You or someone acting on *your* behalf must call GMS immediately. Their operations are backed by a team of *emergency* care professionals- *physicians* and nurses who work closely with the doctor looking after you and, if necessary, *your family* doctor, to help ensure that you receive the medical care you need.

SECTION X GENERAL PROVISIONS

1. **Subrogation**
   If you suffer a loss covered under this policy, the *insurer* is granted the right from you to take action to enforce all *your* rights, powers, privileges and remedies 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 you, 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 *your* name, and you will attend at the place of loss to assist in the action. If you institute a demand or action for a covered loss you shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. You 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.
2. **Other Insurance**
   This insurance is a second payer 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 *your country of origin* that are in excess of the amounts for which you are 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.
3. **Misrepresentation and Non-disclosure**
   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.
4. **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 province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.
5. **Applicable Law**
   This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, *your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.
6. **Safeguarding Your Privacy**
   The *insurer* places great importance on the protection of *your* privacy. The *insurer* collects *your* personal information when you apply for this insurance and in the event of a claim, to provide you with insurance services and to analyze *your* claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *insurer* may collect *your* personal health information held by a third party. This information may be released to employees of the *administrator company* and the *insurer* for claims analysis and to better serve you. In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking *your* consent. For privacy information, please see www.gms.ca, or call us at 1-800-667-3699.
7. **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 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 XI STATUTORY CONDITIONS

1. **The Contract**
   The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
2. **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*.
3. **Copy of Application**
   The *insurer* shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.
4. **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 application or any other written statements or answers furnished as evidence of insurability.
5. **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 the *administrator company* by delivery thereof or by sending it by registered mail to the *administrator company* no 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 the *administrator company* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
   c. if so required by the *administrator company* or the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.
6. **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.
7. **The Administrator or the insurer to Furnish Forms for Proof of Claim**
   The *administrator company* or 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 *accident* or *sickness* giving rise to the claim and of the extent of the loss.
8. **Rights of Examination -** As a condition precedent to recovery of insurance money under this contract:
   a. the claimant shall afford to the *insurer* 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* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
9. **When Money Payable**
   All money payable under this contract shall be paid by the *insurer* within 60 days after it has received satisfactory proof of claim.

SECTION XII IDENTIFICATION OF INSURER

Insurance is underwritten by Group Medical Services and administered by Johnson Fu Insurance Agency Inc.

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Group Medical Services
#200 -3303 Hillsdale Street Regina SK, S4S 7J8
toll free 1.800.667.3699
www.gms.ca

JF Johnson Fu Insurance Agency Inc.
www.JohnsonFu.com

Group Medical Services is the operating name for GMS Insurance Inc. in provinces outside of Saskatchewan. Products available for purchase in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Prince Edward Island, Nova Scotia, and Newfoundland.

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