

## IN THE EVENT OF AN **EMERGENCY**, YOU OR SOMEONE ON YOUR BEHALF MUST CALL ONTIME CARE IMMEDIATELY

From Canada and the U.S, call toll free 1-866-209-5804 From anywhere call collect 905-707-9555

Do not assume that someone will contact *Ontime Care* on *your* behalf.

It remains *your* responsibility to ensure that *Ontime Care* has been contacted prior to receiving *treatment* or as soon as reasonably possible. If *you* fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$150,000.

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

### Right to Examine Policy

Please review this policy when *you* receive it to ensure it meets *your* needs.

*You* have 10 days after purchase to return this policy for a full refund, provided *your* coverage has not started and a claim has not been incurred. Please refer to the sections of the policy that explain when coverage starts.

### SECTION I – Important Notices

- Throughout this policy, words in ***bold and italics*** have a specific meaning and are defined in **SECTION II – Definitions**.
- This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy when *you* receive it, as *your* coverage may be subject to certain limitations and exclusions.
- 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*.
- In the event of an ***accident, injury*** or ***sickness***, *your* prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.
- Your* policy provides assistance for medical emergencies. If *you* experience a medical ***emergency***, *you* or someone acting on *your* behalf must notify the ***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***.
- This policy is underwritten by Berkley Insurance Company (a Berkley Company) (the ***insurer***).

### SECTION II – Definitions

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

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

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

**Administrator company** means JF Insurance Agency Group Inc. appointed by the ***insurer*** in administering this JF Protect International Students to Canada insurance policy.

**Assistance company** means Ontime Care Worldwide Inc., a division of JF Insurance Agency Group Inc.

**Commercial accommodation** means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction. This includes accommodation booked through an online marketplace or homestay network.

**Common carrier** means a licensed carrier offering its transportation services to paying passengers at published rates and scheduled times.

**Corrective Device** means a device that is required by *you* on the advice of a ***physician*** to compensate for a physical impairment and without which it would be a physical impossibility

for *you* to continue *your* studies at the educational institution in which *you* are enrolled. Includes prosthetic limbs, wheelchairs, seeing-eye dogs and hearing aids.

**Country of origin** means the country in which *you* maintained a permanent residence prior to entry into Canada or, if different, the country which issued *your* passport. If *you* have more than one passport, country of origin will be the country *you* indicated as such when applying for this insurance.

**Dependent(s)** means any unmarried children residing with *you*, who are at least 15 days of age and no more than 19 years of age and dependent upon *you* for their sole means of support.

**Effective date** means the later of:

- the date indicated as the effective date on *your* confirmation of coverage; or
- the first time *you* exit *your country of origin*.

**Emergency** means a sudden, unforeseen ***sickness*** or ***injury*** occurring during the ***period of coverage*** while *you* are outside *your country of origin*, which requires immediate intervention by a ***physician*** or legally licensed dentist and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that *you* are able to continue *your trip* or return to *your* place of ordinary residence or ***country of origin***. Costs incurred in *your country of origin* are not covered.

**Expiry date** means the earlier of:

- the date indicated as the expiry date on *your* confirmation of coverage; or
- the date *you* return to *your country of origin* without intending to return to Canada.

**Family member** means *your spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

**Heart condition** includes angina or chest pain, arrhythmia, arteriosclerosis, atrial fibrillation, congenital heart defect, congestive heart failure, cardiomyopathy, carotid artery occlusion, heart attack (myocardial infarction), heart murmur, irregular heart rate or beat, any other condition relating to the heart or cardiovascular system.

**High-risk activity(ies)** includes any skiing or snowboarding out of bounds, ski jumping, sky-diving, sky-surfing, scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres), white water rafting (except grades 1 to 4), street luge, skeleton activity, **mountaineering**, or participation in any rodeo activity.

**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, or a facility operated mainly as a clinic, extended or palliative care facility rehabilitation facility, addiction treatment centre or health spa.

**Injury** means bodily harm, which is directly caused by or resulting from an **accident**, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of **sickness** and all other causes.

**Insurer** means Berkley Insurance Company (a Berkley Company).

**Lung/respiratory condition** includes asbestosis, bronchial asthma, bronchiectasis, chronic asthma, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, pulmonary embolism, pulmonary fibrosis, sleep apnea (using a CPAP machine), tuberculosis.

**Medical consultation** means any medical services obtained from a licensed medical practitioner for a **sickness**, **injury** or medical condition, including but not limited to any or all of: history taking, medical examination, investigative testing, advice or **treatment**, and during which a diagnosis of the condition need not have been definitively made. This does not include regular medical check-ups where no medical **signs** or **symptoms** existed between check-ups or were found during the check-up.

**Medical/Dental Association schedule of fees** means the official schedule of fees published by the medical/dental association, society or college of the province or territory in which the **treatment** or service occurred. If the province or territory does not publish an official schedule of fees, benefits payable under this policy will be in accordance with the provincial medical/dental association schedule of fees in Canada closest to where the **treatment** or service occurred.

**Minor ailment** means a **sickness** or **injury** which ended more than 30 days prior to the **effective date** and which did not require:

- treatment** for a period longer than 15 consecutive days; or
- more than one follow-up visit to a **physician**; or
- hospitalization, surgery, or referral to a specialist.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pick axes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

**Necessary** means medically required **treatment** for an unexpected **sickness** or **injury**.

**Non-student affiliate** means:

- faculty member, staff member, person on a fellowship, scholar, researcher, administrator; or
- participant, leader or chaperone attending an educational or cultural program, conference, or event sponsored by an accredited Canadian educational institution.

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

**Nuclear** means any occurrence causing bodily **injury**, **sickness**, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.

**Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Biological agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

**Period of coverage** means the period from the **effective date** to the **expiry date** as indicated in this policy and for which premium has been paid.

**Physician** means a person other than **you**, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to **you** by blood or marriage.

**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 **signs** or **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** means **you** are considered professional by the governing body of the sport and are paid for **your** participation whether **you** win or lose.

**Reasonable and customary** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable **treatment**, services or supplies for a similar **sickness** or **injury**.

**Sickness** means any illness or disease.

**Signs or symptoms** means any evidence of disease experienced by **you** or recognized through observation.

**Spouse** means a person who is legally married to **you**, or a person who has been living with **you** in a common-law relationship for a period of at least 12 consecutive months.

**Stable** describes any medical condition or related condition, including any **heart condition** or **lung/respiratory condition**, for which:

- there has been no new **treatment**; and
- there has been no change in **treatment** or change in **treatment** frequency or type; and
- there have been no **signs** or **symptoms** or new diagnosis; and
- there have been no test results showing deterioration; and
- there has been no hospitalization; and
- there has been no referral to a specialist (made or recommended) and **you** are not awaiting surgery or the results of further investigations performed by any medical professional.

The following are also considered **stable**:

- Routine (not prescribed by a **physician**) adjustment of insulin to control diabetes provided the insulin was not first prescribed during the time period specified in the **pre-existing medical conditions** Exclusion of this policy.
- Change from a brand name medication to a generic medication provided the medication was not first prescribed during the time period specified in the **pre-existing medical conditions** Exclusion of this policy and there is no increase or decrease in dosage.
- A **minor ailment**.

**Student** means a person:

- whose **country of origin** is not Canada and who is residing in Canada on a temporary basis; and
- who:
  - is registered at a school, college, university or other governmentally accredited educational institution in Canada and attends classes as a full-time student, as defined by the institution; or
  - remains in Canada for up to one year immediately after completion of studies as described above, and who is working or has applied to work in a field related to the studies completed.

**Terminal** applies to a medical condition for which a **physician** gave a prognosis of eventual death or for which palliative care was received prior to the **effective date**.

**Treatment** means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a **physician** including, but not limited to, prescribed medication, investigative testing or surgery.

**Trip** means a period during which **you** are travelling outside of **your country of origin** and for which coverage is in effect.

**You or your** means an eligible person named on the application, who has been accepted by the **administrator company** or its authorized representative, and has paid the required premium for a specific plan of insurance

### SECTION III – Eligibility

To be eligible for coverage, **you** must:

- a) be at least 15 days old and not more than 59 years old; and
- b) be a **student**; or
- c) be a **non-student affiliate** of an accredited Canadian educational institution; or
- d) be a **spouse** or **dependent** of b) or c); and
- e) be in good health at the time **you** purchase **your** policy and on the date **you** exit **your country of origin**, and know of no reason to seek **medical consultation** during the **period of coverage**; and
- f) not be insured or eligible for benefits under a Canadian government health insurance plan.

### SECTION IV – Benefits

#### Insuring Agreement

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations, exclusions and other provisions of this policy, the **insurer** will pay the **reasonable and customary** costs for eligible expenses incurred during the **period of coverage** while outside **your country of origin**, up to \$2,000,000.

Payment is limited to the amounts specified under each coverage option. Some benefits are subject to advance approval by the **assistance company**.

**You** will be responsible for any expenses that are not payable by the **insurer**.

#### Emergency Hospital

The **insurer** agrees to pay for **hospital** accommodation, including semi-private room, and for **reasonable and customary** services and supplies **necessary** for **your emergency** care during confinement as a resident in-patient.

#### Emergency Medical

The **insurer** agrees to pay for the following services, supplies or **treatment**, when provided by a health practitioner who is not related to **you** by blood or marriage:

- a) The services of a legally licensed **physician**, surgeon, or anaesthetist.
- b) Diagnostics, lab tests and/or X-ray examinations as ordered by a **physician** for the purpose of diagnosis.
- c) Up to an aggregate limit of \$10,000, for:
  - i. The use of a licensed local land or sea ambulance to the nearest **hospital**. If an ambulance is **necessary** but is unavailable, the **insurer** will reimburse up to \$100 for taxi expenses.
  - ii. Private duty services of a registered graduate nurse (who is not related to **you** by blood or marriage) when ordered by a **physician** and approved in advance by the **assistance company**.
  - iii. When ordered by a **physician**, rental of crutches, wheelchair or hospital-type bed (standard non-electric model only), not exceeding the purchase price; the cost of splints, trusses, braces or other approved prosthetic appliances; initial purchase of casts; artificial limbs, eyes or other approved prosthetic or medical appliances when approved in advance by the **assistance company**.
  - iv. When ordered by a **physician**, oxygen and rental of equipment for its administration.
  - v. When ordered by a **physician**, blood and blood plasma, except when donated.
- d) The services of the following legally licensed practitioners when ordered by the attending **physician** as **treatment** for a covered **sickness** or **injury**:
  - i. chiropractor;
  - ii. osteopath;
  - iii. podiatrist/chiropractist;
  - iv. naturopath;
  - v. acupuncturist;
  - vi. physiotherapist;
  - vii. speech therapist.

Not to exceed \$600 per profession per calendar year.

- e) **Emergency** outpatient services provided by a **hospital**.
- f) When not hospitalized as an in-patient, drugs or medications that require a **physician's** written prescription, not exceeding a 30-day supply. The morning after pill is limited to one prescription per **period of coverage**.

#### Transportation of Family or Friend

The **insurer** agrees to pay up to a maximum of \$5,000 for the cost to transport up to two bedside companions (**your family member** or close friend) by round-trip economy class (using the most direct route) if:

- a) **you** are hospitalized due to a covered **sickness** or **injury**, and the attending **physician** advises that **your family member** or close friend's attendance is **necessary**; or
- b) the local authorities legally require the attendance of **your family member** or close friend to identify **your** remains in the event of **your** death due to a covered **sickness** or **injury**.

Benefits are payable only when approved in advance by the **assistance company**.

In addition, the **insurer** agrees to reimburse up to a maximum of \$1,500 for the following expenses incurred by **your family member(s)** or close friend(s) after arrival:

- a) **commercial accommodation** and meals; and
- b) essential telephone calls; and
- c) taxi fares.

Expenses must be supported by original receipts from commercial organizations.

#### Return of Deceased (Repatriation)

In the event of **your** death due to a covered **sickness** or **injury**, the **insurer** agrees to reimburse:

- a) up to \$15,000 for costs incurred to prepare and return **your** remains in a standard transportation container to **your country of origin**; or
- b) up to \$5,000 for cremation or burial of **your** remains at the place of death.

The cost of a funeral service, coffin or urn is not covered.

#### Dental

The **insurer** agrees to reimburse:

- a) up to \$5,000 for **emergency treatment** or services to whole or sound natural teeth (including capped or crowned teeth) which are damaged as a result of an **accidental** blow to the face; and
- b) up to \$100 per tooth for dental and/or oral surgical procedures which are **necessary** for the extraction of impacted wisdom teeth.
- c) When coverage has been in effect for a minimum of 180 consecutive days with no lapse in coverage, the **insurer** agrees to reimburse up to \$600 for the immediate relief of acute dental pain caused by other than a direct blow to the face and for which **you** have not previously received **treatment** or advice.

Reimbursement will not exceed the minimum fee specified in the Canadian **Dental Association schedule of fees** of the province or territory where **treatment** was received.

**Treatment** relating to any dental claim must begin within 48 hours after the onset of the **emergency** and must be completed within the **period of coverage** and prior to **your** return to **your country of origin**.

**Treatment** must be performed by a legally qualified dentist or oral surgeon.

### Emergency Transportation / Return Home

When **necessary**, the **insurer** agrees to transport **you** to the nearest appropriate medical facility or to **your country of origin** when immediate **medical consultation** is required due to a covered **emergency sickness** or **injury**. Any **emergency** transportation such as air ambulance, one-way economy airfare, stretcher and/or a medical attendant must be pre-approved and arranged by the **assistance company**.

### Maternity

The **insurer** agrees to reimburse the costs incurred by the mother for pre-natal care, miscarriage, or related complications.

Newborns can be covered at 15 days of age if a completed application and premium are accepted by the **administrator company** and written approval is given by the **administrator company**.

The expected delivery date must be more than 10 months after the **effective date**. For multiple JF Protect International Student Plan policies with no lapse in coverage, the expected delivery date must be more than 10 months after the **effective date** of the initial policy purchased.

The amount payable for all eligible expenses under this benefit is limited to \$1,000 for expenses incurred in any consecutive 12-month period starting on the date the first pregnancy-related expense is incurred.

### Physical Examination

The **insurer** agrees to reimburse the **reasonable and customary** cost of one routine examination by a **physician**, including any related tests and laboratory fees.

This benefit is limited to one visit in any consecutive 12-month period, provided coverage has been in effect for a minimum of 180 consecutive days with no lapse in coverage.

### Eye Examination

The **insurer** agrees to reimburse the services of a registered optometrist for diagnostic procedures to determine the presence of any observed abnormality in the visual system up to a maximum of \$100.

This benefit is limited to one visit in any consecutive 12-month period, provided **your** coverage has been purchased for a minimum of 180 consecutive days with no lapse in coverage.

### Eyewear

The **insurer** agrees to reimburse the cost of eye glasses (single lens, pair of lenses and/or frames) or contact lenses when prescribed by a registered optometrist as the result of a covered **accident** up to a maximum of \$200.

### Hearing Aids

The **insurer** agrees to reimburse the cost of hearing aids when prescribed by a registered audiologist as a result of a covered **accident** up to a maximum of \$300.

### Accessibility Corrective Device

The **insurer** agrees to reimburse up to a maximum of \$1,000 for the cost of replacement or repair of a required **corrective device** as the result of a covered **accident**.

## SECTION V – Description of Coverage

1. Subject to the terms, conditions, limitations, exclusions and other provisions of this policy, the **insurer** will pay the **reasonable and customary** costs incurred unexpectedly as a result of **your sickness** or **injury** occurring as a result of an **emergency** during the **period of coverage** while outside **your country of origin**, up to the amounts specified in this policy.
2. Costs incurred outside of Canada other than in **your country of origin** are covered provided the majority of the **period of coverage** is spent in Canada. In addition, trips to the United States are limited to 30 days per **period of coverage**.
3. **Your** policy will remain in effect while **you** are in **your country of origin**, however costs incurred in **your country of origin** are not covered.
4. If **you** have been returned to **your country of origin** under the Emergency Transportation/Return Home benefit, this policy will expire.

### Start of Coverage

Coverage starts on the later of:

- a) the date indicated as the **effective date** on **your** confirmation of coverage; or
- b) the first time **you** exit **your country of origin**.

### Mental Health Care

The **insurer** agrees to reimburse the expenses incurred for **treatment** of mental, nervous or emotional disorders, including trauma counselling, as follows:

- a) inpatient hospitalization, up to a lifetime maximum of \$10,000; and
- b) up to six outpatient trauma counselling sessions within 90 days following an **emergency**, up to a maximum of \$1,000.

### Tutorial Services

The **insurer** agrees to pay up to \$20 per hour to a maximum of \$500 for the expenses incurred for a qualified private tutorial service if **you** are confined to a **hospital** for a minimum period of 30 consecutive days due to a covered **sickness** or **injury**.

### Accidental Death & Dismemberment/Common Carrier

Subject to the policy terms and conditions, the **insurer** agrees to pay:

- a) up to \$15,000, for loss of life, limb or sight resulting directly from **accidental injury** occurring during the **period of coverage**; or
- b) up to \$100,000 for loss of life, limb or sight resulting directly from **accidental injury** while boarding, riding in, or alighting from a **common carrier** during the **period of coverage**.

The total aggregate limit for all losses under Accidental Death & Dismemberment / Common Carrier is \$10 million.

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same **accidental injury** for loss of:
  - i. life; or
  - ii. entire sight of both eyes; or
  - iii. both hands; or
  - iv. both feet; or
  - v. one hand and entire sight of one eye; or
  - vi. one foot and entire sight of one eye.
- b) 50% of sum insured resulting from the same **accidental injury** for loss of:
  - i. entire sight of one eye; or
  - ii. one hand; or
  - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if **you** suffer more than one of these losses.

### Exposure and Disappearance

If **you** are exposed to the elements or disappear as a result of an **accident**, a loss will be covered if:

- a) as a result of such exposure, **you** suffer one of the losses specified in the schedule of losses above; or
- b) **your** body has not been found within 52 weeks from the date of the **accident**. It will be presumed, subject to evidence to the contrary, that **you** suffered loss of life.

### End of Coverage

Coverage ends on the earlier of:

- a) the date indicated as the **expiry date** on **your** confirmation of coverage; or
- b) the date **you** become insured under a Canadian government health insurance plan.

### Refunds

A full refund will be provided for policies which are returned within 10 days of purchase, as described in the section titled **Right To Examine Policy**.

Refunds are payable when:

1. The **student** fails to meet visa eligibility requirements.
2. **You** are no longer enrolled at a Canadian educational institution.
3. **You** become insured under a Canadian provincial or territorial health/medical plan.
4. **You** return to **your country of origin** prior to the **expiry date**, without intending to return to Canada.

When submitting **your** premium refund request, please include:

1. a copy of **your** confirmation of coverage; and

2. confirmation of *your* early departure such as boarding pass or itinerary, or any other written proof of *your* early return to *your country of origin*; and
3. any other documentation to support *your* refund request.

#### Important Note

Premium refunds, regardless of method of payment, must be obtained from the representative where coverage was originally purchased.

There will be no refund of premium if a claim has been made.

## SECTION VI – Specific Conditions

1. In the event of a medical *emergency*, *you* or someone acting on *your* behalf must notify the *assistance company* within 24 hours of admission to a *hospital* and before any surgery is performed.

#### Limits on Coverage

If *you* fail to do so without reasonable cause, then the *insurer* will pay 70% of the claim payable up to a maximum of \$150,000. *You* will be responsible for any expenses that are not payable by the *insurer*.

Refunds are payable from the date the *administrator company* receives the request.

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the policy was in effect; if this amount is less than the minimum premium required, the minimum premium will be used. This amount is then subtracted from the total premium paid.

A refund fee of \$40 will apply. Refund amounts less than \$10 will not be issued.

2. The *assistance company*, on behalf of the *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any *hospital* or to transport *you* to *your country of origin* following an *emergency*. If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *period of coverage*.
3. General Provisions of this policy apply. Refer to page 7.

## SECTION VII – Exclusions

1. **Pre-Existing Medical Conditions Exclusion**  
Benefits are not payable for costs incurred due to or resulting from any *pre-existing medical condition* that was not *stable* at any time during the 90 days immediately before the *effective date*.
2. Benefits are not payable for costs incurred due to any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, unless approved in advance by the *assistance company*.
3. Benefits are not payable for costs incurred due to any loss incurred outside of Canada when *you* have not spent the majority of the *period of coverage* in Canada.
4. Benefits are not payable for costs incurred due to any loss incurred inside *your country of origin*.
5. Benefits are not payable for costs or losses incurred due to:
  - a) *your* emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression, except as specifically provided under Mental Health Care; or
  - b) *your* suicide or attempted suicide; or
  - c) *your* intentional self-inflicted *injury*
6. Benefits are not payable for costs incurred due to pregnancy, abortion, miscarriage, childbirth or complications thereof except as specifically provided under Maternity.
7. Benefits are not payable for costs incurred due to loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that the medical condition causing the loss was in any way contributed to by:
  - a) *your* abuse of alcohol; or
  - b) *your* use of prohibited drugs or any other intoxicant; or
  - c) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or
  - d) *your* misuse of medication.
8. Benefits are not payable for costs incurred due to *injury* resulting from training for, competing or participating in:
  - a) motorized speed contests; or
  - b) stunt activities; or
  - c) *professional* sport activities; or
  - d) *high-risk activities*.
9. Benefits are not payable for costs incurred due to *sickness* or *injury* resulting from a motor vehicle accident where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance, except when such benefits are exhausted.
10. Benefits are not payable for costs incurred due to any *sickness*, *injury* or medical condition when a *trip* is undertaken for the purpose of securing medical *treatment* or advice.
11. Benefits are not payable for costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.
12. Benefits are not payable for costs incurred due to any *treatment* which can be reasonably delayed until *you* return to *your country of origin* (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by the *assistance company*.
13. Benefits are not payable for costs incurred due to any *medical consultation* that is non-*emergency*, on-going, elective or the consequence of a prior elective procedure, except as specifically provided under Physical Examination and Eye Examination.
14. Benefits are not payable for costs incurred due to hospitalization or services rendered in connection with general health examinations for check-up purposes, *treatment* of an on-going condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, or on-going care or *treatment* in connection with drugs, alcohol or any other substance abuse.
15. Benefits are not payable for costs incurred due to learning or educational assessments.
16. Benefits are not payable for costs incurred due to any rehabilitation or convalescent care.
17. Benefits are not payable for costs incurred due to dental care, services or supplies or cosmetic dental surgery, except as specifically provided under Dental.
18. Benefits are not payable for costs incurred due to holistic *treatment*.
19. Benefits are not payable for costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.
20. Benefits are not payable for costs incurred due to *treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.
21. Benefits are not payable for costs incurred due to any *sickness* or *injury* when such *sickness* or *injury* occurs in a city, region, or country for which any department of the Canadian government has issued a warning prior to the *effective date* to avoid all travel, or to avoid non-essential travel, to that city, region, or country, and such *sickness* or *injury* is related to or due to the reason for the warning.
22. Benefits are not payable for costs incurred due to any:
  - a) *act of war*; or
  - b) kidnapping; or
  - c) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
  - d) riot, strike or civil commotion; or

- e) unlawful visit in any country.
- 23. Benefits are not payable for costs incurred due to any nuclear occurrence, however caused.
- 24. Benefits are not payable for costs incurred due to the participation by **you** or a **family member** in:
  - a) protests; or
  - b) armed forces activities; or
  - c) a commercial sexual transaction; or
  - d) the commission or attempted commission of any criminal offence; or
  - e) the contravention of any statutory law or regulation in the area where the loss occurred
- 25. Benefits are not payable for costs incurred due to being an occupant of an aircraft, except if **you** are a passenger on a **common carrier**.
- 26. Benefits are not payable for eye glasses, contact lenses, hearing aids and/or prescriptions for any of these items, except as specifically provided under Eyewear and Hearing Aid.
- 27. Benefits are not payable for costs incurred due to the purchase of:
  - a) medications or drugs not approved for use by the appropriate government authority; or
  - b) patent or proprietary medications when a generic equivalent is available in the marketplace; or
  - c) vitamins or vitamin preparations; or
  - d) drugs or medications which can be purchased over the counter without a **physician's** written prescription; or
  - e) acne medications; or
  - f) nicotine resin products; or
  - g) dietary supplements or weight loss products; or

- h) quantities of any drug or medication which exceed a 30-day supply within one month prior to the **expiry date**; or
- i) contraceptives prescribed for any purpose, with the exception of the morning after pill, which is limited to one per **period of coverage**; or
- j) contraceptive consultation or testing; or
- k) fertility drugs or testing; or
- l) drugs, medications, or other costs paid for by any other agency; or
- m) experimental drugs or preventative medications; or
- n) drugs purchased prior to the **effective date**; or
- o) vaccines or vaccinations.

**The following additional exclusions are applicable to Accidental Death & Dismemberment only:**

- 28. **Sickness**, disease, bodily infirmity or mental incapacity whether the loss or claim results directly or indirectly from any of these.
- 29. Loss or **injury** sustained while the **insured** is undergoing medical or surgical **treatment** of any **sickness**, disease or bodily or mental infirmity.
- 30. Infections of any kind, regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an **accidental** cut or wound independent and in the absence of any underlying **sickness**, disease or condition including but not limited to diabetes.
- 31. Travel or flight in or on (including getting in or out of, or on or off of any vehicle used for aerial navigation), if **you** are:
  - a) riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
  - b) performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 32. Any act or attempt taken or made by the **insured person** or with the **insured person's** consent for the purpose of restricting blood flow to the brain or to cause asphyxiation whether with intent to cause harm or not.

## SECTION VIII – Travel Assistance Services

Ontime Care answers **your** questions 24 hours a day, seven days a week.

From Canada and the U.S., call TOLL FREE **1-866-209-5804** From anywhere call COLLECT **1-905-707-9555**

### Emergency Call Centre

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

Ontime Care will also:

- 1. Help **you** locate the most appropriate medical facility for **you**;
- 2. Arrange for admission to a **hospital** if **necessary**;
- 3. Provide details of **your** coverage to **you** and to the medical providers who are treating **you**;
- 4. Connect **you** to an interpreter;
- 5. Whenever possible, instruct the **hospital** or clinic to bill Ontime Care directly.

## SECTION IX – Making a Claim

Claim forms and claims website are available from the **assistance company**.

Please Contact:

**Ontime Care Worldwide Inc.**  
15 Wertheim Court, Suite 512  
Richmond Hill, Ontario, Canada L4B 3H7  
Toll free Canada/USA: **1-866-209-5804**  
Collect worldwide: **905-707-9555**

**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 the **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 itemized bills from the service providers stating the claimants full name, complete list of services, and dates and types of services received;

- 4. 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.

Claims must be submitted within 90 days of receipt of services payable under this policy.

Please refer to **SECTION XI – Statutory Conditions #6**.

### 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 require hospitalization or surgery, telephone the **assistance company** at the numbers listed.

**You** or someone acting on **your** behalf must call the **assistance company** 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.

## SECTION X – General Provisions

### Assignment

Any benefits payable or which may become payable under this policy cannot be assigned by **you**, and the **insurer** is not responsible for and will not be bound by any assignment entered into by **you**.

### Automatic Extension of Coverage

1. **Delay of conveyance.** Coverage will be automatically extended for up to 72 hours in the event of a delay, due to circumstances beyond **your** control, of the conveyance in which **you** are riding or are scheduled to ride as a passenger. The delay must occur prior to the coverage **expiry date** and the conveyance must be due to arrive prior to the coverage **expiry date**.
2. **Conveyance** means a vehicle, airline, bus, train, or government-operated ferry system.
3. **Medically unfit to travel.** Coverage will be automatically extended for up to 5 days if medical evidence supports that **you** are medically unfit to travel due to a covered **sickness** or **injury** on or before the coverage **expiry date**.
4. **Hospitalization.** Coverage will be automatically extended during the period of **hospital** confinement, plus 72 hours after release to travel home, if **you** are hospitalized at the end of **your trip** as a result of a covered **injury** or **sickness**. This coverage will be extended to **your travelling companion(s)** remaining with **you** when reasonable and **necessary**, under their respective JF Insurance Group Agency Inc. policy.

Additional premium will not be required for any automatic extension of coverage.

### Benefit Payments

Unless otherwise stated, all provisions in this policy apply to **you** during a **trip**. Benefits are only payable to **you** under one policy during a **trip**. If more than one policy issued by the **insurer** is in effect at the same time, benefits will only be paid under one insurance policy, the one with the highest amount of insurance. Benefits are only payable for the plans and the specific amount of insurance selected, paid for and accepted by the **administrator company** acting on the **insurer's** behalf at the time of application, and shown on **your** confirmation of coverage. Any benefits payable do not include interest charges. Benefits payable as a result of **your** death will be payable to **your** named beneficiary or to **your** Estate.

### Coordination of Benefits

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to **you**. Other coverage includes but is not limited to:

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

The **assistance company**, on the **insurer's** behalf, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines. Reimbursement will not be made for any costs, services or supplies that are payable to **you** under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which **you** receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted. **You** may not claim or receive in total more than 100% of the loss caused by the insured event. If **you** are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, Ontime Care, on the **insurer's** behalf, will not coordinate benefits with that provider, except in the event of **your** death.

### Currency

All amounts stated in the policy, including premium, are in Canadian dollars. At the option of the **insurer**, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate on the date the service was rendered to **you** will be used.

### Extending Your Trip

If **you** decide to extend **your trip**, **you** may contact **your** insurance representative and apply for a new **period of coverage** provided **you**:

- a) meet the Eligibility requirements on page 3 of this policy;
- b) purchase additional coverage directly from the **administrator company** prior to the **expiry date** of the existing coverage;

- c) have not required medical services in excess of \$500 during **your period of coverage** unless pre-approved by the **assistance company**;
- d) request the additional coverage not more than 10 days prior to the **expiry date** of **your** coverage;
- e) charge the required premium to **your** credit card.

Each policy or **period of coverage** is considered a separate contract and all limitations and exclusions will apply. If **you** have incurred a claim, the **administrator company** on the **insurer's** behalf, will review **your** file before deciding on granting a new term of coverage. **administrator company**, on the **insurer's** behalf, reserves the right to decline any request for new terms of coverage.

### General Terms

Insurance terms and conditions are subject to change with each new policy purchased, without prior notice, to reflect actual experience in the marketplace.

### Governing Law

This policy will be governed by the laws of the Canadian province or territory in which **your** policy was issued.

### Limit on Liability

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

### Limitation of Action

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

### Misrepresentation or Nondisclosure

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

### Right to be Reimbursed (Subrogation)

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

- a) reimburse the **insurer** for all **emergency** medical and **hospital** costs paid under the policy from any amounts **you** receive from a third party responsible (in whole or in part) for **your injury** or **sickness** whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover **your** damages, which include **emergency** medical and **hospital** costs paid under the policy;
- c) include all **emergency** medical and **hospital** costs paid under the policy in any settlement agreement **you** reach with the third party;
- d) act reasonably to preserve the **insurer's** right to be reimbursed for any **emergency** medical or **hospital** costs paid under the policy;
- e) keep the **insurer** informed of the status of any legal action against the third party; and
- f) advise **your** counsel of the **insurer's** right of subrogation under the policy.

### Arbitration

Notwithstanding any clause in this policy, any **insureds** making a claim under this policy and the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the **insured**. In the event the **insured** is not a resident of any Canadian province or territory, the governing law shall be the law of the Province of Ontario.

Any **insureds** making a claim under this policy and the parties to this policy agree that all actions will be referred to arbitration.

## Arbitration Procedure

- a) Any **insureds** making a claim under this policy and the parties shall agree upon a single arbitrator by mutual agreement. In the event a single arbitrator cannot be agreed upon, each of the **insured** or party as applicant and the **insurer** or party as respondent shall unilaterally choose an arbitrator who will be instructed to agree upon a third arbitrator. The third arbitrator will be the sole individual seized as arbitrator of the arbitration.
- b) The party who initiates the arbitration shall bear 50% of the cost or fee of the Arbitrator(s), 50% of the cost or fee of any dispute involved in the selection of an arbitrator and 50% of the cost of the arbitration venue expenditures.
- c) Each party with standing in the arbitration shall bear his or her respective legal representation costs and disbursements.
- d) The (third) arbitrator shall otherwise control procedure and shall provide a written determination within ninety (90) days of any motion, hearing or dispute related submissions.

## Right to be Reimbursed (Subrogation)

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

- a) reimburse the **insurer** for all **emergency** medical and **hospital** costs paid under the policy from any amounts **you** receive from a third party responsible

- (in whole or in part) for **your injury** or **sickness** whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover **your** damages, which include **emergency** medical and **hospital** costs paid under the policy;
- c) include all **emergency** medical and **hospital** costs paid under the policy in any settlement agreement **you** reach with the third party;
- d) act reasonably to preserve the **insurer's** right to be reimbursed for any **emergency** medical or **hospital** costs paid under the policy;
- e) keep the **insurer** informed of the status of any legal action against the third party; and
- f) advise **your** counsel of the **insurer's** right of subrogation under the policy.

**Your** obligations under this section of the policy in no way restrict the **insurer's** right to bring a subrogated claim in **your** name against the third party and **you** agree to cooperate with the **insurer** fully should the **insurer** choose to exercise its right of subrogation.

## Time

This policy will be governed by the local time of the Canadian province or territory in which **your** policy was issued.

## SECTION XI – Statutory Conditions

### 1. The Contract

The application, this policy, any document (including but not limited to the confirmation of coverage) 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. The **insurer** reserves the right to decline any application or any request for additional coverage.

### 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 **you** or 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. Termination

**You** may at any time request that this contract be terminated and the **insurer** shall, as soon as practical after **you** make the request, refund the amount of premium actually paid by **you** that is in excess of the short-rate premium calculated to the date of the request according to the table in use by the **insurer** at the time of the termination.

Refer to Refunds on page 4.

### 6. Notice and Proof of Claim

Please refer to Making a Claim on page 6.

**You** or the claimant, if other than **you**, shall be responsible for providing the **assistance company** with the following:

1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
3. supporting medical documentation, at the request of the **assistance company**.

4. If **you** do not provide the required supporting documentation, **your** claim will not be paid.

**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.

### 7. Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed does not invalidate the claim if:

- a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 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; or
- b) in the case of **your** death, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year after the date a court makes the declaration.

### 8. The Assistance Company or the Administrator Company to Furnish Forms for Proof of Claim

Claims forms are available by contacting the **administrator company** or the **assistance company** and shall be furnished to **you** upon request.

### 9. Rights of Examination

The claimant shall provide the **insurer** with the opportunity to examine **you** when and so often as it reasonably requires while a claim is pending. In the case of **your** death, the **insurer** may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

### 10. When Money Payable

All money payable under this contract shall be paid by the **insurer** within 60 days after the **insurer** has received proof of claim.

## Section XII – Privacy Information Notice

The **insurer** places great importance on the protection of **your** privacy. **Your** personal information will be collected, used and disclosed only for the purpose of providing **you** with the insurance services **you** requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the **assistance company** and the **insurer** may collect **your** personal health information held by a third party. This information may be released to employees of the **assistance company** and the **insurer** for claims analysis and to better serve **you**.

In no case will the **insurer** release this information to any person or organization that is not clearly entitled to it without first seeking **your** consent. For details of the **insurer's** privacy policy please see: [www.berkleycanada.com/privacy](http://www.berkleycanada.com/privacy).



### **SECTION XIII – Identification of the Insurer**

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Insurance is underwritten by Berkley Insurance Company (a Berkley Company).

Travel Assistance and Claims Administration are provided by Ontime Care Worldwide Inc.

Insurance is managed and distributed by JF Insurance Agency Group Inc.