

IMPORTANT NOTICE

- Immigrants & Visitors to Canada insurance is designed to cover losses resulting from sudden, unexpected and unforeseen circumstances. It is important that you read and understand your policy as your coverage may be subject to certain exclusions or limitations.
- A pre-existing medical exclusion applies to *medical conditions* and/or symptoms that existed prior to your trip. Check the policy to see how this applies to you.
- In the event of an accident, *injury* or sickness, your prior medical history may be reviewed when a claim is reported.
- Your policy provides assistance for medical emergencies. If you experience a *medical emergency*, you must notify our assistance centre prior to *treatment*, where possible, and no later than twenty-four (24) hours after receiving *medical treatment* or being admitted to *hospital*. Your policy may limit benefits should you not contact the assistance centre.
- **This policy contains a provision removing or restricting the right of the insured to designate a person to whom or for whose benefit insurance money is to be payable.**

**PLEASE READ YOUR POLICY CAREFULLY
AT THE TIME OF PURCHASE**

**For medical emergencies and assistance,
we're available 24-hours a day, 7 days a week.**

toll-free 1.800.459.6604

(within Canada & US)

collect 905.762.5196

(from all other locations)

Always call GMS travel assistance before you seek medical attention to ensure the best possible medical care and coverage of your expenses. Our 24-hour travel assistance centre is available to help you obtain *medical treatment*, coordinate medical care and transportation, verify coverage and provide foreign language support.

BENEFITS WITHIN CANADA

GMS will pay the *reasonable and customary* charges up to the *sum insured*, for eligible expenses in the event that an *unexpected medical emergency* occurs.

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

For expenses incurred to be eligible while travelling between Canada and your *country of origin*, the *medical emergency* must occur within 48 hours of departing your *country of origin* for Canada or departing Canada for your *country of origin*. Eligible expenses include all of the benefits listed under the Benefits Within Canada section of this policy.

Eligible expenses include:

1. **In-Hospital Care** – *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for the care of a *medical emergency* during hospitalization. When deemed medically necessary, follow-up visits are covered until such time that the *medical emergency* has been deemed to have ended as advised by GMS. Where a follow-up visit is required, GMS requires it to occur no later than fourteen (14) days after the initial *medical emergency*, unless otherwise instructed and approved by GMS.
2. **Medical Services** – *Medical treatment* by a *physician* or *surgeon*.
3. **Diagnostic Services** – X-rays and other diagnostic tests. Magnetic resonance imaging, computerized axial tomography scans, sonograms, ultrasounds and biopsies are excluded, unless pre-authorized by GMS.
4. **Out-Patient Treatment** – Out-patient *medical emergency* room expenses.
5. **Prescription Medication** – Drugs and medication obtained on the prescription of the attending *physician* and supplied by a licensed pharmacist, to a maximum thirty (30) day prescription. Refills of prescriptions, and any associated *physician's* expenses, are excluded from coverage.

6. **Ambulance** – Expenses for the use of a licensed road or air ambulance in a *medical emergency* situation that requires immediate transportation to the nearest *hospital* where adequate facilities are available. GMS will reimburse the expense for an air ambulance or regularly scheduled airline only when the transport is to a *hospital* for further *in-hospital medical treatment* that is not available at the facility attended and is upon written recommendation of the attending *physician* and with prior GMS approval. This benefit excludes helicopter transports.
7. **Health Practitioners** – Expenses, up to an aggregate maximum of \$300 per person, for the emergency services of an osteopath, physiotherapist, chiropractor, chiropodist and/or podiatrist.
8. **Accidental Dental** – Expenses for the repair or replacement of natural teeth or permanently attached artificial teeth necessitated by an *accidental* blow to the mouth, to a maximum of \$2,000 per person. Expenses for *medical treatment* of the relief of dental pain, to a maximum of \$250. This benefit excludes dental implants.
9. **Return of Remains** – When death results from a covered *medical emergency*, the expenses for either the preparation or transportation of the deceased to his/her destination in Canada or *country of origin*, to a maximum of \$10,000 per person, or the expense of cremation or burial at the place of death, to a maximum of \$4,000.
10. **Child Care** – Reimbursement up to \$500, with prior GMS approval, for licensed care of dependent children if they are travelling with you, should you be hospitalized due to a *medical emergency*.
11. **Out-of-Pocket Expenses** – Reimbursement for *reasonable and customary* expenses, up to \$150 per day to a maximum of \$1,000, for accommodations, meals, necessary telephone calls and taxi or bus fares incurred by an accompanying family member in the event that you are hospitalized on the scheduled *return date*. Original paid receipts for the expenses incurred are required. This benefit must be pre-approved by GMS.
12. **Repatriation to Country of Origin** – Reimbursement to a maximum of \$5,000 to transport you by *common carrier* back to your *country of origin* for further *medical treatment*, if found medically fit to travel. The \$5,000 limit includes expenses for one-way air transportation for one (1) accompanying family member insured under your policy. The cost of a medical escort or attendant is not covered. This benefit must be pre-approved by GMS.
13. **24-Hour Travel Assistance Services:**
 - a. coordination of all medical care, transportation and repatriation;
 - b. telephone interpretation services in most languages;
 - c. monitoring progress during *medical treatment* and recovery by managed care.

TRAVEL BENEFITS OUTSIDE CANADA

Emergency medical coverage is included for *side trips* up to 15 days or less in duration, outside of Canada provided that:

- a. your *side trip* originates and terminates in Canada;
- b. your total days outside Canada are not greater than 50% of your period of coverage; and
- c. your *side trip* is not to your *country of origin*.

Eligible expenses incurred while outside of Canada, include all of the benefits listed under the Benefits Within Canada section of this policy and the following additional benefits, when pre-approved by GMS.

1. **Air Ambulance** – Expenses for the use of an air ambulance or *common carrier* to transport you back to your destination in Canada or your *country of origin* for further *in-hospital medical treatment*, upon the written recommendation of the attending *physician* and with prior GMS approval. This benefit excludes helicopter transports.
2. **Special Attendant** – One (1), round-trip, economy class airfare for a medical attendant, if medically necessary and pre-approved by GMS, to accompany you back to your destination in Canada or your *country of origin*. The attendant must not be a friend, relative, associate or other person who was travelling with you when the *medical emergency* occurred.
3. **Escort of Insured Dependant** – Reimbursement of one-way, economy class airfare by the most direct route to return an accompanying child/children (up to the age of eighteen (18) years) and an escort, when necessary, to the original point of departure. This benefit must be pre-approved by GMS.

ADDITIONAL BENEFITS PROVIDED BY THE ANNUAL IMMIGRANTS & VISITORS PLAN

In addition to all the benefits provided within and outside Canada, this plan provides you with the following additional benefits:

1. **Multiple Entry** – Coverage is in effect for one (1) year from the *effective date*, without limitation as to the number of departures and re-entries into Canada you experience.
2. **Stability** – *Medical conditions* are considered *stable* from the *effective date* of the policy, not the date of any subsequent re-entries to Canada during the *period of coverage*.

ELIGIBILITY

All applicants are subject to the Eligibility section. If you are fifty-five (55) years of age or older you must meet additional eligibility where indicated.

If any of the following conditions apply on the *application date*, unless otherwise stated, you are not eligible to purchase this plan.

1. You are not eligible to purchase this plan if:
 - a. you are covered under a government health plan;
 - b. you will be eighty (80) years of age or older as of the *effective date*;
 - c. you have reason to seek medical attention when applying;
 - d. you are applying for coverage while in Canada and:
 - i. have incurred *medical treatment* (whether a claim was submitted or not) in excess of \$5,000 in the twelve (12) months immediately prior to applying; or
 - ii. have been refused coverage by any other insurer who provides similar coverage.
2. You are not eligible to purchase this plan if you are fifty-five (55) years of age or older and:
 - a. within the twelve (12) months prior to applying you have been diagnosed with any of the following conditions or you have any of the following conditions which have not been *stable* for twelve (12) months prior to applying:
 - i. Acquired Immune Deficiency Syndrome (AIDS);
 - ii. a terminal illness (an advanced stage of a progressive disease with an unfavourable prognosis and no known cure);
 - iii. atrial flutter;
 - iv. atrial/ventricular fibrillation;
 - v. peripheral vascular disease;
 - vi. stroke/transient ischemic attack (TIA);
 - vii. blood clot(s);
 - viii. congestive heart failure;
 - ix. gastrointestinal bleeding; and/or
 - x. kidney/liver failure; or
 - b. you have undergone renal dialysis, valve replacement or an organ transplant;
 - c. you are awaiting further tests or *medical treatment* for heart disease;
 - d. you require insulin to treat diabetes and also take prescription medication for heart disease;
 - e. you have any *medical condition* necessitating the use of home oxygen;
 - f. you take oral steroids for a lung condition;
 - g. you have been diagnosed with metastatic cancer;
 - h. you are under active *medical treatment* for cancer;
 - i. you have a vascular aneurysm that remains surgically untreated;
 - j. you have experienced undiagnosed episodes of fainting or falling (syncope);
 - k. you have an Implantable Cardioverter Defibrillator (ICD); or
 - l. you are seventy (70) years of age or older and require assistance from another person(s) with activities of daily living (ADL) which include, but are not limited to, personal hygiene and grooming; dressing and undressing; self-feeding; functional transfers (getting into and out of bed or a wheelchair, getting onto or off the toilet, etc.); bowel and bladder management; and/or medication management.

The maximum number of days that may be purchased per policy is one (1) year per trip, for additional coverage you must reapply and meet all eligibility conditions.

Only a person who is named on the application and who meets the eligibility requirements is covered.

Should any changes in your health occur after the *application date* and prior to the *effective date*, GMS must be notified and your application updated. A change in health may affect your eligibility for coverage. Changes to your health that do not affect eligibility will still constitute a change in stability and may limit your available coverage.

COVERAGE BEGINS AND ENDS

A Daily or Annual Immigrants & Visitors plan begins:

1. on your *effective date* without a waiting period when you;
 - a. apply prior to arriving in Canada; or

- b. apply to continue coverage from an existing GMS policy or a policy providing similar coverage issued by an insurance company licensed in Canada; or
2. on your *effective date* with a two (2) day (48 hour) waiting period for all emergency medical conditions, except those resulting from *injury*, when you apply within the first thirty (30) days of your arrival in Canada and do not have a policy in effect providing similar coverage issued by an insurance company licensed in Canada; or
 3. on your *effective date* with a seven (7) day (168 hour) waiting period for all emergency medical conditions, including injuries, when you apply after the first thirty (30) days of your arrival in Canada and do not have a policy in effect providing similar coverage issued by an insurance company licensed in Canada.

A Daily Immigrants & Visitors plan ends on the earliest of:

1. the date you depart from Canada except as provided under the Automatic Policy Extensions section and Travel Benefits Outside Canada section;
2. the date your *period of coverage* ends as shown on your application;
3. the date GMS returns you to your *country of origin*; or
4. the date you notify GMS that you are eligible and covered under a *government health plan*.

An Annual Immigrants & Visitors plan ends on the earliest of:

1. one (1) year from your *effective date*; or
2. the date you notify GMS that you are eligible and covered under a *government health plan*.

Emergency *medical treatment* is not covered while in your *country of origin* during the *period of coverage*. Coverage resumes when you return to Canada provided your plan has not expired.

EXCLUSIONS TO COVERAGE

The following expenses are not covered by this policy.

1. Expenses incurred where you act against medical advice or the advice of GMS.
2. Expenses resulting from the regular care of a chronic condition.
3. Expenses incurred as a result of non-adherence with *medical treatment* prior to departure.
4. Expenses resulting from *medical condition(s)* which have not been *stable* for one hundred and eighty (180) days immediately prior to your *effective date*, including:
 - a. *medical condition(s)* for which you received *medical treatment* or *medical consultation*; and/or
 - b. undiagnosed *medical condition(s)* related to symptoms for which you received *medical treatment* or *medical consultation*.You must be *stable* based on the definition of *stable* in this policy, regardless of the opinion of your *physician* or any other person who may provide an opinion on your *medical condition(s)*.
5. When you travel outside Canada if a travel advisory has been issued by the Canadian government recommending that Canadians not travel to the country, or specific regions within the country.
6. Any subsequent claim for the same *medical condition(s)* with respect to a sickness or *injury*, that occurred during the *period of coverage* and for which a claim has already been made or is pending.
7. *Medical treatment*, services or prescriptions required for ongoing care or checkups, or provided in a chronic care facility of a hospital or convalescent or nursing home or rehabilitation centre.
8. Expenses that are a duplication of any service, allowance or reimbursement supplied by an existing *government health plan* or private plan.
9. Any *medical 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*.
10. *Medical treatment* at a diagnostic facility unless pre-approved by GMS.
11. Emergency air transportation or return to Canada or your *country of origin*, which is not arranged and pre-approved by GMS.
12. Any advice, investigation, *medical treatment*, hospitalization or surgery, which is a continuation of, subsequent to or a recurrence of an emergency *medical treatment* of a sickness or *injury*.
13. Drugs and medication which are commonly available without a prescription, not legally registered or approved in Canada, experimental drugs or preventative medicines or vaccines.
14. Any services or expenses incurred when a journey is undertaken for the purpose of obtaining medical or surgical diagnosis or *medical treatment*, or when any *medical treatment* is pre-scheduled prior to departure from your destination in Canada or your *country of origin*.
15. Expenses resulting when travel is booked or commenced contrary to medical advice.
16. Expenses incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications of any of these conditions.

17. *Medical treatment* for a newborn in *hospital* and for forty-eight (48) hours after release from *hospital*.
18. Routine or general physical examinations, checkups or services of a continued nature following emergency treatment of a sickness or *injury*.
19. Coronary artery angioplasty, cardiac surgery or implantable cardioverter defibrillator (ICD) (including any associated diagnostic tests or charges), unless necessary in a *medical emergency* and approved by *GMS* prior to any actions.
20. Any endovascular surgical procedures, either done individually or in combination with conventional surgical procedures unless necessary in a *medical emergency* and pre-approved by *GMS*.
21. Any treatment or surgery, which is considered by *GMS* to be experimental. *GMS'* opinion on the issue is final and binding.
22. Expenses resulting from suicide or self-inflicted injuries.
23. Expenses resulting directly or indirectly from *your* criminal or illegal acts.
24. Any expenses resulting from *your* sickness, *injury*, or death if at the time of the sickness, *injury* or death evidence supports that it was caused by, or in any way contributed to, by the use or abuse of prohibited drugs, alcohol, or any other intoxicant or the misuse of medication, whether prescribed or not.
25. Expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.
26. *GMS* does not cover any expenses resulting from *your* participation in:
 - a. professional sport;
 - b. speed contests or racing of motorized land, water or air vehicle(s);
 - c. an extreme sport, including but not limited to scuba diving (except when you are NAUI, PADI, ACUC or SSI certified), bungee jumping, parachuting, mountaineering, skydiving, rodeo, hang gliding, acrobatic or stunt flying or jockeying.
27. Expenses resulting from air travel unless riding as a passenger on a *common carrier*.
28. *Medical treatment* or services that contravene or are prohibited by provincial laws and/or the federal laws of Canada.
29. Expenses resulting from *your* service in the armed forces, willful exposure to peril, and/or relief work.
30. Expenses for *medical treatment* and services provided outside Canada except as provided under the following sections in this policy:
 - a. Automatic Policy Extensions; or
 - b. Travel Benefits Outside Canada.
31. Expenses related to a pre-existing diagnosis that is emotional, psychological or psychiatric in nature.
32. Expenses resulting from any nuclear reaction, radiation or radioactive contamination or occurrence, where the risk of the exposure was present prior to *your* arrival in Canada, however caused.
33. Expenses resulting from *war*, *terrorism* or acts of foreign rebellion.
8. Benefits are payable for amounts in excess of what would normally be payable under *government health plans* as they exist as of the *effective date* of this policy. There is no coverage for any benefits of any nature which were provided by a *government health plan* on the *effective date* of this policy regardless of whether such benefits continue to be provided by a *government health plan* at the time the claim is made.
9. Coverage is not effective until *GMS* approves the application, and the appropriate premium has been paid.
10. All amounts stated in this policy are in Canadian funds.
11. Benefits payable do not include interest charges.
12. This policy shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan (Canada) and the federal laws of Canada applicable therein, and the parties hereby agree to concede to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan.
13. If eligible expenses are paid due to the fault of a third party, *GMS* may take legal action against the person(s) at fault, in *your* name to recover these expenses. You agree to fully cooperate with *GMS* in any action that might be taken.
14. This policy is in excess of all other insurance plans and/or amounts recoverable from any other party. If *GMS* pays eligible expenses to *you* and a third party makes payment for those same benefits, you are responsible for reimbursing *GMS* the amount previously paid by *GMS*.
15. In the event that you have concurrent insurance from another source(s) for benefits provided under this policy, benefits shall be coordinated as follows:
 - a. all benefits from any *government health plan* shall be determined and recovered first;
 - b. *GMS* will pay eligible expenses only in excess of amounts covered by that of the other insurer(s) including but not limited to any employment related plan, extended health care plan, private or provincial vehicle insurance, credit card policy, or any other insurance, whether collectible or not;
 - c. however, if the other source(s) of coverage is also "excess only", all benefits shall be determined and recovered from benefit plans based on the following priority:
 - i. any plan not containing a coordination of benefits statement;
 - ii. any employment/retirement related plan; then
 - iii. any other plan, including *GMS*. In this case, the benefits shall be prorated according to the maximum amounts that would have been payable as the result of the benefit contained under the respective plans. You agree that prorated sharing is what was intended when this policy was entered into and that sharing on any other basis including on the basis of independent liability and/or equal sharing is not what was intended or agreed to.
16. If a covered person is entitled to similar benefits under any other individual or group contract, the benefits payable under this policy shall be coordinated so that the total payment from all coverage's shall not exceed the amount for which the claim is made.
17. *GMS* reserves the right to restrict or deny *your* right to designate persons whom insurance money is payable.
18. If *GMS* determines that there is no coverage for a claim(s) under this policy all amounts advanced to you or on *your* behalf must be repaid by you to *GMS* on demand. In such circumstances any payment(s) made by *GMS* will not constitute an acceptance of coverage.
19. It is *your* responsibility to provide proof that the dates of travel are consistent with the terms of this policy.
20. *GMS* reserves the right to investigate or obtain a private opinion on any claim and to obtain any and all information relating to a claim.
21. This contract is void in the case of fraud or attempted fraud by you, or if you conceal or misrepresent any material fact or circumstance concerning this insurance.
22. By purchasing this policy you are authorizing:
 - a. any *physician*, health care provider, other person, *hospital* or institution to release to *GMS* and/or its authorized agents, representatives, affiliates or other service providers (collectively "*GMS*") any information covering *your* medical history, symptoms, *medical treatment*, examination, diagnosis and/or services rendered to you;
 - b. *GMS* to collect, store and use any information which is provided or information obtained pursuant to clause (c);
 - c. *GMS* to obtain information from, or disclose information to: any *government health plan*; the operator of any *hospital*, clinic or other health facility; a *physician* or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required. This information is intended for the purpose of administering the plan and communicating with you.
23. You agree to fully cooperate with *GMS* to provide the documentation and authorization required by *GMS* to administer *your* plan, including the assessment of *your* claim(s). Failure to provide the documentation and authorization, within the time periods specified in this policy will result in the non-payment of the claim(s).
24. *GMS* reserves the right to suspend claims reimbursement until such time as payment of premium in full is received. In the event of non-payment of premium, *GMS* reserves the right to terminate the policy, with notice.

GENERAL CONDITIONS

1. *GMS* will provide payment for eligible expenses incurred by you, less any applicable deductibles, during the *period of coverage* to a maximum of the *sum insured* as shown on your purchase confirmation document. The deductible applicable will be specified on *your* policy confirmation.
2. Foreign workers are required to provide valid proof of active work from their employer for the *period of coverage*.
3. *GMS*, 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 *GMS* of further liability.
4. *GMS* is not responsible for the availability, quality, results from any *medical treatment* or transportation or *your* failure to obtain *medical treatment*.
5. *GMS* is authorized to receive reports indicating diagnosis and services rendered to you from any *physician*, health care provider, other person, *hospital*, institution or insurance companies.
6. Any material misrepresentation, provision of incorrect information or non-disclosure of information, related to *medical conditions*, will result in non-payment of any related claims.
7. *GMS* reserves the right to negotiate amounts payable on *your* behalf with any service provider who renders services under *your* policy. Payments will be provided directly to the service provider. You may not claim or receive more than 100% of covered incurred expenses. Payment under this condition is subject to all other policy conditions and limitations. Payment of any amount by *GMS* on *your* behalf does not constitute a guarantee that *GMS* will cover *your* expenses if *GMS* determines you have no coverage under this policy. You must repay, on demand, any amount paid or authorized by *GMS* on *your* behalf if *GMS* determines that the amount was not payable under the terms and conditions of *your* policy.

Immigrants & Visitors to Canada

Some words in this policy have very specific meanings, which are set out in the Definitions section. These words appear in italics throughout this policy document.

25. You have ten (10) days from the day you apply for your policy to return it to GMS for cancellation, provided the coverage has not started during your examination period. Refer to the Coverage Begins and Ends section to establish when coverage starts. The policy will be considered null and void and any premium paid up to the end of the 10-day examination period will be refunded. This period of examination expires ten (10) days after you apply for your policy and have received a copy of the policy contract. Failure to return the policy will be considered an acceptance of all of its terms, conditions and limitations. All other requests for termination are subject to the conditions provided for in the policy statutory conditions.
26. 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 (BC, AB, MB, NS, PE – title of act may vary by jurisdiction), Limitations Act (SK, NF), Limitations Act 2002 (ON) or other applicable legislation.
27. Despite any other provision of this contract, the contract is subject to the statutory conditions in the insurance act respecting contracts of accident and sickness insurance of the Canadian province or territory where the policy was issued.

STATUTORY CONDITIONS

Pursuant to the Insurance Act, the relevant statutory conditions which relate to individual health and travel insurance products have been provided below.

1. The contract

- (1) 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.

Waiver

- (2) The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

Copy of application

- (3) The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. Material facts

No statement made by the insured or person insured 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 or any other written statements or answers furnished as evidence of insurability.

5. Termination by insured

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. Termination by insurer

- (1) The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
- (2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- (3) The insurer may deliver notice of termination to the insured by personal delivery, regular post (notice by regular post not valid in AB, ON & BC) or registered mail. Where notice is delivered by:
 - (i) personal delivery, 5 days' notice of termination shall be given which notice shall begin on the date of personal delivery;
 - (ii) regular post, 10 days' notice of termination shall be given which notice shall begin on the day following the date of mailing of notice; or
 - (iii) registered mail, 15 days' notice of termination shall be given which notice shall begin on the day following delivery of the registered letter to the insured's address.

7. Notice and proof of claim

- (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
 - (a) give written notice of claim to the insurer:
 - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or
 - (ii) by delivery thereof to an authorized agent of the insurer in the province; not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;
 - (b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and
 - (c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to give notice of proof

- (2) 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 or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. Insurer to furnish forms for proof of claim

The insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. Rights of examination

As a condition precedent to recovery of insurance moneys under this contract:

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. When moneys payable other than for loss of time

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

REQUESTING A REFUND

1. Full refunds are available if no travel has taken place, when your request for a refund is received:
 - a. prior to the date on which coverage is to be effective as shown on your confirmation; or
 - b. after the date on which the coverage is to be effective as shown on your confirmation provided GMS is notified no later than 30 days after this date, subject to a \$40 administration fee.
2. Partial refunds are available, subject to a \$40 administration fee, when:
 - a. your request for refund is received more than 30 days after the date on which the coverage is to be effective as shown on your confirmation and no travel has taken place (the refund will be calculated from the date GMS was notified);
 - b. you return to your country of origin. The refund will be calculated from the date you departed Canada (proof of departure will be required);
 - c. you become eligible and covered under a government health plan during the period of coverage (the refund will be calculated from the date GMS is notified, not the effective date of the government health plan); or
 - d. your death occurs during the policy period (the refund will be calculated from the date of your death).
3. Refunds are not available when:
 - a. you purchase an Annual Immigrants & Visitors to Canada policy except if you acquire coverage under a government health plan or your death as outlined in 2.c. and 2.d. above; or
 - b. a claim has been reported under this policy; or
 - c. you request a refund after the expiry date of your policy.

The following conditions apply to partial refunds issued under this policy

1. When you apply for a refund after the date on which the coverage is to be effective as shown on your confirmation, the following must be provided:
 - a. proof of travel showing the date you departed from Canada;
 - b. proof of coverage under a government health plan including effective date of coverage;
 - c. in the case of a your death, a copy of the death certificate; or
 - d. proof that you did not travel from your country of origin.

Depending on the documentation provided GMS reserves the right to limit or restrict the refund.

2. GMS considers a claim to have occurred when an insured person, or a family member, contacts GMS' Travel Assistance regarding the intent, or need to seek medical treatment regardless of whether a claim is actually filed with GMS for reimbursement. You may still be eligible for a partial refund if:
 - a. GMS' Travel Assistance was only contacted once during the period of coverage; and
 - b. no payment for emergency medical treatment was issued or pending.

Refunds are subject to GMS' review and approval. A file handling fee of \$300 will be deducted from the refund amount owed. Once a refund is issued, future expenses or additional claims will not be accepted, regardless of when the expense or claim occurred.
3. Once a refund has been issued, you will no longer be eligible for any claim reimbursement regardless of when the expense or claim occurred.

A refund is calculated and paid based on the following.

1. A refund is calculated using the number of unused days and the daily rate applied based on *your original trip length*. The number of unused days is calculated based on *your departure date* unless otherwise indicated in the Requesting a Refund section above under 2. a., b., c., and d.
2. Refunds will be processed as follows:
 - a. payment made by credit card will be credited to the credit card on file;
 - b. payment made by cash or cheque will be payable to *you* unless an alternative payee has been assigned;
 - c. all refunds requested after the *effective date* shown on the F are subject to a \$40 administration fee;
 - d. no refund will be issued by cheque for amounts under \$5.

EXTENSIONS & POLICY CHANGES

It is *your responsibility* to advise GMS of any changes to *your health* which have occurred after *your application date* and prior to the *start date* of a change or extension to *your policy*. A change in *your health* may affect *your eligibility* to extend or change coverage. Changes to *your health* that do not affect eligibility will still constitute a change in stability and may limit *your available coverage*.

Policy Changes

1. You may change *your effective date* by contacting GMS if:
 - a. the change is made prior to arriving in Canada or within 30 days of *your arrival* in Canada;
 - b. changes received after arriving in Canada are accompanied by proof of travel showing the date you arrived in Canada;
 - c. the new *effective date* does not exceed 12 months from the original *effective date* shown on *your application*; and
 - d. you are not 80 years of age on or before the new *effective date*. Requests to change the *effective date* will not be accepted after the *expiry date* of *your policy*.
2. You may not change *your deductible* or *sum insured* after *your effective date*. Contact GMS to change *your deductible* or *sum insured* before *your effective date*.
3. Newborns are eligible for coverage under this plan forty-eight (48) hours after release from *hospital*. You must add the newborn to *your application* and pay the appropriate premium.

Automatic Policy Extensions

Your Annual or Daily Immigrants & Visitors plan coverage will automatically be extended at no additional cost in certain situations. The extended coverage is payable up to the maximum of *your sum insured* under these conditions:

1. If coverage expires while hospitalized due to a *medical emergency*, coverage will continue for *you, your spouse* and any dependants travelling with you and are listed on *your application* during *your hospitalization* and for up to seventy-two (72) hours after discharge from *hospital*.
2. During *your transit* to Canada from *your country of origin* provided you:
 - a. purchased *your coverage* prior to departing *your country of origin*; and
 - b. arrive in Canada within 48 hours of departing *your country of origin*.
3. During *your transit* from Canada to *your country of origin* provided you:
 - a. have coverage on the day you depart for *your country of origin*; and
 - b. arrive in *your country of origin* within 48 hours of departing Canada.

Coverage under 2. and 3. above is subject to proof of travel and compliance with the conditions set out under the Policy Changes section.

Policy Extensions

1. You may purchase additional days to extend *your coverage* subject to GMS' approval if:
 - a. you contact GMS forty-eight (48) hours prior to the *expiry date* of the existing coverage
 - b. you have not required *medical treatment* (whether a claim was submitted or not) during *your period of coverage*;
 - c. *your total period of coverage* (including all extensions approved or requested) will not exceed one (1) year; or
 - d. you will not be eighty (80) years of age or older as of the *start date* for the policy extension.

Payment must be made at time of the policy change or extension by credit card (Visa or MasterCard) for the change or extension to be accepted.

MAKING A CLAIM

1. You, or someone on *your behalf*, must contact GMS prior to *medical treatment* whenever possible. Failure to contact GMS within twenty-four (24) hours of receiving *medical treatment* or admission to *hospital* will limit benefits otherwise payable to 70% of eligible charges to a maximum of the *sum insured*.
2. A completed claim form must be submitted within ninety (90) days of the illness or injury.
3. In order to pay a claim, GMS will require the following documentation:
 - a. original itemized receipts for all bills and invoices;

- b. proof of payment by *your* or any other benefit plan;
 - c. medical records, including a completed diagnosis by the attending *physician*;
 - d. for dental claims, proof of the accident;
 - e. proof of the travel dates including *your departure date* from *your country of origin* and visa documentation where applicable;
 - f. *your historical records*, if requested by GMS.
4. All documents for payment of eligible expenses must be received by GMS within thirty (30) days of *your return home* and no more than twelve (12) months from the date the last eligible expense was incurred.
 5. You shall afford to GMS the opportunity to examine you when and as often as it reasonably requires while the claim hereunder is pending.
 6. In the case of death, GMS may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
 7. The file handling fee associated with the administration and consultation with GMS' Travel Assistance which necessitate the need to set up a case file will be considered a reported claim, regardless of whether payment is made by GMS for any *medical emergency* expenses and may restrict *your eligibility* for a partial refund. See the Requesting a Refund section for more details.

DEFINITIONS

accidental: a happening due to external, sudden, fortuitous causes beyond *your control*.

alteration: includes any newly prescribed medication, change in medication type or the increase, decrease or discontinuation of a medication and the adjustment (stop and start) in an anticoagulation medication dosage due to surgery within ten (10) days prior to *your effective date*, except:

- a. a dosage adjustment for an anti-hypertensive or cholesterol lowering medication;
- b. a change from a brand name medication to a generic brand medication of the same dosage;
- c. if you are taking Coumadin/Warfarin for anticoagulation therapy and are required to have *your blood levels* tested on a regular basis (INR) and *your medical condition* remains unchanged, yet you are adjusting the dosage of *your anticoagulation medication* to ensure *your INR* is maintained within therapeutic range as directed by *your physician(s)*; or
- d. if you are taking insulin or oral anti-diabetic medication for diabetes and are required to have *your blood levels* tested on a regular basis and *your medical condition* remains unchanged, yet you are adjusting the dosage of *your medication* to ensure *your blood glucose level* is maintained within therapeutic range as directed by *your physician(s)*.

application date: the day you apply and pay for *your insurance policy*.

common carrier: a conveyance (bus, taxi, train, boat, airplane or other vehicle), that is licensed, intended and used to transport paying passengers.

country of origin: the country in which you maintain a permanent residence prior to entry into Canada.

departure date: the day you leave *your country of origin*, or *departure point*.

departure point: country you depart from on the first day of *your intended travel period*.

dependant: any unmarried child of you or your spouse (including step-child, adopted child, or a child for whom you have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon you or your spouse for support and maintenance, and is eighteen (18) years of age and under.

effective date: is the later of the following:

- a. the date on which GMS has accepted *your application* and *your payment* has been received by GMS; or
- b. the date chosen by you as indicated on *your confirmation* subject to GMS' acceptance of *your application* for insurance and receipt of *your payment*.

When applying outside Canada, *your coverage* is effective on the first day you arrive in Canada. If the *effective date* on *your confirmation* differs from the date you arrive, contact GMS immediately or within 30 days of *your arrival*. Failure to notify GMS will restrict the *period of coverage* to the date shown on *your confirmation*. Changes to the *effective date* can only be made during the *period of coverage*.

expiry date: the date on which *your coverage* ends under our insurance.

GMS: Group Medical Services and/or its authorized agents, representatives, affiliates or other service providers.

GMS Travel Assistance: the assistance service which has been appointed by GMS to perform all assistance services where indicated under this policy.

government health plan: any plan of insurance provided by or under the administrative control of any provincial or territorial government or agency in accordance with any law (other than the Unemployment Insurance Act of Canada) or any plan providing insurance coverage regulated by any government.

heart disease: any disease of the heart including, but not limited to; angina, irregular heartbeat, heart attack, congestive heart failure, ischemic heart disease, valvular heart disease, and myocardial infarction.

hospital: an institution licensed as a *hospital* which is primarily engaged in providing medical, diagnostic and surgical services for the care and treatment of sick or injured persons on an in-patient basis, and, which has a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a legally licensed medical *physician(s)*. In no event shall the term "*hospital*" or "*general active treatment hospital*" mean any *hospital* or institution or part of such *hospital* or institution licensed or used principally as a clinic, continued care or extended care facility, convalescent home, rehabilitation centre, rest home, nursing home for the aged, health spa or treatment centre for drug addiction or alcoholism.

immediate family member: your legal or common-law spouse, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, in-law, or natural or adopted child.

injury: is the impairment of your physical condition caused from a sudden and unforeseen *accidental* event that is independent from an illness or disease which includes but is not limited to a physical wound, fracture or blow to the body.

medical condition(s): are any irregularities to your health:

- a. for which you receive *medical treatment* or *medical consultation*;
- b. related to undiagnosed symptoms for which you received *medical treatment* or *medical consultation*; or
- c. related to undiagnosed symptoms which would have caused an ordinary person to seek *medical treatment* or *medical consultation*.

medical consultation: the act of meeting with a *physician* for the purpose of discussing and evaluating signs or symptoms in an effort to diagnose a *medical condition*, illness or *injury*; or for the purpose of evaluating your progress and *medical treatment* of a *medical condition*, illness or *injury*.

medical emergency: a sudden or urgent happening that arose during your trip and requires immediate action. A *medical emergency* no longer exists when the medical evidence indicates that no further treatment is required at your destination, or indicates you are able to return to your *country of origin* for further treatment.

medical treatment: any medical, therapeutic or diagnostic measure prescribed or recommended by a *physician* in any form, including; prescription medication; investigative testing; in-*hospital* care; surgery; or other prescribed or recommended action directly referable to the applicable condition, symptom or problem.

period of coverage: the number of days of coverage for which a premium has been paid and for the dates indicated on your application.

physician: a duly qualified doctor of medicine, who is not an *immediate family member*, and is entitled under the laws of the Province, State or Country where the services are rendered to prescribe drugs and administer *medical treatment*. A *physician* does not include a naturopath, herbalist, or homeopath.

policyholder: the person who has applied and paid the premiums to GMS for a plan and whose application has been approved by GMS.

reasonable and customary: charges that are reasonably comparable to those normally charged for that service in the particular area where the service is received.

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

side trip: a brief add-on or short trip that is off the main route of an itinerary or the main trip.

spouse: the person to whom you are legally married or with whom you have resided for at least twelve (12) months and whom you present publicly as your *spouse*.

stable: a *medical condition* is *stable* if, during the period of time specified in the policy, you:

- a. have not received new *medical treatment*;
- b. have not been prescribed a new prescription medication;
- c. have not had a change in *medical treatment*;
- d. have not had an *alteration* in a prescribed medication;
- e. have not experienced a deterioration in your condition;
- f. have not experienced new, more frequent or more severe symptoms;
- g. have not had or required *medical consultation* to investigate symptoms that remain undiagnosed;
- h. have not required in-*hospital* care or a referral to a specialist, including initial follow-up visits, tests or investigations related to the medical condition and pending results; and/or
- i. do not anticipate further *medical treatment* after departure from your *country of origin*.

start date: the calendar date on which a change or an extension to coverage is to begin.

sum insured: the maximum sum payable, which you selected at the time of purchase, or which applies automatically to, a given insurance coverage.

surgeon: a *physician* who practices surgery.

terrorism: an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government group, association or the general public for religious, political or ideological reasons or ends, and does not include any act of *war*, act of foreign enemies or rebellion.

transportation: means economy class transport on a *common carrier* whether by land, air or sea.

war: armed conflict, whether or not *war* has been declared, between nations or factions within a nation.

you or your: any person who is eligible for coverage for any benefit under this policy.



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