

# POLICY



## Group Out-of-Province/Canada Travel Medical Emergency Insurance

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VIATOR Group Out-of-Province/Canada Group Travel Medical Emergency Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada and administered by Expert Travel Financial Security (E.T.F.S.) Inc. (called "ETFS"), a member of the ETFS Financial Group.

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Policy Number:

**Policyholder Name:**

(hereinafter called the "Policyholder")

**Address:**

**Policy Effective Date:**

**Initial Policy Period:**

**Policy Renewal Date:**

All dates become effective at 12:01 a.m. Standard Time, at the address of the Policyholder.

**Premium Due Date:** First day of the month, in advance

The Insurer, in consideration of the payment of premium as herein provided and the statements made in the attached Master Application for this policy, hereby contracts with the Policyholder and agrees to provide the benefits specified herein in accordance with the provisions of this policy.

The travel insurance under this policy is designed to cover losses arising from sudden and unforeseeable circumstances occurring while an Insured Person is temporarily travelling outside his province or territory of residence. The Insurer has contracted Global Excel Management Inc. (hereinafter called "Global Excel") to provide medical assistance and claims services under this policy in the event of such circumstances.

This is a non-participating policy and as such, the Policyholder shall not take part in the distribution of the Insurer's surplus. In this policy, the masculine form is used to designate both men and women without discrimination, solely for stylistic purposes.

Any notice to the Insurer may be validly given to the undersigned. In witness whereof this policy has been signed, as authorized by the Insurer, by **Expert Travel Financial Security (E.T.F.S.) Inc.**

Per

A handwritten signature in black ink, appearing to read "R. Allatt", is written over a horizontal line.

R. Allatt  
Chief Executive Officer

\_\_\_\_\_  
Registrar

The Policyholder is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to Global Excel.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

# Subject to change without notice



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## DEFINITIONS

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

**"Actively at Work"** means the employee is physically and mentally capable of doing each and every function of his occupation, on the basis of the minimum number of hours worked per week, as stated in the Master Application. If an employee is not actively at work due to vacation, holidays, a non-scheduled working day, maternity or parental leave, then actively at work means the capability to perform the employee's normal duties at the employee's normal place of employment on the same basis as the employee who is actively at work.

**"Coverage Period"** means the number of consecutive days stated in the Master Application during which an Insured Person is covered under this policy when he takes a Trip and which is calculated as of the commencement date of said Trip.

**"Dependent"** means the Spouse and the unmarried child of the Participant or Spouse, who is under the age limit stated the Master Application, dependent on the Participant for support and is not employed on a full-time basis. A dependent child who is physically or mentally disabled and totally dependent on the Participant for support will continue to be eligible provided he/she was covered as a Dependent under this policy before attaining such age limit.

**"Emergency"** means the occurrence of a Sickness and/or Injury during the Coverage Period that requires immediate Medically Necessary treatment for the relief of acute pain or suffering, other than experimental or alternative treatment, and such treatment cannot be delayed until the Insured Person's return to Canada.

**"Global Excel"** and **"Global Excel Management Inc."** mean the company appointed by the Insurer to provide medical assistance and claims services under this policy.

**"Government Health Insurance Plan"** means the health care coverage provided by Canadian provincial and territorial governments to their residents.

**"Hospital"** means an institution which is designated as a hospital by law; which is continuously staffed by one or more Physicians available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a Sickness and/or Injury in the acute phase, or active treatment of a chronic condition; 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, or drug or alcohol abusers.

**"Immediate Family Member"** means the Spouse, son, daughter, father, mother, brother, sister, stepson, stepdaughter, stepfather, stepmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandfather or grandmother of the Insured Person.

**"Injury"** means an unexpected and unforeseen harm to the body that is caused by an Accident, sustained by an Insured Person during the Coverage Period and that requires Emergency treatment that is covered by this policy.

**"Insured Person"** means any one of the Participant or Participant's Dependents covered under this policy.

**"Insurer"** means Royal & Sun Alliance Insurance Company of Canada who provides this insurance.

**"In-patient"** means a patient who occupies a Hospital bed for more than twenty-four (24) hours for medical treatment and for which admission was recommended by a Physician when Medically Necessary.

**"Medical Assistance Card"** means the card provided to the Participant and on which the following information is shown: name of the Policyholder, Policy Number, Coverage Period per Trip and emergency telephone numbers.

**"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 the condition of the Insured Person or quality of medical care;
- d) cannot be delayed until the Insured Person returns to his province or territory of residence.

**"Ongoing Condition"** means an acute Sickness and/or Injury that requires continuing care and/or treatment after the initial Emergency has ended as determined by the Medical Director of Global Excel.

**"Participant"** means an eligible employee or a member whom the Participating Employer identifies as being entitled to coverage under this policy and for whom the Policyholder has paid the required premium.

**"Participating Employers"** means employers or groups that are members of the Policyholder for the purpose of providing benefits to employees or members of such employers or groups; **"Participating Employer"** means any one of them.

**"Physician"** means a medical practitioner whose legal and professional standing within his 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 practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his licensed authority. A Physician must be a person other than the Insured Person or an Immediate Family Member.

**"Policyholder"** means the company or organization to which this policy is issued.

**"Reasonable and Customary Costs"** means costs that are incurred for approved, covered medical services or supplies 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 and/or Injury.

**"Sickness"** means a disease or disorder of the body that 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 the Participant is legally married or with whom he has been residing for the number of months stated in the Master Application.

**"Terminal Illness"** means the Insured Person has a condition that is cause for the Physician to estimate that the Insured Person has less than six (6) months to live.

**"Termination Age"** means the age stated in the Master Application at which the Participant's coverage terminates. Dependents beyond the Termination Age may be covered provided that the Participant has not yet reached the Termination Age.

**"Terrorism"** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any groups(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

**"Trip"** means a journey undertaken by an Insured Person which commences on the date of departure from his province or territory of residence and ends when he returns to his province or territory of residence.

**"Vehicle"** means an automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 11 meters (36 feet in length), used exclusively for the transportation of passengers other than for hire, in which the Insured Person is a passenger or driver during the Trip.

Certain capitalized terms used in this policy are defined in this section while other capitalized terms refer to terms defined or identified in the Master Application for insurance.

**Participant Coverage**

**To be covered under this policy as a Participant, a person must meet the following eligibility requirements:**

1. be covered under the Government Health Insurance Plan of his province or territory of residence
  2. be covered under the basic group extended health care plan of the Policyholder;
  3. be younger than the Termination Age stated in the Master Application;
  4. have his place of employment in Canada;
  5. have his permanent residence in Canada;
- and
6. a) if the Participant is covered as an employee of an employer participating in the Policyholder's plan, the Participant must also:
    1. work the minimum number of hours per week stated in the Master Application; and
    2. have satisfied the eligibility period stated in the Master Application;or
  6. b) if the Participant is covered as a member of a non employer group participating in the Policyholder's plan, the Participant must:
    1. be a member in good standing of the Policyholder; and
    2. be on the monthly list of members entitled to coverage provided to the Insurer by the Policyholder.

**Participant coverage will become effective on the later of:**

1. the date this policy becomes effective; or
2. the date the Participant's coverage becomes effective under the basic group extended health care plan of the Policyholder.

Coverage for disabled employees or employees who are not Actively at Work on the date their coverage would normally become effective, will become effective on the date the employee resumes active work.

**Participant coverage will terminate immediately upon the first to occur of:**

1. the date the Participant ceases to meet the above eligibility requirements for Participant coverage;
2. the date the premium is due but not paid, except where this is the result of a clerical error; or
3. the date this policy is terminated.

**Dependent Coverage**

**To be covered under this policy as a Dependent, a person must meet the following eligibility requirements:**

1. be covered under the Government Health Insurance Plan of his province or territory of residence;
2. be covered as a Dependent under the basic group extended health care plan of the Policyholder; and
3. meet the definition of Dependent in this policy.

**Dependent coverage, if any, will become effective on the later of:**

1. the date this policy becomes effective; or
2. the date the Dependent's coverage becomes effective under the basic group extended health care plan of the Policyholder,

but in no event prior to the date the Participant's insurance becomes effective.

**Dependent coverage will terminate immediately upon the first to occur of:**

1. the date the Dependent ceases to meet the eligibility requirements stated above for Dependent coverage;
2. the date the Participant's coverage terminates, except if termination is due to the death of the Participant, in which case Dependent coverage will continue until the earlier of the expiry of two (2) years or the date the Dependent ceases to meet the definition of Dependent or reaches the Termination Age stated in the Master Application or remarries or dies, provided the Policyholder continues to make the required premium payments; or
3. the date this policy is terminated.

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**This policy covers expenses that are:**

- incurred outside the province or territory of residence of the Insured Person;
- Medically Necessary;
- Reasonable and Customary Costs;
- incurred as a result of an Emergency due to sudden and unforeseen Sickness and/or Injury occurring during the Coverage Period;
- in excess of those covered by the Government Health Insurance Plan or other insurance under which the Insured Person may have coverage; and
- legally insurable;

subject to the Overall Maximum per Insured Person stated in the Master Application.

**In the event of an Emergency, the following benefits are payable under this policy. However, certain expenses, as specified below, are covered only with the prior approval of Global Excel.**

1. **Hospital Accommodation:** Room and board costs up to the semi-private room rate charged by the Hospital. Medically Necessary, expenses for treatment in an intensive or coronary care unit are also covered. If coverage terminates for any reason during the Hospital stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for In-patient stays be covered for a period greater than 365 days per Insured Person.
2. **Physician Charges:** Charges for treatment by a Physician.
3. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending Physician and that are part of the Emergency treatment. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
4. **Paramedical Services:** The services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist or osteopath, to a maximum of \$250 per Insured Person, per profession listed above, when approved in advance by Global Excel.
5. **Prescriptions:** Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, that are prescribed by a Physician and that are supplied by a licensed pharmacist when Medically Necessary for Emergency treatment, except when needed to stabilize a chronic condition or a medical condition which an Insured Person had before the Trip. This benefit is limited to a 30-day supply per prescription, unless the Insured Person is hospitalized.
6. **Ambulance Services:** When reasonable and Medically Necessary, licensed ground ambulance service to the nearest medical facility.
7. **Medical Appliances:** When approved in advance by Global Excel, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending Physician, obtained outside the Insured Person's province or territory of residence and Medically Necessary.
8. **Private Duty Nurse:** The professional services of a registered private nurse, when Medically Necessary and while hospitalized, to a maximum of \$5,000 per Insured Person, when approved in advance by Global Excel.
9. **Emergency Air Transportation:** When approved and arranged in advance by Global Excel:
  - a) air ambulance to the nearest appropriate medical facility or to a Canadian Hospital for immediate Emergency treatment;
  - b) transport on a licensed airline with an attendant (where required) to return the Insured Person to his province or territory of residence for immediate Emergency treatment.
10. **Transportation to Bedside:** When approved in advance by Global Excel, a single round-trip economy airfare from

Canada plus up to \$150 per day to a maximum of \$3,000 for the cost of meals and commercial accommodation for one of the following: Spouse, parent, child, brother, sister or business partner, to:

- a) be with the Insured Person if the Insured Person is travelling alone and has been hospitalized as the result of an Emergency. To be payable, this benefit requires that the Insured Person eventually be hospitalized as an In-patient for at least three (3) consecutive days outside his province or territory of residence and that the attending Physician provide written certification that the situation was serious enough to warrant the visit; or
- b) identify the deceased Insured Person prior to the release of the body, where necessary.

The Insurer will only reimburse covered expenses evidenced by original receipts.

11. **Return of Travelling Companion:** If an Insured Person is returned to his province or territory of residence under the Emergency Air Transportation benefit or the Return of Deceased benefit, the Insurer will reimburse the cost of a single one-way economy airfare for a travelling companion to return to Canada, when approved in advance by Global Excel.
12. **Treatment of Dental Accidents:** Up to \$2,000 per Insured Person for Emergency dental treatment to repair natural, vital and sound teeth or permanently attached artificial teeth provided the Injury was caused by an external, accidental blow to the mouth or face. The Insured Person must consult a Physician or dentist immediately following the Injury. Treatment must begin during the Coverage Period and be completed prior to returning to the province or territory of residence. An accident report is required from a Physician or dentist for claims purposes.
13. **Meals and Accommodation:** Up to \$150 per day, to an overall maximum of \$3,000 per Trip per Participant, for the cost of commercial accommodation and meals for the Participant and/or any of his Dependents when their Trip is extended beyond the last day of the Coverage Period due to Sickness and/or Injury suffered by an Insured Person. This benefit must be authorized in advance by Global Excel. The fact that an Insured Person is unable to travel must be certified by the attending Physician and supported with original receipts from commercial organizations.
14. **Vehicle Return:** Up to \$5,000, if neither the Insured Person, nor someone travelling with him, is able to operate the Insured Person's Vehicle, whether owned or rented, during the Trip due to Sickness and/or Injury. Arrangements and payment will be made for the return of the Vehicle to the home of the Insured Person in his province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for a single person to return the Vehicle when approved and/or arranged in advance by Global Excel. This benefit does not cover wages lost by the person driving the Vehicle. The Insurer will only reimburse covered expenses evidenced by original receipts.
15. **Return of Deceased:** Up to \$5,000 towards the cost of preparation and transportation of the deceased Insured Person to his province or territory of residence, in the event of death due to a Sickness and/or Injury.  
  
In the case of cremation and/or burial at the place of death of the Insured Person, this benefit is limited to \$2,500.  
  
The cost of the casket or urn is not covered.
16. **Incidental Expenses:** Up to \$250 per Trip for out-of-pocket expenses such as telephone charges, television rental and parking while an Insured Person is hospitalized for an Emergency and the expenses are incurred as a direct result of such hospitalization. The Insurer will only reimburse covered expenses evidenced by original receipts.

## EXCLUSIONS

**This policy does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Treatment or services normally covered or reimbursable under a Government Health Insurance Plan or under other insurance the Insured Person might have.
2. Any condition that existed prior to departure unless such pre-existing medical condition has been stable (i.e. no change in symptoms, no hospitalization, no change in condition, no new prescription drugs or prescribed change in treatment or medication) immediately prior to departure for the Pre-existing Condition Stability Period specified in the Master Application.
3. Any Trip booked or commenced contrary to medical advice or after being diagnosed with a Terminal Illness.
4. Any medical condition for which, prior to departure, medical evidence suggests a reasonable expectation that treatment or hospitalization could be required while travelling.
5. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain and suffering or that the Insured Person elects to have provided outside his province or territory of residence when medical evidence indicates that the Insured Person could return to his province or territory of residence to receive such treatment. The delay to receive treatment in the province or territory of residence has no bearing on the application of this exclusion.
6. Treatment or surgery during a Trip when the Trip is undertaken for the purpose of securing or with the intent of receiving medical or Hospital services, whether or not such Trip is taken on the advice of a Physician.
7. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by Global Excel prior to being performed, except in extreme circumstances where such surgery is performed on an Emergency basis immediately upon admission to Hospital.
8. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
9. 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 drug, alcohol or any other substance abuse or non-compliance with any prescribed medical therapy or treatment and medical treatment of an acute Sickness and/or Injury after the initial Emergency has ended (as determined by the Medical Director of Global Excel).
10. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the Insured Person is hospitalized.
11. Emergency air transportation and/or car rental, unless approved and arranged in advance by Global Excel.
12. Treatment not performed by or under the supervision of a Physician or licensed dentist.
13. Treatment or hospitalization of mother or child as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the four (4) weeks before or after the expected delivery date.
14. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
15. Terrorism or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate terrorism except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
16. Committing or attempting to commit an illegal act or a criminal act.
17. Suicide (including any attempt thereat) or self-inflicted injury, whether or not the Insured Person is sane.

18. Service in the armed forces.
19. Participation in any sport as a professional athlete (for which the Insured Person is remunerated), or in motorized or mechanically assisted racing or speed contests (defined as an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event).
20. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
21. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this policy, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an Emergency.
22. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by Global Excel.
23. The cost of any airline ticket covered under this policy where the Insured Person's ticket may be exchanged or used for the same purpose.
24. Crowns and root canals.
25. Treatment or services received in the province where an Insured Person attends school or works on a full-time basis or in his home country, if such Insured Person is a foreign student studying in Canada or a non-resident working in Canada.

SAMPLE

**CONTRACT AND CHANGES TO CONTRACT**

This policy together with the Master Application of the Policyholder, individual applications from Participating Employers, endorsements and attached papers, if any, constitutes the entire contract between the Insurer and the Policyholder. All statements made by the Policyholder, any Participating Employer or Insured Person will be deemed, in the absence of fraud, to be representations and not warranties.

No changes to this policy will be valid unless evidenced by an endorsement duly signed by an authorized officer of ETFS on behalf of the Insurer and accepted by the Policyholder as evidenced by the payment of premiums for periods beginning on and after the effective date of such change.

No change to this policy or renewal or termination thereof will require the consent of, or notice to, any Insured Person or beneficiary or any person other than the Policyholder.

**INCONTESTABILITY**

If the Policyholder fails to disclose or misrepresents a material fact in any statements made by the Policyholder in the Master Application for this policy, this policy may be declared void at the option of the Insurer.

**NON WAIVER**

Failure by the Insurer to insist upon compliance with any provisions of this policy will not operate so as to waive or modify such provision or render unenforceable such provision as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same, nor will such failure in any way modify any other provisions of this policy.

**RENEWAL OF POLICY**

This policy may be renewed for further consecutive periods by payment of premium as herein provided, subject to the Insurer's right to decline renewal of this policy on any Policy Renewal Date.

**POLICY TERMINATION****a) Policyholder:**

The Policyholder may terminate this policy on any date provided notice of intention to terminate is given in writing by the Policyholder to the Insurer at least thirty-one (31) days prior to such date.

When this policy terminates, the Policyholder will pay to the Insurer all premiums due for any period of time during which this policy was in force including the grace period.

**b) Insurer:**

The Insurer may terminate this policy on any Premium Due Date by giving written notice of termination to the Policyholder at least thirty-one (31) days prior to such Premium Due Date if:

- i. the number or percentage of insured Participants is less than the Participation Requirements as specified in the Master Application for this policy; or
- ii. the Policyholder fails to comply with any of the terms and conditions of this policy or otherwise fails to fulfill any other obligations under or pertaining to the benefits provided by this policy; or
- iii. the Policyholder fails to comply with, or cooperate with the Insurer in satisfying the requirements of any applicable law or regulation pertaining to the benefits; or

iv. the Policyholder fails to cooperate on claims.

The Insurer may terminate this policy, or any of its benefit provisions, on any Policy Renewal Date by mailing written notice of termination to the Policyholder at least thirty-one (31) days prior to such Policy Renewal Date.

Notwithstanding (a) and (b) above, if any premium remains unpaid at the end of the grace period allowed for its payment, this policy shall terminate automatically. The Policyholder must nonetheless pay any premium which is then due and unpaid.

### **CONFORMITY WITH LAW**

Any provision of this policy which is in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

### **APPLICABLE LAW**

This policy is governed by the law of the Canadian province or territory of residence of the Participant. Any legal proceeding by the Insured Person, his heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the Participant.

### **EXAMINATION OF THE POLICY**

This policy, including any endorsements, will be kept at the office of the Policyholder. The Participating Employer and Insured Person may consult this policy during the regular business hours of the Policyholder.

### **DESCRIPTIVE MATERIAL**

The Insurer will furnish the Policyholder, for delivery to each insured Participant, a Medical Assistance Card and a booklet or other descriptive material summarizing the benefits to which such insured Participant and his insured Dependents are entitled.

Any Medical Assistance Card, booklet or descriptive material issued for any reason whatsoever to any person who is either not entitled to or has ceased to be entitled to the benefits will be null and void and of no effect whatsoever.

In the event of any discrepancy between the provisions of a Medical Assistance Card, booklet or other document held by an Insured Person and the provisions of this policy, the provisions of this policy will govern.

### **ADMINISTRATION**

The Policyholder will furnish the Insurer such information as the Insurer may require for the purpose of calculating premiums and administering this policy. The Insurer will be entitled to assume that such information received by the Policyholder is accurate and complete and no liability will be incurred by the Insurer as a result of any error in such information furnished by the Policyholder or as a result of failure to give such information.

The Policyholder will permit the Insurer to inspect all pertinent records of the Policyholder to which the Insurer will require access as often as the Insurer may reasonably require, including but not limited to the invoices or billing statements of other underwriters or insurers who are providing health and medical benefits to the Participants.

Furthermore, the Policyholder will allow the Insurer to examine the Policyholder's books and records, to the extent that they relate to the insurance provided under this policy, at any reasonable time and from time to time until two (2) years after the expiration of this policy or until the final adjustment and settlement of all claims hereunder, whichever is the later.

### **CLERICAL ERROR**

Clerical error on the part of the Insurer or the Policyholder in the keeping of records or in the furnishing of information will not void any person's insurance otherwise actively in force, provided the proper premiums are paid, nor continue any person's insurance otherwise validly terminated under the terms of this policy. An error in calculating any premium will be considered as a clerical error for the purposes of this policy.

## **EVIDENCE OF AGE**

The Insurer reserves the right to request proof of age of any Insured Person.

## **ASSIGNMENT**

Benefits under this policy may not be assigned.

## **PAYMENT OF PREMIUMS**

The Policyholder will pay to the Insurer premiums plus any applicable taxes on behalf of the Participating Employers. Such premiums will be determined as the aggregate of the amounts payable in respect of all Insured Persons for all benefits provided hereunder in accordance with the premium rates as determined by the Insurer. Should there be a default in premium payment from any Participating Employer or from any other party responsible for payment of the premium from any Participating Employer, it is understood and agreed by the Policyholder that it is responsible for the payment of premiums as the aggregate of the amounts payable in respect of all Insured Persons. Accordingly, notwithstanding any default in premium payment owed to the Policyholder, the Insurer is entitled to the total premium determined as the aggregate of the amounts payable in respect of all Insured Persons.

The initial premium rates will be in effect until the first Policy Renewal Date. The Insurer reserves the right to adjust the premium rates then in effect, such adjustment being made on the first day of the month coincident with or following the effective date of such change. The Insurer will give the Policyholder thirty-one (31) days' written notice of the new premium rates.

Notwithstanding the above, if a change in the terms or conditions of this policy occurs, the Insurer reserves the right to adjust the premium rates then in effect, such adjustment being made on the first day of the month coincident with or following the effective date of such change. The Insurer also reserves the right to adjust premium rates due to the number of insured Participants falling below 75% of the initial enrolment figure or to the introduction, revision or repeal of a government law or regulation or practice that results in a change in the benefits and/or a change in any coverage payable under this policy or the taxes payable to a government authority by giving written notice to the Policyholder at least thirty-one (31) days prior to the effective date of such adjustment.

## **DATE OF MONTHLY PREMIUM REMITTANCE**

Premium for each Participating Employer covered under this policy is due and payable by the Policyholder in advance on the first day of each month (the Premium Due Date). No prorated premium is due to the Insurer for the period from the effective date of a Participant's coverage under this policy until the first following Premium Due Date, if such effective date is other than the Premium Due Date. The Insurer will refund no prorated premium to the Policyholder if a Participant ceases to be insured under this policy on a date other than the Premium Due Date.

## **GRACE PERIOD**

A grace period of thirty-one (31) days commencing with the first day following the due date of any premium will be allowed for the payment of such premium other than the initial premium during which time this policy will remain in effect unless otherwise terminated in accordance with the Policy Termination provision of this policy.

If a premium or any portion thereof as required under the terms of this policy remains unpaid at the end of the grace period, this policy shall terminate automatically. The Policyholder must nonetheless pay any premium which is then due and unpaid.

If the Policyholders notifies the Insurer in writing during the grace period that this policy is to be terminated prior to the expiry of such grace period, the Policyholder must pay the Insurer a premium proportionate to the period the policy was in force between the last premium due date and the date of termination of the policy.

## **CURRENCY**

All sums payable under this policy are in Canadian currency unless otherwise indicated. If an Insured Person has paid a covered expense in a currency other than Canadian currency, the Insured Person will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

## **NOTICE TO GLOBAL EXCEL**

In the event of a Sickness and/or Injury likely to give rise to an Emergency, the Insured Person must give immediate notice to Global Excel. Failure to do so may limit the benefits payable under the Policy. If the Insured Person incurs any expenses without prior approval by Global Excel, such expenses will be covered except where the Policy expressly requires the prior approval or authorization of Global Excel, on the basis of Reasonable and Customary Costs that would have been payable for such expenses by the Insurer in accordance with the terms and conditions of the Policy. Such expenses may be higher than this amount, therefore the Insured Person will be responsible for paying any difference between the amount the Insured Person incurred and the Reasonable and Customary Costs reimbursed by the Insurer.

## **TRANSFER OR MEDICAL REPATRIATION**

During an Emergency (whether prior to admission or during a covered hospitalization), the Insurer reserves the right to:

- a) transfer the Insured Person to one of Global Excel's preferred health care providers, and/or
- b) return the Insured Person to his province or territory of residence

for the medical treatment of a Sickness and/or Injury where this poses no danger to the life or health of the Insured Person. If the Insured Person chooses to decline the transfer or return when declared medically stable by the Medical Director of Global Excel, the Insurer will be released from any liability for expenses incurred for such Sickness and/or Injury after the proposed date of transfer or return. Global Excel will make every provision for the medical condition of the Insured Person when choosing and arranging the mode of the transfer or return and, in the case of a transfer, when choosing the Hospital.

## **LIMITATION OF BENEFITS**

Once the Insured Person is deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of Global Excel or by virtue of discharge from a medical facility, the Emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the Emergency will no longer be eligible for coverage under this policy.

## **MISREPRESENTATION AND NON-DISCLOSURE**

The entire coverage under this policy shall be voidable if the Insurer determines, whether before or after loss, that the Policyholder, a Participating Employer or the Insured Person has concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or his interest therein, or if the Policyholder, a Participating Employer or the Insured Person refuses to disclose information or to permit the use of such information, pertaining to any of the Insured Persons under this policy. Consequently and following a loss, no claim shall be payable by the Insurer and the Insured Person shall be solely responsible for all expenses relating to his claim, including medical repatriation costs.

## **SUBROGATION**

If an Insured Person suffers a loss covered under this policy, the Insurer is granted the right from the Insured Person to take action to enforce all the Insured Person's rights, powers, privileges, and remedies, to the extent of benefits paid under this policy, against any person, legal person or entity which caused such loss. Additionally, if "no fault" benefits or other collateral sources of payment of medical expenses are available to the Insured Person, regardless of fault, the Insurer is granted the right to make demand for, and recover, those benefits. If the Insurer institutes an action it may do so at its own expense, in the name of the Insured Person, and the Insured Person will attend at the place of loss to assist in the action, in addition to providing the Insurer all information, cooperation and assistance as the Insurer may reasonably require. If the Insured Person institutes a demand or action for a covered loss, the Insured Person shall immediately notify the Insurer so that the Insurer may safeguard its rights.



Notwithstanding any provisions in this policy to the contrary, the Insurer's rights under this paragraph shall be governed by the laws of the state, province, or district where the loss occurs, or where benefits under this policy are paid.

The Insured Person shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do all such things as are necessary to secure such rights.

### **ARBITRATION**

Notwithstanding any clause in this 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 the arbitration law in force in the Canadian province or territory of residence of the Participant. The parties agree that any action will be referred to arbitration.

### **OTHER INSURANCE**

If, at the time of loss, the Insured Person has insurance from another source, or if there is any other party responsible for benefits provided under this policy, the Insurer will pay covered expenses only in excess of those covered by that other insurer or other responsible party, including credit cards, public or private health plans, private or provincial auto plans, or any other insurance, whether collectable or not, which provides the Insured Person with some or all of the benefits and coverage provided under this policy. If, however, that other insurance is also "excess only", the Insurer will coordinate payment of all eligible claims with that other insurer. All coordination follows the Canadian Life and Health Insurance Association guidelines. In no case, will the Insurer seek to recover against employment related plans if the lifetime maximum for all in country and out-of-country benefits is \$50,000 or less.

### **CO-ORDINATION AND ORDER OF BENEFITS**

If a person has coverage under another plan that does not provide for co-ordination of benefits, that plan will be considered primary carrier and will be responsible for making the initial payment. If the other plan does provide for co-ordination of benefits, the order of benefit will be as follows:

#### **Participant and Dependent Spouse**

The plan insuring the Participant or the Participant's dependent Spouse as an employee/member pays benefits before the plan insuring the Participant or the Participant's Spouse as a Dependent.

#### **Dependent Child**

If the dependent child is insured as a Dependent under the Participant's and the Spouse's plans, benefits will first be payable under the plan of the parent whose birthday comes first in the calendar year. The balance of eligible expenses can then be submitted to the plan of the other parent.

If both parents have the same birthday (month/day), the claims for children must be submitted to the plan in the alphabetical order of the parents' first names.

When a person is insured under other group or individual policies or government plans, the benefits payable from all sources cannot exceed one hundred percent of expenses incurred.

### **WHEN MONEY PAYABLE**

All money payable under this policy shall be paid by the Insurer within sixty (60) days after it has received due proof of claim.

### **OVERPAYMENT OF BENEFITS**

Nothing in this policy will prevent the Insurer from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

## **RIGHTS OF EXAMINATION**

To be entitled to payment of benefits provided under this policy, the Participant, on his own behalf and on behalf of his Dependents hereby authorizes any physician, health professional, hospital, institution and any other organization to forward to the Insurer or its representatives, all information, reports or documents that they may require.

The Participant hereby authorizes the Insurer to communicate directly with any physician, health professional, hospital, institution or other organization to obtain any information required for the assessment of claims and hereby relieves the persons concerned of all legal responsibility which could arise from the disclosure of such information.

In the event of death, the Insurer will require that a death certificate be filed with the claim. Furthermore, the Insurer has the right to request an autopsy and review any autopsy report, if not prohibited by law.

## **LIMITATION OF ACTIONS**

An action or proceeding against the Insurer for the recovery of a claim under this policy shall not be commenced more than one (1) year (two (2) years in the Northwest Territories, three (3) years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.

## **AVAILABILITY OF CARE**

Neither the Insurer nor Global Excel shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the vacation destination, or the failure of the Insured Person to obtain medical treatment during the Coverage Period.

## **CONTINUANCE OF INDIVIDUAL COVERAGE DURING ABSENCE FROM WORK**

If a Participant is absent from work due to disability, temporary lay-off, authorized leave of absence, strike or any other work stoppage, the insurance will be continued as long as the Participant remains covered under the Policyholder's basic group extended health care plan.

## **REINSTATEMENT OF A PARTICIPANT'S INSURANCE**

Any Participant who ceased to be insured because of termination of employment and who resumes employment with the Participating Employer will become covered under this policy upon reinstatement of the coverage under the Policyholder's basic group extended health care plan.

## **AUTOMATIC EXTENSION OF COVERAGE PERIOD**

**The Coverage Period per Trip will automatically be extended up to 72 hours provided the Participant has not reached the Termination Age if:**

- a) an Insured Person is hospitalized due to a medical Emergency on the last day of coverage. The coverage of the Insured Person will remain in force for as long as the Insured Person is hospitalized and the 72-hour extension commences upon release from Hospital;
- b) a late train, boat, bus, plane, or other Vehicle in which an Insured Person is a passenger causes the Insured Person to miss his scheduled return to his province or territory of residence (including by reason of weather);
- c) the private automobile in which the Insured Person is travelling is involved in a traffic accident or mechanical breakdown that prevents the Insured Person from returning to his province or territory of residence on or before his return date;
- d) the Insured Person must delay his scheduled return to his province or territory of residence due to a medical Emergency.

All claims incurred after the original scheduled return date must be supported by documented proof of the event resulting in the delayed return.

SAMPLE

**Global Excel is available to take calls, 24 hours a day, 7 days a week.**

**Emergency Call Centre** — No matter where the Insured Person travels, professional assistance personnel is ready to take his call. Global Excel can also provide the Insured Person with Canada Direct instructions and codes so that he only deals with Canadian telephone operators.

**Referrals** — Global Excel can refer the Insured Person to the preferred medical providers (Hospitals, clinics and Physicians) that are closest to where the Insured Person is staying. With a referral, it is less likely that the Insured Person will have to pay for services out of pocket.

**Benefit Information** — Explanation of this policy is available to the Insured Person and to the medical providers who are treating the Insured Person.

**Medical Consultants** — Global Excel's team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious Emergency. If necessary, Global Excel will help the Insured Person return to Canada for the care required.

**Urgent Message Relay** — In the event of a medical Emergency, Global Excel will contact the Insured Person's travelling companion to keep him advised of the Insured Person's medical situation and will help the Insured Person exchange important messages with his family.

**Interpretation Service** — Global Excel can connect the Insured Person to a foreign language interpreter when required for Emergency services in foreign countries.

**Direct Billing** — Whenever possible, Global Excel will instruct the Hospital or clinic to bill the Insurer directly.

**Claims Information** — Global Excel will answer any questions an Insured Person has about the eligibility of his claim, standard verification procedures and the way that the benefits under this policy are administered.

Global Excel must be contacted before the Insured Person seeks medical treatment. If the Insured Person's condition renders him unable to do so, then someone else must contact Global Excel immediately on the Insured Person's behalf. It is the Insured Person's responsibility to ensure that Global Excel has been contacted prior to receiving medical treatment or as soon as reasonably possible.

Global Excel can be reached at the emergency telephone numbers listed on the back of the Medical Assistance Card provided to the Participant.

**NOTICE AND PROOF OF CLAIM**

In the event that Global Excel is not contacted immediately, the Insured Person, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a) give written notice of claim by delivery thereof or by sending it by registered mail to Global Excel not later than thirty (30) days from the date the claim arises under this policy;
- b) within ninety (90) days from the date a claim arises under this policy, furnish Global Excel such proof of claim as is reasonably possible in the circumstances of the Emergency giving rise to the claim and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary, if relevant; and
- c) if required by Global Excel, provide a satisfactory certificate stating the cause for which the claim is made and the duration of the disability, if applicable.

**FAILURE TO GIVE NOTICE OR PROOF**

Failure to give notice of claim or furnish proof of claim within the prescribed period above does not invalidate the claim if the notice or proof is given or furnished as soon as is reasonably possible, and in no event later than one (1) year from the date of Injury or the date a claim arises under the policy 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.

**INSURER TO FURNISH FORMS FOR PROOF OF CLAIM**

Global Excel, on behalf of the Insurer, shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the Emergency giving rise to the claim.

**CLAIMS PROCEDURES**

The Insured Person is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the Insured Person must:

- a) include the policy number and the patient's name (married and maiden, if applicable), date of birth, and Canadian provincial or territorial Government Health Insurance Plan number with its expiry date or version code (if applicable);
- b) submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or Physician;
- c) provide original prescription drug receipts (not cash receipts) from the pharmacist, Physician or Hospital showing the name of the prescribing Physician, prescription number, name of preparation, date, quantity and total cost;
- d) provide proof of the departure date(s) and return date(s);
- e) provide written proof of claim within ninety (90) days of the date of receipt of services covered under this policy;
- f) provide additional information pertinent to the Insured Person's claim, as may be required by Global Excel after receipt of the claim;
- g) sign and return the authorization form, provided by Global Excel, allowing the Insurer to recover payment from the Canadian provincial or territorial Government Health Insurance Plan. The Insurer will coordinate and pay the Insured Person's claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial Government Health Insurance Plan on the Insured Person's behalf; and
- h) return the unused portion of the Insured Person's air ticket to Global Excel, if the Emergency Air Transportation benefit is used.

All pertinent documents should be sent to Global Excel Management Inc.

Underwritten by:



Administered by:

**ETFS™**

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