

Medipac's Legion Annual Plan Travel Insurance Policy

Underwritten by Old Republic Insurance Company of Canada

Please read this policy carefully for an understanding of the coverage provided. *You* may cancel *Your* policy within 10 days of the purchase date with a full return of premium provided *You* have not departed on *Your Trip* and there is no claim in progress. This policy is underwritten by Old Republic Insurance Company of Canada, which has appointed Medipac International Inc. (Medipac) to perform certain administrative services, including enrolment and customer service, and Medipac Assistance International Inc. (Medipac Assist) to perform all assistance and claims services. The *Company* will pay benefits as specified in the section "THE BENEFITS," subject to the exclusions, limitations, definitions and other provisions of this policy. For an understanding of the exclusions, please refer to "WHAT IS NOT COVERED" and "GENERAL LIMITATIONS". The section titled "THE DEFINITIONS" provides an explanation of the words and phrases shown in italics.

This coverage is available to Canadian residents only and must be purchased prior to the *Effective Date of Insurance* and from within Canada. *You* must be covered under the Government Health Insurance Plan of the Canadian province or territory in which *You* reside. Family coverage is available to *You*, *Your Spouse* and *Your Children* who are accompanying *You* on *Your* entire *Trip*.

This policy covers *Reasonable Expenses* incurred by *You* outside *Your* province or territory of principal residence; that result from a *Medical Emergency* occurring during the period of coverage (as explained below); and that *You* incur for *Medically Necessary Medical Treatment*.

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

This insurance policy is in force only if Medipac has received *Your* completed application and full premium; *You* have met the eligibility requirements; and a policy has been issued.

This insurance policy can only be extended with a Medipac Travel Insurance Plan and cannot be used as a top up.

PERIOD OF COVERAGE

Your period of coverage for every *Trip* under the Annual Plan begins:

1. **For travel outside of Canada:** at 12:01 a.m. on each day *You* leave Canada during the 365-day period beginning on *Your Effective Date of Insurance*. *Your* coverage ends on the earlier of: (a) 12:01 a.m. 17 days after the date *You* leave Canada, unless an extension has been approved; (b) the date *You* return to Canada; or (c) 364 days after *Your Effective Date of Insurance*.
2. **For travel within Canada:** at 12:01 a.m. on each day *You* leave *Your* Canadian province or territory of principal residence during the 365-day period beginning on *Your Effective Date of Insurance*. *Your* coverage ends on the earlier of: (a) 12:01 a.m. 60 days after the date *You* leave *Your* Canadian province or territory of principal residence; unless an extension has been approved; (b) the date *You* return to *Your* Canadian province or territory of principal residence; or (c) 364 days after *Your Effective Date of Insurance*.

The period of coverage is subject to the automatic extension provision explained in "WHAT HAPPENS TO MY INSURANCE COVERAGE IF I AM HOSPITALIZED AND CANNOT RETURN ON MY SCHEDULED RETURN DATE?"

WHAT SHOULD I DO IF I NEED TO SEEK TREATMENT WHILE TRAVELLING?

You MUST notify Medipac Assist PRIOR to seeking *medical treatment* – keep *Your* policy number and the following telephone numbers easily accessible.

1-888-897-0019 (U.S. and Canada) or 416-391-9011 (collect from all other locations).

Failure to call will result in reimbursement of only 75% of all eligible covered expenses to a maximum of \$25,000 USD

If *You* are not able to call because *You* are medically incapacitated, *You* or someone on *Your* behalf **MUST** contact Medipac Assist as soon as reasonably possible. Do not assume that someone has called Medipac Assist on *Your* behalf; it remains *Your* responsibility to ensure that Medipac Assist has been contacted.

All medical procedures and/or tests (**including** but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Angioplasty, Nuclear Stress Test, Angiogram or Cardiac Catheterization or **ANY** surgery) **MUST** be authorized by Medipac Assist in advance. Reimbursement is subject to the terms and conditions of this policy.

Whenever possible, Medipac Assist will:

- verify *Your* insurance coverage;
- direct *You* or transfer *You* to one of our network of *Hospitals*, *Physicians* or other medical providers and help to manage *Your* emergency medical claim;
- provide multilingual interpreters to communicate with *Physicians* and *Hospitals* in foreign countries;
- contact *Your* family and *Physician*;
- pay *Covered Expenses* directly to *Hospitals*, *Physicians* and other medical providers on *Your* behalf;
- monitor *Your* medical condition;
- arrange for return transportation to a *Hospital* in Canada, if necessary.

A *Medical Treatment* plan will be developed to provide *Medically Necessary Medical Treatment* in a managed care setting.

You **MUST** provide authorization for the release of medical records and information from *Your* attending *Physician(s)* (including any test results, hospital and pharmaceutical records).

No benefits will be payable under this policy without the required information.

THE DEFINITIONS

The following words have specific meanings:

"Act of Terrorism" means any activity, save and except an *Act of War*, against persons, organizations, property (whether tangible or intangible) or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

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

and the effect or intention of the above is to:

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

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

"Children" means unmarried dependent sons, daughters, grandsons, or granddaughters who are under the age of 19 and over the age of 12 months and reside in *Your* principal residence; are enrolled on a full-time basis in a school (if over age five); are accompanied by an *Insured* on a *Trip*; and are named on the application as an *Insured*.

"Company" means Old Republic Insurance Company of Canada.

"Covered Expense" means *Reasonable Expenses* in excess of the Government Health Insurance Plan of the Canadian province or territory in which *You* reside, any other Insurance Plan with the same or similar coverage provided under this policy, or any private or provincial or territorial Auto Insurance Plan for supplies, treatment or services listed in The Benefits section subject to policy limitations.

"Deductible" means the amount of *Covered Expenses* that *You* will be responsible for paying. The *Deductible* applicable to this policy is \$99 USD and applies to each *Trip*.

"Effective Date of Insurance" means the date *You* choose *Your* insurance coverage to take effect as indicated on *Your* application for insurance.

"Hospital" means an institution which is licensed as a hospital and which:

- (a) is primarily engaged in providing medical, diagnostic and surgical services for the care and treatment of sick or injured persons on an inpatient basis; and
- (b) provides medical care under the supervision of a staff of *Physicians*, with 24-hour-a-day care by registered nurses; and
- (c) is not otherwise licensed as a home for the aged, a rest home, health spa, nursing home, convalescent hospital, hospice, palliative care facility, a place for the care and treatment of drug addicts or alcoholics, custodial or educational facility, or any rehabilitation facility.

"Hospitalized" and **"Hospitalization"** means confinement in a *Hospital* as defined above.

"Injury" means any accidental bodily harm that occurs and results in *Covered Expenses* while this policy is in force. Such *Injury* must be caused solely by external, violent and accidental means, through no fault of *Your* own, and independent of *Sickness* and of any other cause.

"Insured" means a person who is named on the application for insurance, to whom a policy has been issued, and in whose name the required premium has been paid.

"Medical Attention": see Policy Page 7 for details.

"Medical Emergency" means a *Sickness* or *Injury* which:

- (a) results in symptoms which occur suddenly and unexpectedly; and
- (b) requires immediate *Physician's* care to prevent death or serious impairment of *Your* health and/or to relieve acute pain and suffering; and
- (c) occurs outside *Your* Canadian province or territory of principal residence.

"Medical Treatment" means any reasonable medical, therapeutic or diagnostic measure, service or supply that is *Medically Necessary* and that is prescribed by a *Physician* in any form, including prescribed medication, reasonable investigative testing, *Hospitalization*, surgery or other prescribed or recommended treatment directly related to a condition, symptom, illness or disease. *Medical Treatment* does not include either: (a) the use of prescribed drugs or medication for a controlled condition, symptom, illness or disease when the dosage, drug or medication remains unchanged; or (b) a check-up where the *Physician* observes no change in a previously noted condition, symptom, illness or disease.

"Medically Necessary" in relation to any service, supply or other matter means one which is ordered by a *Physician* and one which the *Company* determines is:

- (a) provided for the diagnosis or direct treatment of an *Injury* or *Sickness*;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of the *Insured's Injury* or *Sickness*;
- (c) not experimental or investigative;
- (d) provided in accordance with generally accepted medical practice;
- (e) not possible to delay until *You* return to Canada; and
- (f) the most appropriate supply or level of service which can be provided on a cost-effective basis (including, but not limited to, inpatient vs. outpatient care, electric vs. manual wheelchair, surgical vs. medical or other types of care).

The fact that the *Insured's* attending *Physician* prescribes the services or supplies does not automatically mean such services or supplies are *Medically Necessary* and covered by this policy.

"Physician" means a medical practitioner (other than the *Insured*, a *Spouse* or relative) who was at the time of treatment currently licensed to prescribe and administer *Medical Treatment* within the scope of a medical doctor's licence, or a surgeon who performs surgery within the scope of a surgeon's licence and whose legal and professional standing within their jurisdiction is equivalent to a doctor of medicine (M.D.) duly licensed to practise in any province or territory of Canada.

"Pre-existing Condition": see Policy Page 7 for details.

"Reasonable Expenses" means expenses which are incurred for *Medical Treatment* at a level usually provided for cases that are of the nature and severity of the *Medical Emergency* being treated, provided they are in accordance with representative fees and prices in the area.

"Routine Check-up" means any medical examination which is performed for the purpose of general health monitoring, which may include routine medical tests and which is unrelated to any specific symptom, illness, condition or disease.

"Sickness" means an illness or disease which results in a *Covered Expense* while this coverage is in force. The *Sickness* must be serious enough for a reasonable person to seek personal *Medical Treatment* from a *Physician*.

"Spouse" means a person with whom the *Insured* is cohabiting and who either:

- (a) is legally married to the *Insured*; or
- (b) has lived with the *Insured*, in a conjugal relationship, for a period of twelve (12) consecutive months immediately prior to the *Effective Date of Insurance* of this policy and who has been publicly represented as the *Insured's* spouse in the community in which they reside.

"Stable and Controlled": see Policy Page 7 for details.

"Trip" means the defined period of travel between the time *You* leave home and the date *You* are scheduled to return home within *Your* period of coverage.

"Trip Start Date" means the Date of Departure each time *You* leave *Your* province or territory of principal residence during the 364 days beginning on *Your Effective Date of Insurance*.

"You" and **"Your"** mean the same as *Insured* defined above.

THE BENEFITS

The following are *Covered Expenses* provided they are incurred by an *Insured* as a result of a *Medical Emergency*.

1. Hospital/Medical/Ambulance Expenses:

- (a) *Hospital* room and board, up to the semi-private charge, services, supplies, intensive care unit and coronary care unit expenses;
- (b) *Physician's* charges for medical and surgical care;
- (c) X-rays and other diagnostic tests when prescribed by the attending *Physician* and approved in advance by Medipac Assist;
- (d) The cost of local licensed ambulance service to the nearest medical facility able to provide appropriate care;
- (e) Drugs and medication which by law require a written prescription and are dispensed by a pharmacist up to a maximum limit of a 30-day supply;
- (f) The cost or rental of casts, splints, trusses, braces, crutches, rental of a wheelchair or other medical appliances when prescribed by a *Physician* and approved in advance by Medipac Assist.

2. Private Duty Nursing Expenses: covers the cost of the professional services of a registered private duty nurse for out-of-*Hospital* nursing care only if recommended as *Medically Necessary* by the attending *Physician*. Charges for the services of a registered private duty nurse who is a *Spouse* or is related to *You* are not covered. The maximum benefit amount is \$7,500. This benefit must be approved in advance by Medipac Assist.

3. Chiropractic Services: covers the cost of the professional services of a licensed chiropractor for a *Medical Emergency*. Charges for the services of a licensed chiropractor who is a *Spouse* or is related to *You* are not covered. The benefit amount is a maximum of \$500.

4. Other Professional Services: covers the cost of the professional services of a licensed chiropodist, osteopath, podiatrist or physiotherapist only if recommended as *Medically Necessary* by the attending *Physician*. Charges for the services of a licensed practitioner who is a *Spouse* or is related to *You* are not covered. The benefit amount is a maximum of \$500.

5. Emergency Dental Expenses: If *You* suffered an *Injury* to *Your* teeth as a result of an external accidental blow to the mouth or face (chewing accidents are not covered), *You* will be reimbursed up to \$5,000 per *Insured* person for dental treatment to repair or replace natural teeth or permanently attached artificial teeth. Dental treatment must take place within 90 days of the accidental blow to the mouth or face. If *You* need treatment for relief of dental pain, a maximum of \$300 will be allowed for such treatment. Dental treatment must take place before *You* return to *Your* Canadian province or territory of principal residence.

6. Return of Vehicle: If neither *You* nor anyone travelling with *You* is able to operate *Your* owned or rented vehicle due to *Sickness, Injury* or death while travelling outside *Your* province or territory of residence, this policy will reimburse a maximum of \$3,000 for the return of the vehicle.

Eligible for reimbursement is the lesser of the cost of the return performed by a professional agency or the following necessary and reasonable expenses incurred by an individual returning the vehicle on *Your* behalf: fuel, meals, overnight accommodation and one-way economy airfare. To receive reimbursement, original receipts must be submitted. Any other expenses are not covered. Benefits will only be payable when pre-approved and/or arranged by Medipac Assist and the vehicle is returned to *Your* normal place of residence or the nearest appropriate rental agency within 30 days of *Your* return to Canada. Car rental costs while awaiting the return of *Your* vehicle are not eligible expenses. A copy of vehicle ownership is required.

7. Bringing a Relative to Your Bedside: covers the cost of a round-trip economy class airfare, accommodations and out-of-pocket expenses to have one family member or a close friend visit *You* in *Hospital*. The benefit amount is up to \$200 per day to a maximum of \$1,000. This benefit is payable in the event *You* are in *Hospital* for at least three (3) consecutive nights due to a *Medical Emergency*. The *Company* requires original receipts for the incurred costs. This benefit must be approved in advance by Medipac Assist.

8. Out-of-Pocket Expenses for Accompanying Family Member: covers the cost of *Reasonable Expenses* for commercial accommodation, meals, essential telephone calls and taxi expenses incurred by an accompanying family member in the event that *You* are *Hospitalized* on the scheduled return date to Canada. The benefit amount is up to \$200 per day to a maximum of \$1,800. The *Company* requires all original receipts for the expenses incurred.

9. Return of Spouse: covers the cost of an economy class airfare to the departure point for the return of *Your Spouse*, if the *Company* requires that *You* return to Canada for immediate *Medical Treatment* or in the event of *Your* death. This benefit is payable up to a maximum of \$2,500 and must be approved in advance by Medipac Assist. *Your Spouse* must be covered under this policy.

10. Return of Children: covers the cost of economy class airfare to return *Your Insured Children* and a qualified escort, when required by the airlines, to *Your* departure point, if the *Company* returns *You* to Canada for immediate *Medical Treatment* or in the event of *Your* death. The *Insured Children* must be under *Your* care during *Your* entire *Trip* and must be covered under this policy. This benefit is payable up to a maximum of \$2,500 must be approved in advance by Medipac Assist.

11. Emergency Air Transportation: covers, as a result of a *Sickness* or *Injury*: (a) the cost of a one-way, economy class airfare to *Your* departure point in Canada; or (b) the cost of additional airline seats to accommodate a stretcher when recommended by the attending *Physician*. This benefit must be arranged and approved in advance by Medipac Assist.

12. Qualified Medical Attendant: covers the *Reasonable Expenses* for the services of a medical attendant. These services must be on the recommendation of a *Physician* and must be approved in advance by Medipac Assist. Charges for the services of a medical attendant who is a *Spouse* or is related to *You* are not covered.

13. Air Ambulance: covers the reasonable cost of air ambulance transportation, when medically required, between *Hospitals*. This benefit must be arranged and approved in advance by Medipac Assist.

14. Return of Deceased: covers the cost of preparation and transportation of a deceased *Insured* to the original departure point in Canada. This benefit includes the cost of a standard transportation container (excludes cost of a casket). The maximum benefit amount is \$5,000. For cremation or burial of the deceased *Insured* at the place of death, the maximum benefit amount is \$2,500. If it is necessary to identify the deceased *Insured* before release of the body, the benefit also covers the cost of a round-trip, economy class airfare for one family member or close friend and their out-of-pocket expenses up to \$200 per day to a maximum of \$800. The *Company* requires original receipts for the incurred costs. This benefit must be approved in advance by Medipac Assist.

NOTE: NOTWITHSTANDING THE OTHER PROVISIONS OF THIS POLICY, ANY *MEDICAL TREATMENT*, SERVICE OR SUPPLY THAT IS NOT SPECIFICALLY LISTED IN THE SECTION "THE BENEFITS" IS NOT COVERED BY THIS POLICY.

WHAT IS NOT COVERED

PRE-EXISTING CONDITIONS

This insurance does not provide coverage for **any** *Medical Emergency* concerning, relating to, caused by or arising from any of the following:

1. Any *Pre-Existing Condition* that was not *Stable and Controlled* in the 180 days immediately prior to *Your Trip Start Date*. This includes any reaction that results from a change in medication prescribed for such a condition.

"Pre-Existing Condition" means any medical or physical condition, symptom, illness or disease for which *Medical Attention* was received or for which an ordinarily prudent person would have sought *Medical Attention* prior to *Your Trip Start Date*.

"Stable and Controlled" means:

- (a) the medical or physical condition, symptom, illness or disease did not first manifest itself; and/or
- (b) the medical or physical condition, symptom, illness or disease was not investigated; and/or
- (c) the medical or physical condition, symptom, illness or disease has not worsened; and/or
- (d) no change in any medication or its usage or dosage occurred, was prescribed and/or recommended by a *Physician*; and/or
- (e) no *Medical Attention* was received, prescribed or recommended by a *Physician*.

"Medical Attention" means any medical, therapeutic or diagnostic procedure, service or supply that is prescribed, performed or recommended by a *Physician*, including but not limited to prescribed medication, investigative testing or surgery. *Medical Attention* does not include either the unchanged use of prescribed medication for a medical condition, symptom or problem which is *Stable and Controlled* or a *Routine Check-up*.

A change in medication does not apply to cholesterol lowering medication or to a change in any other medication from a brand name medication to a generic brand medication (insofar as the dosage is not modified). If *You* are taking Coumadin (warfarin) or insulin and are required to have *Your* blood levels tested on a regular basis and *You* are required to adjust the dosage of *Your* medication only to ensure correct blood levels are maintained, such a change is not considered to be a change in medication, provided *Your* medical condition remains unchanged.

2. Any medical or physical condition, symptom, illness or disease that required a *Hospitalization* or one (1) or more Emergency Room visits in the five (5) years prior to *Your Trip Start Date*.
3. Any medical or physical condition, symptom, illness or disease for which treatment and/or investigation(s) was recommended but not received prior to *Your Trip Start Date*.

GENERAL EXCLUSIONS

This insurance does not cover, provide services or pay expenses resulting directly or indirectly from:

4. A *Trip* that is taken contrary to medical advice.
5. An *Act of War*, whether declared or not, any act of civil war, rebellion, armed conflict, insurrection or *Act of Terrorism*, participation in a riot, civil commotion or demonstration or service in the armed forces of any country.
6. Suicide, attempted suicide or self-inflicted *Injury*.
7. (a) Normal pregnancy; (b) normal childbirth; or (c) any complication, condition or symptom of pregnancy occurring within the last 18 weeks before the expected date of delivery or 9 weeks after.
8. Any child born during a *Trip*.
9. Any medical condition related to a birth defect for *Children* under two (2) years of age.
10. A *Trip* made for the purpose of obtaining a diagnosis, treatment, investigation, surgery or palliative care, whether or not it was recommended by a physician.
11. Emotional, psychological or mental disease, disorder, condition or symptom.
12. Medical or surgical treatment which is not a *Medical Emergency*, is primarily cosmetic, or is experimental.
13. Any medical or physical symptom, illness or disease for which, prior to *Your Trip Start Date*, *Medical Attention* or a change in medication has been recommended or scheduled for a date after *Your Trip* begins.
14. Expenses for which no charge would normally be made in the absence of insurance.
15. Rehabilitation, the continued treatment, complication, or reoccurrence of the medical condition which caused the *Medical Emergency*, once *You* are discharged from the *Hospital* or once a *Medical Emergency* ends, as determined by the *Company*.
16. Any expenses incurred after the date on which *You* have declined an offer of repatriation and/or medical evacuation.
17. The commission or attempted commission of any criminal act by *You*.
18. Any treatment, services or supplies not Medically Necessary (as defined), or any medical procedures and/or tests (including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Angioplasty, Nuclear Stress Test, Angiogram or Cardiac Catheterization) not authorized by Medipac Assist in advance. All surgeries must be authorized by Medipac Assist prior to being performed except in extreme circumstances where surgery is performed on an emergency basis immediately upon admission to a *Hospital*.
19. Emergency medical relocation unless arranged and approved in advance by Medipac Assist.
20. Any treatment, services or supplies provided by a home for the aged, a rest home, health spa, nursing home, convalescent hospital, hospice, palliative care facility, a place for the care and treatment of drug addicts or alcoholics, custodial or educational facility, or any rehabilitation facility.
21. Any *Hospital* or medical benefits if *You* are not covered under the Government Health Insurance Plan of *Your* Canadian province or territory of principal residence.
22. Any damage to or loss of: hearing aids, eyeglasses, sunglasses, contact lenses, artificial teeth or artificial limbs and resulting prescription thereof.
23. The abuse of drugs or alcohol, non-compliance with or the refusal to accept recommended medical treatment, or the abuse of prescribed medication (including non-compliance with or refusal to take prescribed medication), whether prior to or during *Your Trip*.
24. The regular treatment or regular care of a condition that existed prior to *Your Trip Start Date* or any expense in connection with general health examinations or regular check-ups.

25. A Heart, Lung, Liver, Kidney, Pancreatic or Bone Marrow Transplant.
26. A condition for which *You* refused or delayed recommended treatment or investigation prior to *Your Trip Start Date*.
27. Any medical or physical condition, symptom, illness or disease for which the results of any test(s) and/or investigation(s) were not available prior to the *Effective Date of Insurance* or *Your Trip Start Date*.
28. Any expenses incurred during a *Trip* for which proof of departure has not been provided.
29. Any medical treatment or condition resulting from the practice or training for, or participation in, any high-risk sport, activity or behaviour, including but not limited to hang gliding, rock climbing, mountaineering, parachuting, paragliding, skydiving, acrobatic or stunt flying, snorkeling, scuba diving, rodeo, or bungee jumping.
30. Any medical treatment or condition resulting from the practice or training for, or participation in, professional sports, speed or endurance contests or motorized speed contests.
31. Any medical treatment or condition resulting from any flight accident unless riding as a passenger on a commercially licensed airline.
32. Any *Medical Emergency* that occurs in any city, region or country where the Government of Canada has issued a travel advisory to "avoid all non-essential travel" or "avoid all travel" prior to *Your Trip Start Date*.
33. Any expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.

GENERAL LIMITATIONS

INDIVIDUALS EXCLUDED FROM COVERAGE

You cannot be covered by this policy, and all insurance coverage is null and void, and the liability of the *Company* will be limited to return of premium if prior to *Your Effective Date of Insurance*:

1. Coverage is not purchased for the entire duration of *Your Trip* (unless otherwise expressly stated in this policy).
2. Coverage is applied for while outside Canada (with the exception of post-departure applications for extension of coverage).
3. Any material misrepresentation is made in connection with the application or with any claim for benefits under this policy.

MISSTATEMENT

This insurance is null and void in the case of fraud or attempted fraud, or if *You* conceal or misrepresent any material fact in *Your* application for this policy.

CHANGE IN EFFECTIVE DATE

If there is a change in *Your Effective Date of Insurance*, notice must be provided to Medipac from within Canada prior to the *Effective Date of Insurance* shown in *Your* application. *You* are not required to provide advance notice of *Your Trip Start Date(s)*. **However, evidence of these dates will be required at the time of claim.**

IS THERE ANYTHING ELSE I NEED TO KNOW?

Yes, the following are the general conditions that apply to *Your* insurance under this policy:

- A. This policy will reimburse *You* for *Covered Expenses* up to a maximum of \$2,000,000 USD per *Insured*.
- B. The *Company* and its agents are not responsible for the availability, quality or results of any *Medical Treatment* or transportation, or the failure of the *Insured* to obtain *Medical Treatment* or proper *Hospitalization*.
- C. The *Company* reserves the right to return *You* to Canada or to transfer *You* to one of our preferred health care providers. **Refusal to comply with the transfer or the return to Canada renders this policy null and void** as of the date and time of *Your* refusal. After that date and time no expenses will be paid under this insurance policy; for greater clarity, coverage under this policy will cease.
- D. There is no insurance coverage if the premium is not received by Medipac due to an N.S.F. cheque or invalid credit card charge.
- E. Every action or proceeding against the *Company* or its agents for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation.
- F. In no event will a claim be accepted after one year from the date of occurrence.
- G. Any fraud, attempted fraud, misrepresentation or non-disclosure of any material fact relating to this insurance or to a claim under this policy renders this policy null and void.
- H. Where the *Company* has incurred expenses on *Your* behalf for a loss caused by, or that can be attributed to a third party, the *Company* has the right to subrogate any incurred expenses against the third party and/or any other person or entity that may be obligated to indemnify the third party (and/or *You*) or that may be deemed responsible for the loss ("Responsible Party"). The *Company*, at its own expense, has the right to initiate or continue legal proceedings ("Legal Claim"), in *Your* name, against the Responsible Party. *You* must take all reasonable steps to assist the *Company* in advancing the Legal Claim. Where *You* initiate a Legal Claim, or seek compensation for *Your* loss, the *Company's* rights of subrogation must be sufficiently addressed, and the *Company* kept informed of any negotiations. The *Company* has the right to review, approve and/or reject any offer of compensation or settlement. Any funds received by *You* or *Your* representatives, in compensation or settlement for *Your* loss, must first be applied to any expenses incurred by the *Company*, and the *Company* reimbursed accordingly.
- I. When the *Company* has made *Hospital* or other medical payments on *Your* behalf, *You* must sign an Authorization Form which authorizes and allows the *Company* to recover such payments from *Your* other insurers and other health plans (including *Your* Government Health Insurance Plan). *You* must assist the *Company* in obtaining such reimbursement. If an advance has been made for any expense that is not covered by this insurance policy, *You* will be required to reimburse the *Company*.
- J. All benefit amounts under this policy are stated in United States currency unless stated otherwise. If *You* have paid a *Covered Expense* in a currency other than that of United States, any reimbursements made will be in Canadian currency at the prevailing rate of exchange on the date the service was provided. No sum payable under this policy shall bear interest.
- K. This insurance is supplementary health coverage, i.e. this policy covers expenses in excess of those covered under *Your* Government Health Insurance Plan, any Private or Provincial or Territorial Auto Insurance Plan or any other insurance. If *You* have similar out-of-country/province extended health benefits with a lifetime maximum coverage of:
(a) CDN\$50,000 or less, the *Company* will not co-ordinate payment with such coverage; or (b) over CDN\$50,000, the *Company* will co-ordinate payment with such coverage in excess of CDN\$50,000.

- L. For purposes of determining the validity of a claim, **hospital records, pharmaceutical records and the medical records of Your attending Physician(s) (including Your Canadian Physician(s)), will be obtained and reviewed by the Company.** Your claim cannot be processed and no benefits will be payable under this policy without the required information.
- M. The *Company* has the right, and *You* shall afford the *Company* the opportunity, to have *You* medically examined by an independent medical professional, when and as often as may reasonably be required while benefits are being claimed or paid under this policy. In the event of death, the *Company* has the right to request an autopsy if not prohibited by law.
- N. Despite any other provision contained in the contract, **the contract is subject to the applicable statutory conditions in the Insurance Act**, as applicable in *Your* province or territory of residence, respecting contracts of accident and sickness insurance.
- O. The right of any person to designate persons to whom or for whose benefit insurance money is payable is restricted.

WHAT HAPPENS TO MY INSURANCE COVERAGE IF I AM HOSPITALIZED AND CANNOT RETURN FROM MY TRIP?

This policy provides an automatic extension of coverage at no additional cost to *You* in each of the following situations:

1. If *You* are in *Hospital* due to *Injury* or *Sickness* and this *Hospitalization* prevents *You* from returning on your scheduled return date, this coverage will remain in force for the period of time *You* remain in *Hospital*, plus a further period of 72 hours following *Your* discharge from *Hospital*.
2. If *Your* return is delayed beyond the date *You* are scheduled to return from *Your Trip* due to the delay of a common carrier in which *You* are scheduled to travel; or, while travelling by automobile, *You* are involved in an accident or a mechanical breakdown, insurance coverage will be extended until *You* return to *Your* point of departure or for 72 hours after the date when the insurance coverage would otherwise have terminated, whichever occurs first.

However, in any event, insurance coverage will not be extended more than twelve (12) consecutive months immediately after the date of *Your Medical Emergency* which was the cause of *Your* delay beyond the date *You* are scheduled to return from *Your Trip*.

HOW DO I PRESENT MY CLAIM?

When *You* contact Medipac Assist at the time of *Your Medical Emergency*, we will send *You* a Claim Kit, containing everything necessary to submit *Your* claim, including instructions and forms (also available on our website at www.medipac.com). **Forms must be returned to our office within 30 days of receipt.** Failure to provide the required documents in a timely manner will reduce any amount payable under this policy.

To adjudicate *Your* claim, the *Company* will require:

- a completed Claim and Authorization and Release Form
- original invoices and/or receipts
- payment of *Your* \$99 Deductible,
- payment of outstanding premium, if any
- complete medical records including final diagnosis by the attending physician
- medical records relating to the continuation of any treatment after *Your* return to Canada
- historical medical records
- any other relevant documentation
- proof of *Your Trip Start Date*.

For payment, please submit **ONLY** original itemized bills, the HCFA-Form 1500, UB-04 (with itemized statement) OR an original itemized doctor's bill with:

- formal letterhead with full name and address
- tax I.D.
- procedure and diagnostic codes with dollar amounts
- original doctor's signature (stamped photocopied signatures are not acceptable)
- proof of payment by *You* or any other benefit plan

Original bills must be provided for any eligible out-of-pocket expenses. A cash register receipt is not considered an original bill. Where *You* have made a payment for *Covered Expenses* proof of payment must be provided.

For Claim inquiries please phone the Medipac Assist Claims Department:

Toll Free from the U.S.A. and Canada: **1-888-311-7762** or direct from other locations: (416) 391-9012

POLICY EXTENSIONS

All requests for an extension of coverage are subject to approval and are not guaranteed. Extension of coverage must be applied for and approved by Medipac either before *Your Trip Start Date* or within the 12 days immediately after *Your Trip Start Date*. To extend *Your* coverage *You* must call Medipac at 1-888-939-0001 toll-free from the U.S. or Canada, or at (416) 441-7058 from other locations during general office hours. Policy terms, conditions and exclusions will apply during the extension period.

Under this policy, *You* can extend any *Trip* during the 365-day period beginning on *Your Effective Date of Insurance* up to a total *Trip* length of 40 days.

In order to apply for an extension of coverage, *You* must be in good health and cannot have any medical condition for which surgery or *Hospitalization* is anticipated. **No extensions are available if a claim has been incurred.** To apply for an extension of coverage, call Medipac at 1-888-939-0001. A declaration of good health must be made before an extension can be issued. An Administration Fee per person, per extension, applies.

EXCLUSION:

Policy extensions do not cover, provide services or pay claims for expenses resulting directly or indirectly from any *Sickness* or *Injury* that was first manifest, first diagnosed, or first treated after *Your Trip Start Date* and prior to this extension taking effect.

REFUND POLICY

1. Premium cannot be refunded after the *Effective Date of Insurance*.
2. No refunds are available if a claim has been incurred.
3. All refund requests must be made in writing from within Canada.
4. *Your* request must include a statement that no claims have been incurred.

A refund will be provided to an *Insured* in the following situations:

FULL REFUND only if, prior to the *Effective Date of Insurance*:

- the *Insured* or his/her *Spouse* is unable to travel due to *Sickness* or *Injury* (a *Physician's* statement is required); or
- the *Insured* is unable to travel due to a death in the immediate family.

FULL REFUND less a \$25 Administration Fee per person if prior to the *Effective Date of Insurance*:

- the policy is cancelled for any other reason.

EXTENSION REFUND less a \$25 Administration Fee if:

- there are any unused days under an extension of coverage.

**All requests for refunds must be postmarked prior to *Your Effective Date of Insurance*, and must be mailed to:
Medipac Travel Insurance, 180 Lesmill Road, Toronto ON M3B 2T5.**

IMPORTANT NOTICE - PLEASE READ CAREFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable medical emergencies. It is important that you read and understand your policy before you travel, as your coverage is subject to certain conditions, limitations and exclusions.
- A pre-existing exclusion may apply to medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your policy and how it relates to your departure date, date of purchase or effective date.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.
- Travel insurance requires you to notify the designated assistance company prior to treatment. Your policy may limit benefits should you not contact the assistance company within a specified time period.

Please read your policy carefully before you travel.