

JF OPTIMUM PLUS VISITOR PLAN POLICY

Updated April 2019

IN THE EVENT OF AN EMERGENCY: You or someone acting on your behalf must call Ontime Care immediately:

From Canada and the U.S., call TOLL FREE

1-866-209-5804

From elsewhere, 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.

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.

This policy contains a clause which may limit the amount payable.

SECTION I: IMPORTANT NOTICE

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II: DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel, as your coverage is subject to certain limitations and exclusions.
3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to your trip. Failure to disclose a pre-existing condition when asked may result in the denial of a claim for a non-related condition. 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.
4. All amounts are in Canadian currency, unless indicated otherwise.
5. Please read this policy carefully when you receive it.

SECTION II: DEFINITIONS

Throughout this policy, defined words are in *italics*.

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

Administrator Company means AZGA Service Canada Inc. o/a Allianz Global Assistance, appointed by the *Insurer* to administer this plan.

Assistance Company means Ontime Care Worldwide Inc. appointed by the *Administrator Company* to provide emergency assistance, case management and claims handling services.

Child(ren) means the dependent and unmarried child of you and/or your spouse, who is at least 15 days old and under 21 years of age on the application date, or a child of any age over 15 days who has a permanent physical impairment or a permanent mental deficiency on the application date and who is dependent on you for support.

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

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

Distribution Company means JF Insurance Agency Group Inc., appointed by the *Administrator Company* to manage and distribute this plan.

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

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

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.

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

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

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

Insurer means CUMIS General Insurance Company, a member of The Co-operators group of companies.

Major organ means heart, kidney, liver or lung.

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

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

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

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.

Paramedical Practitioner means a legally qualified chiropractor, chiropractor, optometrist, osteopath, physiotherapist or podiatrist who is lawfully entitled to practice in the state, province or territory in which the treatment is provided, and who is practicing within the scope of his/her licensed authority. *Your* paramedical practitioner must be a person other than *yourself* or an *immediate family member*.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than *yourself* or an *immediate family member*.

Pre-existing medical condition(s) means any medical condition, *sickness* or *injury* for which at any time prior to the effective date, *you* have experienced symptoms, *you* have received medical care, advice, investigation or medical

treatment, *you* have been *hospitalized*, *you* have been prescribed (including prescribed as needed) or have taken medication, or *you* have undergone a medical surgical procedure.

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

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

Spouse means the person to whom *you* are legally married or with whom *you* have been residing with in a common-law relationship for at least the last 12 months.

Stable Pre-Existing Medical Condition means:

- a) A condition which is under treatment and has been controlled by diet or consistent use of medication prescribed by a *physician* and for which in the 120 days prior to the effective date of this policy there has been:
 - i. no new symptoms, more frequent or severe symptoms or symptoms which remain undiagnosed;
 - ii. no *hospitalization* or referral to a specialist;
 - iii. no change in treatment, medication or dosage (a reduction in dosage or an elimination of medication or treatment resulting from an improved health condition, approved by a *physician*, does not constitute a change in treatment, medication or dosage).
- b) A condition that existed more than 120 days prior to the effective date and which did not require treatment, as determined by a *physician*, during the 120 days prior to the effective date of this policy.

Sum Insured means the maximum sum payable (either \$10,000, \$15,000, \$25,000, \$50,000, \$100,000, \$150,000, \$200,000, \$300,000) that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

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.

Terrorism means an act, including but not limited to hijacking, 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.

You or **Your** or **Yourself** 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 under this plan, the applicant must:

1. be a visitor to Canada, a person with a Canadian work visa or super visa, an immigrant to Canada or a Canadian resident, who is not eligible for a provincial or territorial government health insurance plan in Canada;
2. be at least 15 days old on the application date;
3. not have been diagnosed with a *terminal* illness; or not have been diagnosed with stage 3 or 4 cancer; or
4. not have been diagnosed with or have required *medical treatment* for kidney disease requiring dialysis; or
5. not have been diagnosed with or have had an episode of congestive heart failure; or
6. not have had a lung condition for which, in the last 12 months, *you* have been prescribed or used home oxygen; or
7. not have received or is awaiting a bone marrow or *major organ* transplant.

SECTION IV: INSURANCE AGREEMENT

A. The Contract

1. **This contract offers coverage up to the *sum insured* selected by *you*.** This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
2. The *Administrator Company*, on behalf of the *Insurer*, reserves the right to decline any application or any request for additional coverage.
3. The plan type purchased and the *sum insured* selected cannot be changed after the effective date indicated on *your* confirmation of insurance.
4. Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *Insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

B. Duration of Coverage

1. The maximum period of coverage under this plan (including any additional coverage) is 365 days. No coverage is available in excess of these periods either by additional coverage, renewal or new policy for any *insured*, unless pre-approved by the *Administrator Company*.
2. A temporary visit to another country as part of *your* covered trip must:
 - a) Originate or terminate in Canada;
 - b) Not exceed 49% of *your* covered trip's duration;
 - c) A temporary visit to *your country of origin* is not covered (coverage ceases and then resumes when *you* return to Canada provided *you* are still eligible for coverage).
3. **Effective Date**
Your insurance policy commences on the latest of:
 - a) the time and date *you* apply for and pay for this insurance;

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

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

4. Waiting Period

When coverage is purchased after *your* arrival in Canada, the following waiting periods apply:

a) **Age 85 or under:**

- i. If age 85 or under and coverage is purchased within 30 days after arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 48 hours following the effective date of this policy,
- ii. If age 85 or under and coverage is purchased more than 30 days after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 7 days following the effective date of this policy.

b) **Age 86 or over:**

If age 86 or over and coverage is purchased at any time after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 15 days following the effective date of this policy.

c) The waiting period may be waived if:

- i. this policy is purchased on, or prior to, the expiry date of an existing JF Optimum Plus Visitor Insurance policy already issued by the *Administrator Company* to take effect on the day following such expiry date, provided no increase in the aggregate policy limit (*Sum Insured* option) or rate schedule change is applied for;
- ii. the *Administrator Company* specifically waives or modifies the waiting period in writing; or
- iii. *you* have coverage with another insurer during the first part of *your* trip in Canada, and *you* are purchasing this insurance after *your* arrival in Canada and there will be no gap in *your* coverage, *you* may request to have the waiting period waived.

You must provide proof satisfactory to the *Administrator Company* that *you* have other coverage in force prior to purchasing this policy and receive written approval from the *Administrator Company*.

5. Stable Pre-Existing Medical Condition Coverage

- a) *Stable pre-existing medical condition(s)* are covered for insureds age 69 or younger.
- b) *Stable pre-existing medical condition(s)* are eligible for coverage for insureds age 70 to 85 if *you* paid the required premium for the *stable pre-existing medical condition* coverage option on the application date.
- c) *Pre-existing medical condition(s)* are not covered for insureds age 86 or older.

6. Expiry Date

Coverage under this plan terminates on the earliest of:

- a) 11:59 p.m. (local time) on the expiry date indicated on the application or policy confirmation;
- b) 11:59 p.m. (local time) on the date calculated by the *Administrator Company*, due to an incorrect premium payment;
- c) the date *you* become eligible for a provincial or territorial insurance plan in Canada; or
- d) the date and time *you* leave Canada with no intention to return to Canada during the policy period;
- e) the date and time *you* arrive in *your country of origin* for a temporary return to *your country of origin* with the intention of returning to Canada during the policy period (coverage ceases and resumes when *you* return to Canada provided *you* are still eligible for coverage, premium will not be refunded or reissued).

C. Automatic Extension of Coverage

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

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

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

D. Optional Additional Coverage

You can apply for additional coverage provided that:

- a) *you* are in good health;
- b) *you* have no reason to seek *medical treatment* during the new term of coverage;
- c) a claim has not been made under this policy;
- d) *you* have not experienced any changes in *your* health since *your* effective date or departure date;
- e) *you* remain eligible for insurance;
- f) the request for additional coverage is received prior to the expiry date of *your* coverage;
- g) the required premium is charged to *your* credit card.

Note: The minimum premium is \$25 per new term of coverage. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the insured on the application date of the new term of coverage and using the premium schedule in effect at the time the new term of coverage is requested.

If *you* have incurred a claim, the *Administrator Company*, on the *Insurer's* behalf will review your file before deciding on granting additional coverage.

Each policy or term of coverage is considered a separate contract and all limitations and exclusions will apply.

The *Administrator Company*, on the *Insurer's* behalf, reserves the right to decline any request for new terms of coverage.

E. Premium Payment

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies.

The premium is based on *your* age as of the application date. The family rate is calculated as two times the premium for the eldest adult age 60 or under.

If the premium paid is insufficient for the period of coverage selected, the *Administrator Company* will charge and collect any underpayment.

Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

F. Family Coverage

Your policy provides coverage for *you* and *your spouse*, both age 60 or under, and *your child(ren)* named on the application if:

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

G. Premium Refunds

1. *You* have 10 days after purchase to return this policy for a full refund, provided *your* coverage has not started and *you* have not experienced an event that would cause *you* to submit a claim. Please refer to the sections of the policy that explain when coverage starts.
2. If termination of *your* policy is requested because *you* must return to *your country of origin* prior to *your* scheduled return date, a partial amount (less an administration fee of \$40 per insurance policy) of the premium paid may be refunded, provided no claim has been incurred at any time during *your* trip.

For policies with coverage of \$100,000 or over and with a duration of one year:

1. If cancellation is requested prior to the effective date of *your* policy, *you* must provide evidence of a Super Visa rejection letter from the government for a full premium refund. No refund will be made if the primary reasons of rejection are due to the following:
 - a) *you* did not complete the medical examination;
 - b) *you* did not complete and interview;
 - c) *you* did not provide required documents needed for the Super Visa application.
2. If termination of *your* policy is requested after the effective date, *you* must provide evidence of a boarding pass and e-ticket from the airline for a partial premium refund. There must be no claims incurred at any time during the policy period. An administration fee of \$40 per insurance policy applies.

Note: Requests for refunds must be made in writing within 90 days of *your* policy expiry date to the *Distribution Company*.

If the *Distribution Company* receives satisfactory proof (e.g. airline ticket or customs/ immigration stamp) of *your* actual return date to *your country of origin*, *your* refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of *your* written request.

No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

H. Coverage Offered

This plan provides coverage for the *reasonable and customary costs* incurred by *you* in case of *emergency* occurring while in Canada or while on a temporary visit to another country (other than *your country of origin*) provided *you* spend at least 51% of *your* covered trip's duration in Canada.

The *Administrator Company*, on behalf of the *Insurer*, will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the government health insurance plan in *your* province or territory of residence for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.

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

Deductible:

Deductibles apply per eligible person named on the application, per trip.

- If *you* are age 85 or younger, there is no *deductible* unless *you* selected the \$100, \$1,000 or \$3,000 *deductible* option.
- A *deductible* of \$500 applies if *you* are age 86 or older.
- If *you* select the **Disappearing Deductible** option as indicated on *your* confirmation of insurance, a \$2,500 *deductible* amount applies to each *sickness*-related claim when eligible expenses, per claim, are \$2,500 or less.
If the *sickness*-related claim amount is in excess of \$2,500 per claim, the *deductible* amount is waived and eligible expenses will be reimbursed back to the first dollar. Any *deductible* for *accident* related claims will not be affected.

SECTION V: BENEFITS

1. Hospital Accommodation

- a) *Reasonable and customary costs* up to the ward rate or coronary care or intensive care unit where *medically necessary*;
- b) *Medical treatment* on an outpatient basis in a *hospital*.

2. Physician Charges

- a) The services of a legally licensed *physician*, surgeon, or anaesthetist.
- b) When declared *medically necessary* by the attending *physician* at the time of the *emergency*, additional follow-up visits, provided they are directly related to the *emergency* and the *emergency* has been reported to the *Assistance Company*.

3. Diagnostic Services

Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*.

Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by the *Assistance Company*.

4. Private Duty Nursing

The professional services of a registered private nurse (other than by an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* while *hospitalized*, when ordered by the attending *physician* and approved in advance by the *Assistance Company*.

5. Ambulance Services

When reasonable and *medically necessary*, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest hospital.

6. Prescription Drugs

Up to a 30-day supply per prescription, unless *you* are *hospitalized*, drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.

Note: To file a claim, *you* must provide original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

7. Medical Appliances

When prescribed by a *physician* and approved in advance by the *Assistance Company*, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.

8. Paramedical Services

Treatment provided by a *paramedical practitioner* up to a maximum of \$500 per practitioner classification, provided such treatment is prescribed by a *physician* and approved by the *Assistance Company*.

9. Acupuncture Treatment

When a 365-day JF Optimum Plus Visitor Insurance policy is purchased, up to a maximum of \$500 for acupuncture treatments.

Treatments must be performed by a Canadian licensed acupuncturist.

This benefit does not cover herbal medicines or other products that do not have a DIN number. (Please refer to SECTION VII: EXCLUSIONS #14.)

10. Treatment of Dental Accident

Emergency dental treatment to a maximum of \$3,000 to repair or replace sound natural teeth or repair dentures or other dental devices as result of an *accidental* blow to the face. *You* must consult a *physician* or a dentist immediately following the *injury*. Treatment must take place before *you* return to *your country of origin*. An accident report is required from the *physician* or dentist for claims purposes.

11. Emergency Relief of Dental Pain

Emergency treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$500 during the coverage period.

12. Accidental Death & Dismemberment

The *insurer* agrees to pay up to a maximum of the *sum insured* indicated on *your* confirmation of insurance with a limit of \$50,000, for the loss of life, limb or sight resulting from an *accidental injury* occurring during the coverage period, except while boarding, riding in or alighting from an aircraft.

Benefits are payable according to the following schedule:

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

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

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

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

The maximum amount payable for all losses related to one covered event under all Accidental Death & Dismemberment Coverage under all policies issued by the insurer and administered by Allianz Global Assistance is \$10 million.

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.

13. Repatriation

When approved in advance and arranged by the *Assistance Company*. (Please refer to SECTION VI: LIMITATIONS AND RESTRICTIONS # 7 -Transfer or Medical Repatriation.)

- a) up to the cost of a one-way economy airfare to return *you* to *your country of origin*; or
- b) the fare for additional airline seats to accommodate a stretcher or medical attendant, to return *you* to *your country of origin*.

14. Preparation and Return of Remains

In the event of death, up to a maximum of \$10,000 towards the actual cost incurred for preparation of *your* remains and homeward transportation to *your country of origin*; or up to a maximum of \$4,000 for cremation and/or burial of *your* remains at the place of death.

The cost of the casket or urn is not covered by this benefit.

Additional benefit ONLY if you purchased the \$100,000 sum insured amount:

15. Extra Injury

In the event of an *accidental injury*, the *insurer* agrees to pay up to an additional \$50,000 for *reasonable and customary costs* incurred as a result of the *injury*.

Any charges related to *sickness* or disease are not covered under the Extra Injury benefit.

SECTION VI: LIMITATIONS AND RESTRICTIONS

1. Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment

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

2. Notice to the Assistance Company

You must contact the *Assistance Company* prior to seeking *medical treatment*. If it is not reasonably possible for *you* to contact the *Assistance Company* prior to seeking treatment due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible.

3. Limitation of Benefits

Once *you* are deemed medically stable to return to *your country of origin* (with or without a medical escort) in the opinion of the *Assistance Company* or by virtue of discharge from *hospital*, *your emergency* is considered to have ended.

There is no coverage for any further consultation, treatment, recurrence or complication related to the *emergency* under this policy unless it occurs after *you* have been deemed medically stable for at least 120 days from the date the initial *emergency* is considered to have ended.

To be deemed medically stable *you* must meet the following requirements:

- there has been no new treatment;
- there have been no signs or symptoms or new diagnosis; 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 investigations performed by any medical professional.

4. Benefits Limited to Reasonable and Customary Cost

If *you* pay eligible expenses directly to a health service provider, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to the provider by the *Assistance Company*. Medical charges *you* pay may be higher than

this amount; therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary costs* reimbursed by the *Insurer*.

5. Benefits Limited to Incurred Expenses

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

6. Availability and Quality of Care

The *Insurer*, the *Administration Company*, the *Distribution Company* or the *Assistance Company* and their agents will not be responsible for the availability, quality, quantity, or results of any *medical treatment* received, or for the failure of any person to provide or obtain medical services.

7. Transfer or Medical Repatriation

During an *emergency* (whether prior to admission, during a covered *hospitalization* or after *your* release from *hospital*), the *Assistance Company* reserves the right to:

- a) transfer *you* to one of its preferred health care providers, and/or
- b) return *you* to *your country of origin*, for *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by the *Assistance Company*, the *Insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return.

The *Assistance Company* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

SECTION VII: EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. *Pre-existing medical condition(s)* that are not *stable pre-existing medical conditions* if *you* are:
 - a) age 69 or under; or
 - b) age 70 to 85 and paid for the *stable pre-existing medical condition* coverage option.
2. *Pre-existing medical condition(s)* if *you* are:
 - a) age 70 to 85 and have not paid for the *stable pre-existing condition* coverage option; or
 - b) age 86 or older.
3. **For policy extensions only:** *Sickness* or *injury* which first appeared, was diagnosed, or received treatment prior to the effective date of the insurance extension.
4. Any *sickness* or symptoms which manifested during the waiting period.
5. Expenses for which no charge would normally be made in the absence of insurance.

6. Committing or attempting to commit an illegal act or a criminal act.
7. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; *terrorism*; riot; rebellion; revolution or insurrection; military power or any service in the armed forces.
8. Suicide, attempted suicide or self-inflicted *injury*.
9. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are *hospitalized*.
10. Any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant.
11. Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
12. 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* or surgeon.
13. Any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.
14. The replacement of an existing prescription, whether by reason of loss, 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*.
15. *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, preventative medicines or vaccines, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
16. Non-compliance with any prescribed medical therapy treatment (as determined by the *Assistance Company*) or failure to carry out a *physician's* instructions.
17. Treatment of an acute *sickness* or *injury* after the initial *emergency* has ended (as determined by the *Assistance Company*).
18. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your country of origin* when medical evidence indicates that *you* could return to *your country of origin* to receive such treatment. The delay to receive treatment in *your country of origin* has no bearing on the application of this exclusion.
19. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by the *Assistance Company* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
20. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved by the *Assistance Company*.
21. Expenses incurred in *your country of origin*.
22. *Emergency* air transportation and/or car rental unless approved and arranged in advance by the *Assistance Company*.
23. Cataract surgery or regular eye check-up by an optometrist.
24. Upgrade charges and cancellation penalties for airline tickets, unless approved in advance by the *Assistance Company*.
25. Participation in:
 - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - b) any competitive motorized sporting events, racing or speed contests;
 - c) scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
26. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
27. Fillings, crowns, bridges, root canals and repairs to dentures or other dental devices.
28. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
29. Any expenses incurred if *you* travel to, in or through:
 - a) a country that the Canadian government, or any department thereof, has advised Canadians not to travel to during the time of *your* trip if the advisory is issued prior to *your* departure date; or
 - b) another country if it would be in violation of economic or trade sanctions imposed under applicable law to afford coverage for travel to such a destination.

This exclusion only applies to temporary visits outside of Canada.
30. Benefits are not payable for costs or losses incurred due to, contributed by, or resulting from:
 - a) nuclear reaction/radiation; or
 - b) *nuclear*, *chemical* or *biological* occurrence, however caused; or
 - c) radioactive, seepage, pollution or contamination.

31. Benefits are not payable for any costs incurred due to, contributed to by, or resulting from epidemic, pandemic or organ harvesting surgery.

SECTION VIII: INTERNATIONAL ASSISTANCE SERVICES

Ontime Care Worldwide 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 elsewhere call COLLECT **1-905-707-9555**

1. Emergency Call Centre

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

2. Benefit Information

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

3. Case Management

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

4. Interpretation Service

We can connect you to an interpreter when required for emergency services in foreign countries.

5. Direct Billing

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

6. Claims Information

The *Assistance Company* 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.

SECTION IX: HOW TO FILE A CLAIM

1. *You* must substantiate *your* claim by providing all documents listed below. (The *Insurer*, *Administrator Company*, *Distribution Company* or *Assistance Company* are not responsible for charges levied in relation to any such documents.)
 - a) A completed Claim Form (provided by the *Assistance Company* upon notification of claim).
 - b) Original itemized bills from the 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.
 - c) 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 the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim. (Please refer to SECTION XI: STATUTORY CONDITIONS - Notice and Proof of Claim)

2. Send all pertinent documents to:

Ontime Care Worldwide Inc.
15 Wertheim Court, Suite 512,
Richmond Hill, ON L4B 3H7

Indicate *your* policy number on all correspondence.

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*.

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.

Benefits are only payable for the plans and the specific amount of insurance selected, paid for and accepted on the *Insurer's* behalf at the time of application, and shown on *your* confirmation of insurance.

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.

Conformity with Law

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

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.

All benefits will be coordinated 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 under 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, benefits will not be coordinated with that provider on the *Insurer's* behalf, except in the event of *your* death.

Currency

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

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.

Language

The parties request that the policy and all related documentation be drawn in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

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), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan) 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

Your failure to disclose or misrepresentation of any material fact, or fraud, either at the time of application or at the time of claim, shall render the entire contract null at the *Insurer's* option, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this policy, the premiums will be adjusted according to *your* correct age.

Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for *your* age on the application date of this policy as shown on *your* confirmation 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* rights 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 to reimbursement 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.

Sanctions

Benefits are not payable under this policy for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

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

Contract

The application, this policy, any document (including but not limited to the completed confirmation of insurance) attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued, constitute the entire contract, and no agent has the authority to change the contract or waive any of its provisions.

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 signed by the *Insurer*.

Copy of Application

The *Insurer* shall, upon request, furnish *you* or a claimant under the contract a copy of the application.

Material Facts

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

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 SECTION IV: INSURANCE AGREEMENT – G. Premium Refunds.

Notice and Proof of Claim

Please refer to SECTION IX: HOW TO FILE A CLAIM.

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*.

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* not 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 the 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.

Failure to Give Notice and 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.

Administrator Company or the Assistance 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.

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.

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

Protecting *your* personal information

Protecting *Your* personal information is a top priority. This Privacy Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

CUMIS General Insurance Company (the “insurer”) and the insurer’s insurance administrator, Allianz Global Assistance, the insurer’s assistance and claims provider, OnTime Care, and the insurer’s agents, representatives and reinsurers (for the purpose of this Privacy Notice collectively “We” “Us” and “Our”) require *Your* personal information.

Personal Information We collect

We will collect *Your* personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses
- Credit/debit card and bank account information
- Sensitive personal information such as: Medical information relating to *Your* health status, excluding genetic test results.

How will we obtain and use *Your* personal information?

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with *You*
- To consider any application for insurance
- If approved, to issue a Policy or Certificate of Insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or Policyholders

- Insureds and/or Claimants
- Family Members, spouses, or as a last resort friends or travelling companions of a Certificate or Policyholder, Insured or Claimant, in cases where the proper individual is unable, for medical or other reasons, to communicate directly with Us.

Who will have access to *Your* personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends/travelling companions of the Certificate holder or Policyholder, Insured or Claimant and agencies. We may also use and disclose information from Our existing files for insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file. Upon *Your* request and authorization, We may also disclose this information to other persons. From time to time, and if permitted by applicable law, We may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”). In some instances We may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

What are *Your* rights in respect of *Your* personal data?

When permitted by applicable law and regulations *You* have the right to:

- Access *Your* personal data held about *You*
- Withdraw consent at any time where *Your* personal data is processed
- Update or correct *Your* personal information so that it is always accurate
- Delete *Your* personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with Us and/or relevant data protection authority

You may exercise these rights by contacting the Privacy Officer at privacy@allianz-assistance.ca.

How long do We keep *Your* personal data?

We will retain the personal information We collect for a specified period of time and in a storage method appropriate with legal and Our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information We have on file by contacting the Privacy Officer at privacy@allianz-assistance.ca or by writing to:

Privacy Officer
Allianz Global Assistance
4273 King Street East
Kitchener, ON N2P 2E9

How can *You* contact Us?

For information about how to obtain access to written information about Our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

For a complete copy of Our Privacy Policy please visit www.allianz-assistance.ca.

CONTACT INFORMATION

ALLIANZ GLOBAL ASSISTANCE

Please contact Allianz Global Assistance with any questions or claims.

Toll-free: 1-800-869-6747 (In Canada & U.S.)

How often do We update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on Our website, www.allianz-assistance.ca.

SECTION XIII: IDENTIFICATION OF INSURER

Insurer:

CUMIS General Insurance Company
P.O. Box 5065, 151 North Service Road, Burlington,
Ontario L7R 4C2, Canada, 1-800-263-9120

Administrator:

AZGA Service Canada Inc. o/a Allianz Global
Assistance
4273 King Street East,
Kitchener, Ontario N2P 2E9,
1-800-869-6747

Travel Assistance and Claims Administration:

Ontime Care Worldwide Inc.

Manager and Distributor:

JF Insurance Agency Group Inc.

You are requested to read this policy when you receive it and if incorrect, return it immediately for alteration by calling 1-877-832-5541 or writing to info@jfgroup.ca.

IN THE EVENT OF AN EMERGENCY: *You* or someone acting on *your* behalf must call Ontime Care immediately:

From Canada and the U.S., call TOLL FREE

1-866-209-5804

From elsewhere 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.