

IN THE EVENT OF AN EMERGENCY: You must call Global Excel Management Inc. (hereinafter called “Global Excel”) immediately:

From Canada and U.S., call toll free 1-855-640-9152

From anywhere, call collect +819-780-0555

Do not assume that someone will contact Global Excel on your behalf. It remains your responsibility to ensure that Global Excel has been contacted prior to receiving treatment or as soon as reasonably possible. Failure to do so limits benefits to 80% of eligible expenses to a maximum of \$25,000 in the event of *hospitalization*, and to one outpatient consultation per *sickness* or *injury* (see Section VI - Limitations and Restrictions).

10 DAY RIGHT TO EXAMINE – You may cancel this policy within 10 days of purchase and receive a full refund provided no claim has been made, is pending or is in progress.

Section I – Important Notices

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- Throughout this policy, words in italics have a specific meaning and are defined in Section II - Definitions.
- This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.
- *Pre-existing medical condition* exclusions may apply to medical conditions and/or symptoms that existed prior to your trip. Refer to your policy to determine how these exclusions may affect your coverage and how they relate to your departure date, date of purchase or effective date.

- In the event of an *accident, injury* or *sickness*, your prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.
- This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.
- This policy contains clauses which may limit the amounts payable.

Please read this policy carefully.

Section II – Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

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

Child(ren) means an unmarried natural, adopted or stepchild of the *insured person* or his or her eligible *spouse* who is, at the date of purchase, dependent on the *insured person* or his or her eligible *spouse* for support and is:

- a) Between 15 days of age and 21 years of age; or
- b) A full-time student who is under 26 years of age; or
- c) Of any age with a permanent physical impairment or a permanent mental disability.

Country of Origin means the country for which the *insured person* holds a passport. Where the *insured person* holds more than one passport, the country of origin will be taken to mean the country that the *insured person* has 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 the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured*, per covered *emergency*.

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 your eligible *spouse* or you and your eligible *spouse* and *child(ren)*, who have the same coverage dates in effect and who are living at the same address while in Canada.

Global Excel means the company appointed by the Insurer to provide medical assistance and claims services.

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

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

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

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

Insured Person means the person who is named as the insured person on the confirmation of insurance for which the appropriate premium has been paid.

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*.

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

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

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 reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person, to whom the *insured person* is legally married or with whom the *insured person* has been residing in a conjugal relationship.

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 *hospitalization*; and
 - ii. no change in treatment, medication or dosage.

Exceptions: A reduction in dosage or an elimination of medication resulting from an improved health condition, approved by a *physician*, does not constitute a change in medication or dosage. A reduction or elimination of treatment resulting from an improved health condition, approved by a *physician*, does not constitute a change in treatment.

- 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 per *insured* (either \$10,000, \$15,000, \$25,000, \$50,000, \$100,000, \$150,000) that you have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

Trip for Canadian residents means the duration of your insurance coverage under this policy as specified on the application or the confirmation of insurance; for non-Canadian residents, means travel outside your *country of origin*.

You, Your, Yourself and Insured means the *insured person* and, when the appropriate premium has been paid for family coverage as indicated on the confirmation of insurance, his or her eligible *spouse* and/or *children*.

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 of age on the date of purchase;
3. not be travelling against the medical advice of a *physician* and/or have been diagnosed with a terminal *illness*. A terminal *illness* means that you have a medical condition that is cause for a *physician* to estimate that you have less than 6 months to live or for which palliative care has been received.

4. not have a kidney disease requiring dialysis;
5. not have Congestive Heart Failure or require the use of home oxygen;
6. not be experiencing new or undiagnosed symptoms and/or know of any reason to seek medical attention.

Note: Your *spouse* and/or *child(ren)* must also meet all the above criteria to be eligible for *family* coverage under this plan.

Section IV – Insurance agreement

A - The Contract

1. This contract offers Emergency Medical Travel Coverage up to the *sum insured* selected at the time of application. This policy, the application and the confirmation of insurance constitute your contract of insurance.
2. The Insurer reserves the right to decline any application or any request for an extension of 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.
5. 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 is 365 days per policy.

2. A temporary visit to another country as part of your covered *trip* must:
 - a) originate and terminate in Canada within the coverage period;
 - 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 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.

Section IV – Insurance agreement (continued)

4. Waiting Period

A waiting period will apply if you purchase this coverage after your arrival in Canada. (see Section VII - Exclusions #3)

Exception: The waiting period will be waived if this policy is purchased on or prior to the expiry date of an existing Visitors to Canada Travel Insurance policy already issued by the Insurer, to take effect on the day following such expiry date provided no increase in the *Sum Insured* Option is applied for. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

5. Expiry Date - Coverage under this plan terminates on the earliest of:

- 11:59 p.m. (local time) on the expiry date indicated on the application or policy confirmation;
- 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment;
- 365 days after the effective date of your insurance;
- the date you become eligible for a provincial or territorial government health insurance plan in Canada;
- the date and time you arrive in your country of origin following an uninterrupted trip with no intention to return to Canada during the policy period;
- 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).
- the date when you exceed 49% of your policy period while visiting another country.

C - Automatic Extension of Coverage

Coverage will be extended automatically without additional premium upon notifying *Global Excel* for up to 72 hours if your stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:

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

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 - Purchase of a New Policy

If you wish to remain in Canada beyond the expiry date of this policy, you may purchase a new policy subject to the policy terms, conditions and premium schedule in effect at the time the new policy is requested. The cost of additional days of insurance will be calculated using the age of the insured person on the effective date of the new policy provided that:

- you remain eligible for insurance;
- you have not experienced any changes in your health since your effective date or departure date;
- the request for the new policy is received prior to the expiry date of your coverage;
- the required premium is charged to your credit card.
- you are not on a temporary trip outside of Canada.

Note: The minimum premium is \$20 per policy. The cost of additional days of insurance will be calculated using the age of the insured person on the effective date of the new policy and using the premium schedule in effect at the time the extension is requested.

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 \$20 applies. The premium is based on your age as of the purchase date. If the premium paid is insufficient for the period of coverage selected, we will:

- charge and collect any underpayment; or
- shorten the policy period by written endorsement if an underpayment in premium cannot be collected.

Section V – Benefits

1. Hospital Accommodation:

- Reasonable and customary costs up to the ward rate or coronary care unit where medically necessary.
- Treatments on an outpatient basis in a hospital.

2. Physician Charges: Medical treatment by a physician.

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 *Global Excel*.

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 and while hospitalized, when ordered by the attending physician and approved in advance by *Global Excel*.

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 \$500, limited to a 30-day supply per prescription, unless you are hospitalized, drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when required as a result of an emergency. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of emergency.

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 *Global Excel*, 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, provided such treatment is prescribed by a physician and approved in advance by *Global Excel*. Paramedical Practitioner means a legally qualified chiropodist, chiropractor, 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.

9. Acupuncture Treatment: When a 365-day policy is purchased, up to a maximum of \$500 for acupuncture treatments provided such treatment is approved in advance by *Global Excel*. 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 #16.)

Coverage is conditional on the payment of your premium and does not take effect until your initial premium is paid. The premium must be paid before your effective date. 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

If you have purchased family coverage at the time of application, your policy covers you and all family members (please refer to the definition of family in Section II - Definitions) if:

- coverage dates are the same for all family members;
- all family members live at the same address while in Canada; and
- 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. If cancellation of your policy is requested prior to the effective date of your policy and no travel has taken place, the full premium will be refunded.

2. If cancellation of your policy is requested after the effective date of your policy due to either of the following reasons:

- you must return to your country of origin prior to your scheduled return date; or
- you become eligible for a provincial or territorial health insurance plan in Canada;

a partial refund of premium (less an administration fee of \$25 per insurance policy) may be refunded, provided no claim has been incurred at any time during your trip.

Note: Requests for refunds must be received in writing by your representative no later than 90 days from the date you became eligible and/or covered under a provincial or territorial government health care plan, or the date of your early return, or the expiry date of your policy. Once your representative receives satisfactory proof (e.g. airline ticket/boarding pass, customs/immigration stamp), of your early return, or proof of the date you became eligible and/or covered under a provincial or territorial government health insurance plan, 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

1. This insurance provides coverage for the reasonable and customary costs incurred by you in case of an emergency occurring during a trip in Canada.

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

3. 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.

4. **Deductible:** The deductible amount is shown on your confirmation of insurance. Unless otherwise chosen at the time of application, the deductible amount is \$100 if you are age 85 or under on the effective date of this policy, or \$500 if you are age 86 or over on the effective date of this policy. Deductibles apply per insured, per covered emergency.

5. Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the sum insured option you selected as indicated on your confirmation of insurance insofar as such services are medically necessary. Benefit limits are per insured, per trip.

6. Plans Offered

Age	Plan 1	Plan 2
Age 49 or under	X	Not available
Age 50 to 79	X	X
Age 80 or over	Not available	X

a) **Plan 1:** Provides coverage for stable pre-existing medical conditions in the 120 days prior to the effective date, up to the maximum sum insured option you selected as indicated on your confirmation of insurance. This plan is available for applicants age 79 or younger.

b) **Plan 2:** Provides no coverage for any pre-existing medical conditions. This plan is available for applicants age 50 or over.

10. **Treatment of Dental Accident:** Emergency dental treatment to a maximum of \$3,000 to repair or replace sound natural teeth or permanently attached artificial teeth 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. This benefit excludes crowns and root canals for which you previously received treatment or advice.

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. This benefit excludes crowns and root canals.

12. **Air Flight Accident:** Up to the sum insured in case of death as a result of an injury sustained during the period of coverage while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same accident exceed \$300,000, the Insurer's liability for that accident is limited to \$300,000 which will be shared proportionately among all claimants involved in the same accident and who are covered under a Visitors to Canada Travel Insurance policy underwritten by the Insurer.

13. **Emergency Transportation and Repatriation:** When approved in advance and arranged by *Global Excel*, the following benefits apply to return you to your country of origin or your province or territory of residence in Canada. (Please refer to Section VI – Limitations and Restrictions # 7 - Transfer or Medical Repatriation.)

- Air ambulance to the nearest appropriate medical facility, to a Canadian hospital or to a hospital in your country of origin for medical treatment;
- Transport on a licensed airline with an attendant (when required) for your emergency return to your country of origin or your province or territory of residence in Canada for immediate medical attention;
- The fare for additional airline seats to accommodate a stretcher to return you to your country of origin or your province or territory of residence in Canada; or
- Up to the cost of a one-way economy airfare to return you to your country of origin or your province or territory of residence in Canada.

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 remains and homeward transportation of the deceased insured to his/her country of origin; or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the insured. The cost of the casket or urn is not covered by this benefit.

Section VI – Limitations and Restrictions

- Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment** – *Global Excel* 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 *Global Excel* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.
- Failure to Notify *Global Excel*** – *You* must contact *Global Excel* prior to seeking *medical treatment*. Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted prior to seeking treatment. If it is not reasonably possible for *you* to contact *Global Excel* due to the nature of *your* medical emergency, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. Failure to do so limits the benefits payable to:
 - in the event of *hospitalization*, 80% of eligible expenses based on *reasonable and customary costs* to a maximum of \$25,000; and
 - in the event of an outpatient consultation, a maximum of one visit per *sickness or injury*. *You* will be responsible for payment of any remaining charges.
- 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 Insurer or by virtue of discharge from *hospital*, *your emergency* is considered 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.
- 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 Insurer. 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.
- 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.
- Availability and Quality of Care** – The Insurer and *Global Excel* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment* while this coverage is in effect.
- Transfer or Medical Repatriation** – During an *emergency* (whether prior to admission, during a covered *hospitalization* or after *your* release from *hospital*), the Insurer reserves the right to:
 - transfer *you* to one of its preferred health care providers, and/or
 - return *you* to *your* province or territory of residence or *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 Insurer, the Insurer will be released from any liability for expenses incurred for such *sickness or injury* after the proposed date of transfer or return.
Global Excel 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*.
- Sanctions** – The insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the insurer intends to adhere to the same standard.
The insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union and the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

Section VII – Exclusions

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

- Pre-existing medical condition(s)**
Any *sickness, injury* or medical condition for which at any time prior to *your* 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 or surgical procedure.Exception: If *you* purchased Plan 1 - This exclusion does not apply to *your stable pre-existing medical condition(s)* in the 120 days prior to the effective date of this policy as defined in Section II – Definitions.
- Applies following the purchase of an additional policy when *you* extend *your trip*:**
Sickness or injury which first appeared, was diagnosed or received treatment prior to the effective date of the new policy. Each new policy will have a new effective date and the above exclusion 1. *Pre-existing medical condition* exclusion applies.
- Waiting Period**
 - If *you* are age 85 or under and *you* purchased coverage 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.
 - If *you* are age 85 or under and *you* purchased coverage 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.
 - If *you* are age 86 or over and *you* purchased coverage 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.Exception: This exclusion shall not apply, when this policy is purchased on or prior to the expiry date of an existing Visitors to Canada Travel Insurance policy already issued by the Insurer, to take effect on the day following such expiry date provided no increase in the *Sum Insured* Option is applied for. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.
- Expenses for which no charge would normally be made in the absence of insurance.
- Committing or attempting to commit an illegal act or a criminal act.
- Your* participation in and/or voluntary exposure to 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; riot; rebellion; revolution or insurrection; military power or any service in the armed forces.
- Suicide (including any attempt thereat) or self-inflicted *injury*.
- A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are *hospitalized*.
- Medication, drugs or toxic substance abuse or overdose; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.
- A trip taken for the purpose of seeking treatment, consultation or investigation for a medical condition for which, before *your* departure date, *you* knew or it was reasonable to expect *you* would need to seek treatment, consultation or investigation for that medical condition.
- Routine pre-natal care.
- High risk pregnancy. A high risk pregnancy means a pregnancy where any medical condition or risk factor puts the mother, the developing fetus, or both, at a higher than normal risk of developing medical complications during or after the pregnancy and birth.
- Any *child* born during *your* trip. However, a newborn *child* upon reaching 15 days of age may apply for insurance by completing and submitting an application and the appropriate premium is paid.
- Pregnancy, childbirth or complications of either, occurring in the 9 weeks before or after the expected date of delivery.
- For insured *children* under two (2) years of age: Any *sickness* or medical condition arising from or related to a birth defect.
- 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*.
- Hospitalization* or services rendered in connection with general health examinations for “check-up” purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
- Non compliance with any prescribed medical therapy treatment (as determined by the Insurer) or failure to carry out a *physician*’s instructions.
- Treatment of an acute *sickness or injury* after the initial *emergency* has ended (as determined by the Insurer).
- 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.
- 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 a *hospital*.
- Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved by *Global Excel*.
- Medical services in *your country of origin*.
- Emergency* air transportation and/or car rental unless approved and arranged in advance by *Global Excel*.
- Services provided by an optometrist or for cataract surgery.
- Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by *Global Excel*.
- Participation:
 - as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one’s main paid occupation);
 - in any motorized race or motorized speed contest;
 - in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
- Flight *accident* (unless *you* are travelling as a fare paying passenger on a commercial airline).
- 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.
- Crowns and root canals.
- Preventive medicines or vaccines.
- 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.
- Any *sickness, injury* or medical condition *you* suffer or contract, or any loss *you* incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before *your* departure date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after *your* departure date, *your* coverage under this policy in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for *you* to safely evacuate the country, region or area.
- Any *medical treatment* outside Canada when the *emergency* occurred in Canada.
- Self exposure to exceptional risk, hazardous pursuits or occupations or flight accident (unless *you* are travelling as a fare-paying passenger on a commercial airline).

Section VIII – International Assistance Services

Global Excel answers your questions 24 hours a day, seven days a week.

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

Section IX – How to File a Claim

1. **You must substantiate your claim by providing all documents listed below. (The Insurer is not responsible for charges levied in relation to any such documents.)**
 - a) A completed Claim Form (provided by Global Excel 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.
 - d) Proof of arrival date in Canada, including departure and return dates.

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 #3.

Section X – General Provisions

1. **Subrogation** – If you suffer a loss covered under this policy, the Insurer is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or action for a covered loss you shall immediately notify the Insurer so that the Insurer may safeguard its rights. You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.
2. **Other Insurance** – This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing hospital, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside your country of origin that are in excess of the amounts for which you are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the 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.
3. **Misrepresentation and Non-disclosure** – The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, you have concealed, misrepresented or failed to disclose any material fact or circumstance concerning your policy or your interest therein, or if you refuse to disclose information or permit the use of such information, pertaining to any of the insureds under this contract of insurance.

Section XI – Statutory Conditions

1. **The Contract** – The application, this policy, any document 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 authority to change the contract or waive any of its provisions.
2. **Waiver** – The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.
3. **Copy of Application** – The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.
4. **Material Facts** – No statement made by the insured or a person insured at the time of application for the contract may 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.
5. **Notice and Proof of Claim**
 1. The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
 - a) give written notice of claim to the insurer:
 - i. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident or sickness;
 - b) within 90 days after the date a claim arises under the contract on account of an accident or sickness, furnish to the insurer such proof as is reasonably possible in the circumstances of:
 - i. the happening of the accident or the start of the sickness,
 - ii. the loss caused by the accident or sickness,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and
 - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident or sickness for which claim is made under the contract and, in the case of sickness, its duration.

4. **Interpretation Service** – We can connect you to a foreign language interpreter when required for emergency services.
5. **Direct Billing** – Whenever possible, we will instruct the hospital or clinic to bill Global Excel directly.
6. **Claims Information** – We will answer any questions you have about the eligibility of your claim, our standard verification procedures and the way that your policy benefits are administered.

2. **Payment of Benefits** – All payments are payable to you or on your behalf. Benefits for loss of life are made to your estate unless another beneficiary is designated in writing to Global Excel or the Insurer. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

Indicate your policy number on all correspondence.

3. **Send all pertinent documents to:**

Global Excel Management Inc
73 Queen Street, Sherbrooke, Quebec J1M 0C9

Telephone: 1-855-640-9152 (toll free) or +819-780-0555 (collect) during business hours.
Our Website: www.globalexcel.com

4. **Applicable Law** – This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, your heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.
5. **Limitation Periods** – 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 British Columbia, Alberta and Manitoba), the Limitations Act 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
6. **Important Notice About Your Personal Information** – Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from your representative, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services. Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, 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 of policyholders, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

Failure to Give Notice and Proof

2. Failure to give notice of claim or furnish proof of claim within the time required by this condition 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 one year after the date of the accident or the date a claim arises under the contract on account of sickness, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition; or
 - b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.
6. **Insurer to Furnish Forms for Proof of Claim** – The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident or sickness giving rise to the claim and of the extent of the loss.
7. **Rights of Examination** – As a condition precedent to recovery of insurance money under the contract,
 - a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
 - b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
8. **When Money Payable** – All money payable under the contract must be paid by the insurer within 60 days after it has received proof of claim.
9. **Limitation of Actions** – An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.
In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the insured and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

Section XII – Identification of Insurer

Visitors to Canada Travel Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to Global Excel.