



### IN THE EVENT OF AN EMERGENCY OR HOSPITALIZATION, YOU MUST CALL THE ASSISTANCE COMPANY IMMEDIATELY:

From Canada and U.S., call toll free 1-800-670-4426 From anywhere, call collect 416-340-1980

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

#### SECTION I

##### Important Notices

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II-DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.
3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your policy and how it relates to your effective date.
4. In the event of an *accident, injury or sickness*, your prior medical history will be reviewed after a claim has been reported.
5. All amounts are in Canadian currency, unless indicated otherwise.
6. Your policy provides assistance for medical *emergencies*. If you experience a medical *emergency*, you must notify our *assistance company* prior to *treatment* or within 24 hours of receiving *emergency medical treatment* or being admitted to *hospital*. Your policy may limit benefits should you not contact the *assistance company*.
7. This policy is underwritten by Co-operators Life Insurance Company (the *insurer*).

Please read this policy carefully.

#### SECTION II

##### Definitions

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

**Act(s) of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

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

**Administrator Company** means Johnson Fu Insurance Agency Inc. appointed by the *insurer* in administering this JF Optimum Visitor insurance policy.

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

**Assistance Company** means TIC Travel Insurance Coordinators Ltd., a wholly-owned subsidiary of The Co-operators, which is responsible for providing travel assistance, case management and claims assistance services.

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

- a. over fifteen (15) days of age and under twenty-two (22) years of age on the date of purchase of this policy; or
- b. a child of any age over fifteen (15) days who has a permanent physical impairment or a permanent mental deficiency on the date of purchase.

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

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

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

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

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

- a. your *application date*;
- b. 12:01 a.m. (local time) on the effective date as shown on your application or confirmation of insurance; or
- c. the specific time and date of your arrival in Canada. Proof of your date of arrival may be required.

**Exception:** When you purchase this policy prior to leaving your *country of origin* and provided you have paid the appropriate premium, coverage will commence on the date of departure from your *country of origin* (date indicated on your plane ticket) for your uninterrupted trip to Canada.

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

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

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

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

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

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

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

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

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

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

**Insurer** means Co-operators Life Insurance Company.

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

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

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

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

**Physician** means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than yourself or an *immediate family member*.

**Pre-Existing Medical Condition(s)** means any medical condition, *sickness or injury* for which at any time prior to the *effective date*, you have experienced symptoms, you have received medical care, advice, investigation or *medical treatment*, you have been *hospitalized*, you have been prescribed (including prescribed as needed) or have taken medication, or you have undergone a medical surgical procedure.

**Professional Sport** means an activity that allows you to earn the majority of your income by engaging in such activity.

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

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

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

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

**Stable means:**

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

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

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

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



## SECTION III

## Eligibility

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

- be at least 15 days old on the date of purchase; and have been discharged from *hospital* for at least 48 hours prior to coverage;
- hold a Canadian work visa or student visa;

- be a Canadian or landed immigrant not covered by a *government plan* in Canada; or
- be a visitor to Canada.

## SECTION IV

## Benefits

## Coverage Offered

This plan provides coverage for the *reasonable and customary costs* incurred by you in case of *emergency* occurring while in Canada or while on a temporary visit to another country (other than your *country of origin*) provided you spend at least 51% of your covered trip's duration in Canada. The *insurer* will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the *government plan* in your province or territory of residence for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.

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

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

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

## Eligible expenses include

- Hospitalization:** *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for *emergency* care during *hospitalization*.
- Physician Charges:** *Medical treatment* by a *physician*.
- Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, gastroscopy, enteroscopy, ultrasounds or biopsies, unless necessary in a *medical emergency* and approved by the *assistance company* prior to any actions.
- Private Duty Nursing:** Expenses for the professional services of a registered nurse (non-family member) for private duty nursing while *hospitalized* during an acute *emergency sickness* or *injury*, when ordered by the attending *physician* and pre-approved by the *assistance company*.
- Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest *hospital*.
- Prescription Drugs:** Up to \$500, limited to a 30-day supply per prescription, unless you are *hospitalized*, drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.
- Medical Appliances:** When prescribed by a *physician* and approved in advance by the *assistance company*, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.

- Paramedical Services:** When a minimum 180-day policy is purchased, up to a maximum of \$500 per practitioner for the *emergency* services of an osteopath, physiotherapist, chiropractor, chiroprapist and/or podiatrist, provided such *treatment* is prescribed by a *physician*.
- Acupuncture Treatment:** When a 365-day policy is purchased, up to a maximum of \$500 for acupuncture *treatments*. *Treatments* must be prescribed by a Canadian *physician* and performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not have a DIN number.
- Treatment of Dental Accident:** *Emergency* dental *treatment* to a maximum of \$3,000 to repair or replace sound natural teeth or to repair dentures or other dental devices as result of an accidental blow to the face. You must consult a *physician* or a dentist immediately following the *injury*. *Treatment* must take place before you return to your *country of origin*. An accident report is required from the *physician* or dentist for claims purposes.
- Emergency Relief of Dental Pain:** *Emergency treatment* for the relief of acute pain to natural teeth, excluding fillings, root canals, crowns, bridges, tooth extractions and repairs to dentures or other dental devices. Coverage is limited to a maximum of \$500 during the coverage period.
- Flight Accident:** Up to the *sum insured* in case of death as a result of an *injury* sustained during the *period of coverage* while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same *accident* exceed \$300,000, the *insurer's* liability for that *accident* is limited to \$300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under a JF Optimum Visitor policy underwritten by the *insurer*.
- Repatriation:** When approved in advance and arranged by the *assistance company*. (Please refer to SECTION VI LIMITATIONS AND RESTRICTIONS # 7 - Right to Transfer.)
  - up to the cost of a one-way economy airfare to return you to your *country of origin*; or
  - the fare for additional airline seats to accommodate a stretcher or medical attendant, to return you to your *country of origin*.
- Preparation and Return of Remains:** In the event of death, up to a maximum of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her *country of origin*; or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit.
- 24-Hour Travel Assistance Services:**
  - Coordination of all medical care, transportation and repatriation;
  - Telephone interpretation services in most languages;
  - Monitor progress during *treatment* and recovery by managed care.
- Follow-Up Treatment:** Benefits are payable up to maximum limit of \$3,000 per policy for non-*emergency medical treatment*, provided *treatment* is a direct result of the initial *emergency medical treatment*.

## SECTION V

## Coverage

## A - The Contract

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

## B - Coverage Begins and Ends:

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

## C - Duration of Coverage

- The maximum *period of coverage* under this plan, including any extension(s), is 365 days for persons up to age 85 inclusively, and 180 days for persons age 86 years old or older. No coverage is available in excess of these periods either by extension, renewal or new policy for any *insured*, unless pre-approved by the *insurer*.
- A temporary visit to another country as part of your covered trip must:

- originate in Canada; and
- not exceed 49% of your covered trip's duration.

**Note:** A temporary visit to your *country of origin* is not covered.

- Waiting Period -** When coverage is purchased any time after your arrival in Canada:

- If you are age 86 or older, then in respect of any *sickness*, you will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 15 days following the *effective date* of this policy.
- If you are age 85 or under, then in respect of any *sickness*, you will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 48 hours following the *effective date* of this policy.
- For all ages, then in respect of any *sickness*, you will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within seven days following the *effective date* if the policy was purchased 183 days or more after arrival in Canada.
- The waiting period may be waived (upon approval from *administrator company*) if this policy:
  - is purchased on or prior to the *expiry date* of an existing policy already issued by the *administrator company* to take effect on the day following such *expiry date*, provided no increase in the aggregate policy limit (Sum Insured Option) or rate schedule change is applied for;
  - the *administrator company* specifically waives or modifies the waiting period in writing; or
  - if you have coverage with another insurer during the first part of your trip in Canada, and you are purchasing this insurance after your arrival in Canada and there will be no gap in your coverage, you may request to have the Waiting Period waived. You must provide proof satisfactory to the *administrator company* that you have other coverage in force prior to purchasing this policy and receive written approval from the *administrator company*.

- Stable Pre-existing Medical Condition Coverage**

- Stable pre-existing medical condition(s)* are eligible for coverage for *insureds* age 69 or younger.
- Stable pre-existing medical condition(s)* are eligible for coverage for *insureds* age 70 to 79 if you paid the required premium for the *stable pre-existing medical condition* coverage option on the date of purchase.

## D - Automatic Extension of Coverage

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

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

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

## E - Changes to Coverage

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

## F - Premium Payment

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies. The premium is based on your age as of the purchase date. A *family* rate is available. *Family* includes the applicant, age 60 and under, the applicant's spouse, age 60 and under, and *children*. The premium for *family* coverage is calculated at two times the premium for the eldest adult age 60 and under. If the premium paid is insufficient for the *period of coverage* selected, the *administrator company* will:

- charge and collect any underpayment; or
- shorten the policy period by written endorsement if an underpayment in premium cannot be collected. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of your payment exists.



**G - Family Coverage**

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

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

**H - Premium Refunds**

1. If cancellation of your policy is requested prior to the *effective date* of your policy, the full premium will be refunded.

2. If termination of your policy is requested because you must return to your *country of origin* prior to your scheduled *return date*, a partial amount (less an administration fee of \$25 per insurance policy) of the premium paid may be refunded, provided no claim has been incurred at any time during your trip.
3. Requests for refunds must be made in writing within 90 days of your policy *expiry date* to the *administrator company*. If the *administrator company* receives satisfactory proof (eg. airline ticket or customs/immigration stamp) of your actual *return date* to your *country of origin*, your refund will be calculated from that date, otherwise calculation of such refunds will be based on the post marked date of your written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

**1. Pre-Approval of Treatment**

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

**2. Notice to the assistance company**

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

**3. Limitation of Benefits**

Once you are deemed medically *stable* to return to your *country of origin* (with or without a medical escort) in the opinion of the *assistance company* or by virtue of discharge from *hospital*, your *emergency* is considered to have ended, where upon any further consultation, *treatment*, recurrence or complication related to the *emergency*, you will no longer be eligible for coverage under this policy.

**4. Benefits Limited to Reasonable and Customary Cost**

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

**5. Benefits Limited to Incurred Expenses**

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

**6. Availability and Quality of Care**

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

**7. Right to Transfer**

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

The *insurer* will not reimburse you for insured services or pay Flight Accident claims arising from:

1. any *sickness*, disease or *injury* which had manifested itself in the 120-day period immediately preceding the *effective date* of this policy. Unexpected *emergency sickness*, disease or *injury* shall be considered to have manifested itself when:
  - a. medical care, advice, investigation or *treatment* has been received; or
  - b. drugs or medicines have been taken or prescribed to treat the *sickness*, disease or *injury*; or
  - c. you have experienced symptoms which would cause a reasonably prudent person to seek diagnosis, care or *treatment*.

Under Exclusion # 1, whenever you purchase another JF Optimum Visitor policy because you are staying in Canada longer, each new policy will have a new *effective date* and you will not be covered under the new policy for any *sickness*, disease or *injury* which had manifested itself in the 120-day period immediately preceding that new *effective date*.
2. intentional self-*injury*, suicide or attempted suicide while sane or insane.
3. any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose, or chemical dependence on medication, drugs, alcohol, or other intoxicant, whether sane or insane.
4. any *sickness* or symptoms which manifested or were contracted or received *treatment* within:
  - a. 15 days following the *effective date* if you are age 86 or older; or
  - b. the first 48 hours following the *effective date* if you are age 85 or younger; if you purchased this policy after your arrival in Canada; or
  - c. the first 7 days following the *effective date* for all ages; if you purchased this policy 183 days or more after your arrival in Canada.
5. *hospitalization* or services rendered in connection with general health examinations for check-up purposes, *treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or *treatment* in connection with drugs, alcohol or any other substance abuse.
6. expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
7. an act of war or an act of terrorism when you are outside of Canada and covered under this insurance.
8. any *treatment*, *hospitalization* or surgery (including elective, non-elective, personal comfort, dental or cosmetic) which is not considered to be an *emergency*, even if it is recommended by a *physician*.

9. elective, non-*emergency*, medical or health-care *treatment* or insured services which you knew would be required when you applied for this policy.
10. a continuation or *treatment* or service first recommended or prescribed by a *physician* or health-care practitioner before the *effective date* of this policy or where such insured services were first initiated prior to the *effective date* of this policy or during the Waiting Period.
11. the purchase or replacement cost (prescribed or not), loss or damage to hearing devices; eye glasses; sunglasses; contact lenses; or prosthetic teeth, limbs or devices and prescription resulting there from.
12. your obtaining medical or health-care assessment or any form of report or document for the purposes of supporting an application to obtain immigrant status in Canada.
13. travel and accommodation expenses incurred for the purposes of receiving insured services.
14. a disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless you are *hospitalized*.
15. preventive medicine or vaccines or refill of prescription medication.
16. any medical condition you suffer or contract in a specific country, region or city for which Foreign Affairs and International Trade Canada has issued a formal Travel Warning before your *effective date*, advising against all or non-essential travel to that specific country, region or city. In this exclusion, the term medical condition is limited to the reason for which the formal Travel Warning was issued and includes complications arising from such medical conditions.
17. a criminal act or an attempt to commit a criminal act.
18. any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.
19. expenses resulting from participation in professional sports; any speed contest; SCUBA diving (unless PADI, ACUC or SSI certified); extreme sports, including, but not limited to: parachuting; mountaineering; skydiving; rodeo; hang gliding; bungee cord jumping; acrobatic flying; stunt flying or flight *accident* unless riding as passenger on a commercially licensed airline, except while being transported under the terms of the Repatriation benefit.
20. cataract surgery or services provided by an optometrist.
21. fillings, root canals, crowns, bridges, tooth extractions and repairs to dentures or other dental devices.

The *assistance company's* Emergency Assistance staff are available to answers your questions 24 hours a day, 7 days a week.

**1. Travel Assistance Centre**

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

**2. Benefit Information**

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

**3. Case Management**

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

**4. Interpretation Service**

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

**5. Direct Billing**

Whenever possible, we will instruct the *hospital* or clinic to bill the *insurer* directly.

**6. Claim Information**

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



Claim forms are available from the *administrator company* or from the *assistance company* online at [www.travelinsurance.ca/claim](http://www.travelinsurance.ca/claim)

**Please Contact:**

TIC Claims Department  
250 Yonge Street, Suite 2100  
Toronto, Ontario, Canada M5B 2L7

Toll free Canada/USA: 1-800-670-4426  
Collect worldwide: 416-340-1980

You must substantiate your claim by providing all documents listed below. (The *insurer*, *administrator company* or *assistance company* are not responsible for charges levied in relation to any such documents.)

1. A completed Claim Form (provided by the *administrator company* or *assistance company* upon notification of claim).
2. Original itemized bills from licensed medical provider(s) stating the patient's name, diagnosis, date and type of *treatment*, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.

3. Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.

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

Please refer to SECTION XI - STATUTORY CONDITIONS #5.

**Payment of Benefits**

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

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

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

**1. Subrogation**

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

**2. Other Insurance**

This insurance is a second payer plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently here with, amounts payable hereunder are limited to those covered benefits incurred outside your country of origin that are in excess of the amounts for which you are insured under such other coverage. All coordination with employee-related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *assistance company* seek to recover against employment-related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If your lifetime maximum is greater than \$50,000, the *assistance company* will coordinate benefits only above this amount.

**3. Misrepresentation and Non-disclosure**

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

**4. Arbitration**

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

**5. Applicable Law**

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, your heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

**6. Safeguarding Your Privacy**

The *administrator company* places great importance on the protection of your privacy. The *administrator company* and the *assistance company* collect your personal information when you apply for this insurance and in the event of a claim, to provide you with insurance services and to analyze your claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *assistance company* may collect your personal health information held by a third party. This information may be released to employees of the *administrator company* and the *insurer* for claims analysis and to better serve you. In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking your consent.

**7. Limitation of Actions**

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

**1. The Contract**

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

**2. Waiver**

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

**3. Copy of Application**

The *insurer* shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

**4. Material Facts**

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

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

- a. give written notice of claim to the *assistance company* by delivery thereof or by sending it by registered mail to the *assistance company* no later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
- b. within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *assistance company* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c. if so required by the *assistance company* or the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.

**6. Failure to Give Notice or Proof**

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

**7. The Assistance Company or the Administrator Company to Furnish Forms for Proof of Claim**

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

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

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

Insurance is administered by Johnson Fu Insurance Agency Inc.

Travel assistance and claims services are provided by TIC Travel Insurance Coordinators Ltd.

Insurance is underwritten by Co-operators Life Insurance Company