

Emergency travel medical policy (annual)

Important notice – read carefully before you travel as your coverage may be subject to certain limitations and exclusions.

- Travel 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 may be subject to certain limitations and exceptions.
- A pre-existing exception will apply to treatment of medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your policy and how it relates to your departure date, date of purchase, or effective date.
- In the event of an accident, injury or sickness, your prior medical history will be reviewed when a claim is reported.
- Your policy provides travel assistance. You are required to notify the designated assistance company prior to treatment. Your policy limits benefits if you do not contact the assistance company within a specified time period.

Emergency travel medical policy (annual)

This policy is issued by The Canada Life Assurance Company.

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Section 1 - Interpretation and terms used

Interpretation

The use of capital letters in this policy indicates a term defined below or elsewhere in this policy.

The use of italicized letters indicates a reference to a head or sub-heading shown on the *Policy specifications*, unless otherwise indicated.

Policy specifications refers to the page(s) headed Policy Specifications in this policy and any amendments thereto.

Terms used

Annual Renewal Date means the annual date set out on the *Policy Specifications* on which the *Owner* may apply for a new Annual Emergency Travel Medical Policy.

Application means the form approved by Canada Life Life that the *Owner* completed and signed, in order to apply for the coverage provided under this policy.

Assistance Centre means the worldwide network that provides 24-hour telephone emergency medical assistance services and courtesy assistance services on behalf of Canada Life Life. This network helps locate emergency medical and dental care and obtains Canada Life Life's prior approval for medical services and supplies, and assistance services, where required. Assistance services are described in Section 5 - Medical Services and Supplies.

Covered Expenses means the lesser of actual expenses and Customary Charges for Covered Medical Treatment and Emergency Medical Assistance Services, subject to the maximum benefit amounts payable as set out in Section 8 - Limitations and Exceptions.

Covered Medical Treatment means the treatment as described in Section 5 - Medical Services and Supplies.

Covered Trip means the first 30, 60 or 90 consecutive days, as set out in the *Policy Specifications* under *Number of Days*, per trip for Insureds who are under age 80.

In all cases, Insureds of any age must be absent from Canada Life or travelling more than 500 kilometres from home. A Covered Trip must begin and end in Canada.

Customary Charges means the lowest of:

- representative prices in the area where the treatment was provided;
- maximum prices established by applicable law; or
- prices shown in any applicable professional association fee guide.

Dentist means a person, other than an Insured or a member of an Insured's family, who is a licensed dentist in their professional association territory where the dental care is received and who gives dental care within the scope of that license.

Departure Date means the date an Insured leaves on a Covered Trip.

Emergency Medical Treatment means Covered Medical Treatment immediately required for the relief of an Injury or an acute episode of Sickness.

Emergency Medical Assistance Services means the emergency medical assistance services described in Section 5 - Medical Services and Supplies.

Employer means Her Majesty The Queen in Right of the Province of British Columbia.

Government Plan means a plan that provides drug, health, dental or vision coverage and that is legislated, funded or administered by a government. For greater certainty, the Group Policy and other group plans for government employees are not included in this definition.

Government Replacement Plan means a plan that provides temporary coverage for expenses that would normally qualify for reimbursement under a Government Plan.

Canada Life means The Canada Life Assurance Company, and any other companies or person with whom Canada Life may contract to provide, on Canada Life's behalf, some or all of the coverage provided under this policy.

Group Policy means the group insurance policy, effective April 1 2017, issued by Canada Life to the Employer.

Hospital means an institution that:

- is legally termed a hospital;
- is open at all times;
- offers in-patient accommodation;
- has a staff of one or more physicians available at all times; and
- provides continuous 24-hour nursing by graduate registered nurses.

Injury means accidental bodily injury.

Insurable Child means an unmarried child who meets all of the following requirements:

- the child is the natural, adopted or stepchild of the *Owner* or the Insurable Spouse or a child for whom the *Owner* or the Insurable Spouse has been appointed guardian for all purposes by a court of competent jurisdiction.
- the child, if under age 21, is not working more than 30 hours a week, unless the child is also a full-time student.
- the child, if age 21 or over:
 - is a full-time student under age 25; or
 - is incapacitated for a continuous period that began before age 21; or
 - is incapacitated for a continuous period that began while the child was a full-time student under age 25.
- the child, if the child of the Insurable Spouse, is also the *Owner's* child or the Insurable Spouse is living with the *Owner* and has custody of the child.

A child for whom the *Owner* or the Insurable Spouse has been appointed guardian is not insurable unless Canada Life has received satisfactory proof of guardianship and if the Insurable Spouse is the guardian, the Insurable Spouse is living with the *Owner*.

A child is considered a full-time student if the child has been in registered attendance at an elementary school, high school, university or similar educational institution for 15 hours a week or more sometime in the last six months. If the child is being paid to attend an educational institution, the child will not be considered a full-time student.

A child is considered incapacitated if the child is incapable of supporting himself or herself due to a physical or psychiatric disorder.

Insurable Spouse means the *Owner's* legal spouse or common-law spouse.

- A legal spouse means the person lawfully married to the *Owner* according to the applicable provincial legislation.
- A common-law spouse means the person who is living with the *Owner* in a conjugal relationship.

If the *Owner* has a change in spouse, the *Owner* must provide a statement of health for the new spouse satisfactory to Canada Life before coverage will be provided for the new spouse under this policy.

No coverage will be provided under this policy until the *Owner* has received written confirmation of the change in coverage from Canada Life. The change will take effect on the first day of the month following approval by Canada Life.

A change from a common-law spouse to a legal spouse is valid only when the legal spouse is living with the *Owner*.

Insured means the *Owner* or any person named on the *Policy Specifications* as an *Insured*.

Medical Emergency means:

- any sudden, unexpected Injury; or
- an acute episode of a Sickness that did not present signs or symptoms, or was not being treated prior to the Insured's Departure Date from Canada Life; or
- an unexpected and unforeseen acute episode of a Sickness that was a previously identified medical condition that was stable and controlled on the Insured's Departure Date, and which requires Emergency Medical Treatment.

A Medical Emergency ends on the earlier of the date when the Insured is no longer receiving Emergency Medical Treatment or the attending Physician has confirmed that the Insured's medical condition has improved or stabilized to the extent of allowing the Insured to travel.

Non-Emergency Treatment or Surgery *means:*

- any treatment or surgery not required for immediate relief of acute pain or suffering or which could reasonably be delayed until the Insured returns home, including periodic check-ups or examinations and regular care for chronic conditions;
- any treatment received by the Insured outside of Canada Life following Emergency Medical Treatment, including follow-up visits and rehabilitation, if the Insured's medical condition permits the Insured to return home;
- any treatment or surgery for a medical condition where the medical condition would not have prevented the Insured from returning home for treatment or surgery; and
- any medical or Hospital services which the Insured specifically travelled to obtain, whether or not on the advice of a Physician.

Other Health Insurance Plan means a plan that provides indemnity, insurance, reimbursement or service benefits for hospital, medical, dental or other types of expenses. Examples of Other Health Insurance Plans include group and individual health insurance coverage, including health benefits payable through an automobile policy, union welfare plan, self-insured group plan, mutual benefit association, prepayment plan or credit card plan. For greater certainty, the Group Policy is not included in this definition.

Physician means a person, other than an Insured or a member of the Insured's family, who is a licensed medical doctor in the area where the medical care is received and who gives medical care within the scope of that license.

Policy Effective Date means the *Coverage Start Date* shown on the *Policy Specifications* issued with this policy.

Professional Nurse means a graduate registered nurse, licensed practical nurse or registered nursing assistant, other than an Insured or a member of an Insured's family.

Reasonable Treatment means treatment that is either:

- accepted by the Canadian medical profession;
- proven to be effective; and
- of a form, intensity, frequency and duration essential to diagnosis or management of the Sickness or Injury; or
- recognized by the Canadian Dental Association;
- proven to be effective;
- performed by a Dentist or under a Dentist's supervision, performed by a dental hygienist entitled by law to practice independently, or performed by a denturist; and
- of a form, frequency, and duration essential to management of the person's dental health.

Sickness means disease or illness.

Sound Natural Tooth means any tooth that has not been artificially replaced and that did not require restorative treatment immediately before the Injury.

War means an act or state of war, declared or not, and includes any armed conflict by or against any country, political unit or any group formed to engage in war.

Written Request means a written request in a form satisfactory to Canada Life, together with such evidence satisfactory to Canada Life as it may require, if any

Section 2 – Insurance provision

This policy is issued in consideration of the Application and payment of the premium pursuant to Section 4 - Premium.

This policy covers the Insured, for trips made outside his province or territory of residence whose departure and return dates occur after the Policy Effective Date and before the *Annual Renewal Date*, provided each trip does not last for more than the *Number of Days* specified on the *Policy Specifications*, except as provided under the Extension of Coverage provision.

There is no limit to the number of Covered Trips any Insured may take while this policy is in force. Coverage is provided for a maximum of the *Number of Days* specified on the *Policy Specifications*.

Eligibility

To be eligible for coverage under this policy, at the time of Application the *Owner* must be:

- under 80 years of age; and
- covered under:
 - the Group Plan; and
 - a Government Plan or Government Replacement Plan in the Owner's his home province or territory.

An Insured must be covered by the Government Plan or a Government Replacement Plan that provides Medicare coverage in the Insured's province or territory of residence in order to be covered under this policy.

Section 3 – Effective date and renewability

This policy is for a term of one year:

- commencing on the Policy Effective Date; and
- ending on the day before the Annual Renewal Date.

The *Owner* may apply prior to the expiry date of the annual renewal plan for a new Annual Emergency Travel Medical Policy to be effective on the *Annual Renewal Date*.

Section 4 – Premium

Payment of premium

The *Owner* will pay, or cause to be paid, the premium on or before the Policy Effective Date.

All premiums must be paid to Canada Life or its authorized administrator. Payment must be made by way of a debit to a credit card account of the *Owner*, or an account of the premium payor if other than the *Owner*.

Additional fees

Canada Life may charge a fee for services requested by the *Owner* and for any payment transaction which is denied because of non-sufficient funds (NSF), in accordance with Canada Life's then-current fee schedule. Canada Life will notify the *Owner* of the fee and its due date.

Section 5 – Medical services and supplies

This section describes the Covered Medical Treatment and Emergency Medical Assistance Services covered by this policy when provided during a Covered Trip.

Payment of benefits

Upon receiving proof of claim satisfactory to Canada Life, Canada Life will pay the *Owner* pursuant to this policy for Covered Expenses that are incurred by an Insured while this policy is in force.

For Covered Expenses to be payable:

- the Insured must be covered by the Government Plan or Government Replacement Plan in their home province;
- Covered Medical Treatment must be incurred by an Insured as a result of a Medical Emergency occurring outside Canada Life;
- Emergency Medical Assistance Services must be incurred by an Insured as a result of a Medical Emergency occurring outside Canada Life or more than 500 kilometers from the Insured's home.

Payment of benefits is subject to Section 8 - limitations and exceptions set out in this policy.

Date of incurral

For the purpose of all calculations made under this policy, any expense for Covered Medical Treatment is considered to be incurred when the Insured receives them.

Medical treatment and services covered by this policy

The following services and supplies are Covered Medical Treatment when provided during a Covered Trip. The provision of these services and supplies must be related to a Medical Emergency.

Please Note: Important limitations and exceptions to the coverage provided under this policy are set out under Section 8 - Limitations and Exceptions.

Covered medical treatment

Ambulance Services

- Ambulance services, including air ambulance, to the nearest centre where essential treatment is available;

- where air ambulance service is required, coverage for a medical attendant is also included if required; and
- air ambulance services must be approved in advance by Canada Life and arranged by the Assistance Centre.

Hospital Services

- Hospital in-patient services and supplies, including room and board and general nursing care while confined to a Hospital semi-private room, ward, coronary care unit or intensive care unit for Acute Care;
- surgery; and
- Hospital outpatient services and supplies.

Physician Services

- The services of a licensed Physician.

Emergency Dental Treatment

- Emergency dental treatment provided for treatment to a Sound Natural Tooth.

Private Duty Nursing Services

- A Professional Nurse when provided during Hospital confinement for Emergency Medical Treatment that is ordered by a Physician.

Miscellaneous Services and Supplies

The following miscellaneous services and supplies are covered when provided on an in-patient or outpatient basis:

- anaesthesia and its administration;
- diagnostic X-ray and laboratory examination;
- whole blood, blood plasma and blood products;
- oxygen and its administration;
- casts, dressings, crutches, canes, slings and splints;
- prescription drugs requiring a prescription by law; and
- rental of medical appliances, a hospital-type bed, wheelchair, crutches, braces, etc. (not to exceed the cost of purchase).

Emergency medical assistance services

Where Canada Life has given its prior approval, Canada Life will pay for, or reimburse expenses for, Emergency Medical Assistance Services resulting from a Medical Emergency, when arranged by the Assistance Centre.

Medical Evacuation and Repatriation

- Transportation to the nearest Hospital where treatment is available or to a Hospital in Canada Life. Coverage for a medical attendant is also included, if required.

Canada Life reserves the right to transfer the Insured to another Hospital or return the Insured to his or her home province or territory. Canada Life will be absolved of any further liability for that Medical Emergency if the transfer request is refused.

Return home

- Return home by an Insured by economy seating (or by upgraded seating or air ambulance if medically necessary), as well as additional seats for a stretcher, if required.
- If an Insured is hospitalized during a Covered Trip and unable to accompany home any other Insured who is also on a Covered Trip with the Insured, a one-way economy flight for each such Insured to return home.

- Return or round trip transportation for an attendant for any Insured who is unable to travel alone may be covered when considered necessary by Canada Life.

Extended Stay

- If the Insured is unable to return to his or her home province or territory by the originally scheduled date of return because the Insured is hospitalized on that date, any unexpected additional hotel accommodations and meals incurred by the Insured, and by a person who accompanied the Insured on the Covered Trip and who wishes to stay with the Insured or at the bedside of the Insured. Coverage begins on the day after the originally scheduled date of return.

Identification of Deceased Insured

- In the event of death of an Insured during a Covered Trip, reasonable travel, hotel accommodation and meal expenses for one person to identify the remains.

Repatriation of Deceased Insured

- In the event of death of an Insured during a Covered Trip, the cost of services and supplies legally required for the preparation of the body, and the cost for its return transportation to Canada Life.

Burial or Cremation of Deceased Insured at the Place of Death

- In the event of death of an Insured during a Covered Trip, the cost of services and supplies legally required for the preparation of the Insured's body for burial or cremation at the place of death.
- The determination to have an Insured's body buried or cremated or returned to Canada Life will be made by the Insured's closest relative.

Transportation to Bedside

- If the Insured is on a Covered Trip alone, is hospitalized and expected to remain in hospital for more than seven consecutive days, the cost for reasonable travel, hotel accommodation and meal expenses for one person to visit the Insured.

Vehicle Return

- If, for medical reasons, an Insured or any accompanying person is unable to drive an automobile owned or leased by the Insured to his or her home or to the place to which the automobile must be returned, the cost of returning the automobile.

Courtesy assistance services

The Assistance Centre will provide the following courtesy assistance services to an Insured by toll-free telephone, 365 days a year, 24 hours a day:

- referrals to help locate appropriate medical care;
- assistance in contacting the family, employer, Physician or other medical professional;
- assistance in obtaining a second opinion if the Insured has doubts about his or her treatment or progress;
- assistance in arranging payments, transfers of funds and payment guarantees to medical facilities;
- confirmation to medical facilities of insurance coverage;
- assistance in locating legal assistance;
- telephone interpretation services;
- assistance in replacing lost or stolen travel documents and recovering misdirected luggage; and

- assistance with the transmission of urgent messages, emergency travel arrangements and other details.

Extension of coverage

Involuntary Extension

If an Insured's return is delayed beyond the scheduled date of return to his or her home province or territory, due to:

- a delay in transportation by the scheduled carrier; or
- inclement weather or vehicle mechanical problems, if the Insured is driving and had commenced his or her return trip before the delay,

Coverage is extended automatically for up to a maximum of 72 hours without additional premium, provided this policy is in force at the time of the delay.

Voluntary Extension

Coverage under this policy may be extended provided:

- the *Owner* applies for an Emergency Travel Medical Policy (Single Trip) prior to the end of a Covered Trip or the *Coverage End Date*, whichever is earlier;
- all additional premium required is paid prior to the *Coverage End Date*; and
- the *Owner* and *Insured's* remain eligible under this policy.

Extension of medical benefits

If an Insured is confined in a Hospital as a result of a Medical Emergency on the date coverage under a Covered Trip or this policy ends, Canada Life will continue to pay for expenses incurred in connection with the Medical Emergency for which the Insured was hospitalized, until the date the Medical Emergency ends.

If, as a result of Emergency Medical Treatment or Emergency Medical Assistance Services, an authorized evacuation or transportation service is delayed beyond the date coverage under this policy terminates, Canada Life will continue to pay expenses until the completion of the transportation or evacuation trip.

The extension of coverage provided under this section is subject to the limitations and exceptions set out in this policy.

Section 6 – Termination

This policy will terminate on the earliest of:

- the Annual Renewal Date;
- 31 days after Canada Life gives written notice of termination to the Owner;
- the date the Owner ceases to be covered under the Government Plan or Government Replacement Plan which provides coverage in the Owner's province or territory of residence;
- the date the Owner ceases to be a permanent resident of Canada Life;
- the later of the date of termination stated on a Written Request from the Owner to terminate this policy or the date Canada Life receives such Written Request;
- the date the Owner dies; or
- The last day of the month in which the Owner reaches age 80.

Coverage for an Insurable Spouse or an Insurable Child will terminate on the earliest of:

- the date this policy terminates;
- the date the Insurable Spouse or Insurable Child ceases to be covered by the Government Plan or Government Replacement Plan which provides coverage in their province or territory of residence;
- the date the Insurable Spouse or Insurable Child ceases to be a permanent resident of Canada Life;
- the date the Insured ceases to qualify as an Insurable Spouse or an Insurable Child;

- the date the Insurable Spouse or Insurable Child dies; or
- The last day of the month in which the Insured reaches age 80.

Section 7 – Surviving spouse and child conversion

Canada Life will automatically continue coverage where the coverage for an *Insured* would otherwise cease solely because of the death of the *Owner*, unless the *Insured* has advised Canada Life to terminate the policy.

Section 8 – Limitations and exceptions

Assistance centre

If in the event of a Medical Emergency, the Assistance Centre is **not** notified as required under Section 9 - Claim Provisions of this policy, benefits payable will be reduced by 20 per cent, up to a maximum of \$10,000. This reduction in benefits payable does not apply if the total expenses incurred for medical services and supplies do not exceed \$500.

If the Assistance Centre is not contacted as described in Section 9 - Claim Provisions, to make a claim for Covered Medical Treatment or Emergency Medical Assistance Services, the *Owner* or the *Owner's* agent shall submit satisfactory proof to Canada Life of any expenses incurred no later than 12 months after the expenses were incurred.

Benefit maximums

The maximum benefit amount payable for all Covered Medical Treatment and Emergency Medical Assistance Services is limited to \$2,000,000 per Covered Trip.

Benefits payable for Covered Medical Treatment and Emergency Medical Assistance Services, are limited to Customary Charges for the service or supply provided.

The maximum benefit amount payable for emergency dental treatment required:

- as a result of a blow from an external force, are limited to \$1,000 per Covered Trip; or
- for a reason other than a blow from an external force, are limited to \$200 per Covered Trip.

The maximum benefit amount payable for Emergency Medical Assistance Services:

- under the Return Home provision are limited to \$5,000 per Insured per Covered Trip;
- under the Extended Stay provision are limited to \$200 per day to a maximum of \$2,000 per Covered Trip;
- under the Identification of a Deceased Insured provision are limited to \$5,000 per Insured;
- under the Repatriation of a Deceased Insured provision are limited to \$5,000 per Insured;
- under the Burial or Cremation of a Deceased Insured at the Place of Death provision are limited to \$3,000 per Insured;
- under the Transportation to Bedside provision are limited to \$5,000 per Covered Trip; and
- under the Vehicle Return provision are limited to \$2,000 per Covered Trip.

Pre-existing conditions

No benefits will be payable for expenses incurred for Covered Medical Treatment or Emergency Medical Assistance Services arising from or related to any Injury or Sickness that was not stable and controlled in the pre-travel period on the Insured's Departure Date.

For a particular medical condition to be considered stable and controlled, in the pre-travel period prior to an Insured's Departure Date:

- the Insured's medical condition must not have worsened;

- the Insured must have consistently been taking medications, as prescribed by the Insured's Physician, if any;
- the Insured's Physician has not prescribed or recommended any medical, surgical or diagnostic procedures for the Insured; and
- the Insured must not have had any new treatments or medications, or changes in dosages. For this purpose, the following will not be considered to be new treatments or medications:
 - a change from a brand name medication to a generic brand medication or from a generic brand medication to another generic brand medication for the same medical condition;
 - a new medication prescribed because a drug manufacturer has discontinued the original medication or because the drug manufacturer cannot supply the original medication;
 - Aspirin or Acetylsalicylic acid taken for cardiovascular protection;
 - vitamins and minerals and non-prescription medications that are not required as treatment for a medical condition; or
 - creams or ointments prescribed for cutaneous irritations.

And the following will not be considered to be changes in dosage:

- the routine adjustment of insulin or Warfarin;
- a decrease of the dosage of cholesterol medication; or
- a dosage change of thyroid or hormone replacement therapy medication.

For the purposes of the above, "pre-travel period" means:

if the Insured is under age 60 on the Departure Date, the entire 6-month period immediately before the date the Insured left on a Covered Trip; or

if the Insured is age 60 or over on the Departure Date, the entire 365-day period immediately before the date the Insured left on a Covered Trip.

Other general limitations

No benefits will be paid for:

- expenses that private insurers are not permitted to cover by law;
- services and supplies the Insured is entitled to without charge by law or for which a charge is made only because the Insured has insurance coverage;
- any portion of services or supplies which the Insured is entitled to receive, or for which he is entitled to a benefit or reimbursement, by law, under a Government Plan or under a Government Replacement Plan;
- services and supplies that do not represent Reasonable Treatment;
- services and supplies associated with:
 - treatment performed for cosmetic purposes only;
 - the diagnosis or treatment of infertility; or
 - contraception, except oral contraceptives;
- services and supplies, associated with:
 - congenital defects, or developmental malformations in people 19 years of age or over;
 - temporomandibular joint disorders;
 - vertical dimension correction; or
 - myofascial pain;
- services or supplies associated with Covered Expenses, unless specifically listed as a covered expense or determined by Canada Life to be a covered Expense;
- Services or supplies received in Canada Life, unless specifically covered under this policy;
- extra medical supplies that function as spares or alternates;

- expenses arising from War, declared or undeclared, insurrection, acts of terrorism, voluntary participation in a riot or civil unrest;
- expenses arising from committing or attempting to commit an assault, battery or criminal offence, whether or not you were charged with a criminal offence;
- incurred for Non-Emergency Treatment or Surgery, including periodic check-ups or examinations, travel for the purposes of obtaining medical services and supplies, dental services (other than those covered in the Covered Medical Treatment provision), or elective or cosmetic surgery;
- incurred for experimental or investigative medical drugs or procedures;
- for medical services and supplies incurred before the Policy Effective Date, or after coverage terminates unless the Insured was hospitalized prior to that date, and except as provided in Section 5 - Extension of Coverage;
- covered by a provincial worker's compensation plan or similar plan;
- resulting from pregnancy, childbirth or miscarriage, or any complications incident to pregnancy occurring within eight weeks of the expected delivery date, or at any time if the pregnancy has been considered high risk;
- incurred for treatment of substance abuse, or any injury or death arising from substance abuse;
- incurred for the continued treatment or investigation, or resulting from recurrence or complication of a medical condition which gave rise to a Medical Emergency, or related condition following a Medical Emergency if Great-West determines that the Insured was medically able to return to his or her home province or territory and chose not to return;
- incurred for medical services or supplies or any Emergency Medical Assistance Services, if travel is undertaken against the advice of a Physician;
- caused by or related to:
 - participation in a hazardous activity, including but not limited to, scuba diving (unless the Insured holds a scuba diving designation from a certified school or other licensing body), parachute jumping, motor vehicle racing, mountain climbing, or bungee jumping;
 - flying other than a passenger on a commercial airline; or
 - participation as a professional in athletic competition or demonstration.

Canada Life can decline a claim for services or supplies purchased from a provider that is not approved by Canada Life.

Benefits payable for Covered Expenses eligible under any Government Plan or Government Replacement Plan are limited to any deductible and co-insurance amounts the Insured is required to pay under the Government Plan or Government Replacement Plan.

Based on the medical information made available, if Canada Life determines that the Insured's condition permits a return to Canada Life, benefits are limited to the lesser of:

- the amount payable under this policy for continued treatment outside Canada Life; and
- the amount payable under this policy for comparable treatment in Canada Life plus the cost of return transportation.

No benefits will be paid for:

- any further medical care related to a Medical Emergency after the initial acute phase of treatment. This includes non-emergency continued management of the condition originally treated as an emergency;
- any subsequent and related episodes during the same absence from Canada Life; or
- expenses related to pregnancy and delivery, including infant care:
 - after the 34th week of pregnancy; or
 - at any time during the pregnancy if the person's medical history indicates a higher than normal risk of an early delivery or complications.

Section 9 – Claim provisions

What to do in the even of an emergency

An Insured, or any other person acting on behalf of the Insured, should contact the Assistance Centre at one of the toll-free numbers shown on your Policy Specifications, issued with this policy, prior to admission to a Hospital or prior to the commencement of Covered Medical Treatment or Emergency Medical Assistance Services.

If, in case of a Medical Emergency, advance notice is not possible, contact the Assistance Centre within 24 hours following admission to a Hospital or to the commencement of Covered Medical Treatment or Emergency Medical Assistance Services.

If, due to the severity of a Medical Emergency, contact within 24 hours is not possible, notification must be made as soon as reasonably possible.

If the Assistance Centre is not notified as required above, benefits payable for medical services and supplies may be reduced as set out under Section 8 - Limitations and Exceptions.

Proof of claim

Benefits under this policy will only be paid for Covered Expenses for which Canada Life has received satisfactory proof that payment is due. Satisfactory proof may include, but is not limited to, original receipts issued by the provider, evidence of the Departure Date and date of return from a trip, and any information regarding the health, medical history, and treatment received by an Insured, as well as copies of Hospital and medical records.

Claim responsibility

The *Owner* must provide information required to prove entitlement to benefits and must also authorize Canada Life to obtain information from other sources for this purpose.

Time limit

Canada Life will not be liable for Covered Medical Treatment or Emergency Medical Assistance Services that are submitted more than 24 months after the services or supplies are provided.

Payment

Many providers of Emergency Medical Treatment will accept assignment of benefits payable to them in place of full payment. Unless advised to do otherwise, Canada Life will make benefit payments directly to these providers.

Payment to the *Owner* or to a provider will discharge Canada Life's obligation under this policy, whether the loss is sustained by the *Owner* or another *Insured*. Canada Life may also, at its discretion and to the extent the law permits, pay another person on behalf of the *Owner*. A direct payment to a provider does not affect the Insured's liability for any portion of an expense that is not covered by Canada Life's payment. In the event that Canada Life makes a payment directly to a provider for charges that are **not** for services and supplies covered under this policy, Canada Life has the right to recover the amount of that payment from the *Owner*.

Government plan

Where Canada Life has the agreement with the Government Plan to do so, Canada Life will pay the Government Plan's share of the Covered Expense on the Government Plan's behalf. The Government Plan requires the Insured or a person acting on behalf of the Insured sign a release permitting the Government Plan to reimburse Canada Life for the

Government Plan's portion of the claim.

Many Government Plans have time limitations on the submission of claims. If the applicable Government Plan refuses payment because the time limitations have expired for reasons other than those caused by Canada Life, the Owner must reimburse Canada Life for any amount Canada Life may already have paid on their behalf. Therefore, it is in the best interest of the Owner to submit claims within the time limitations set out in the applicable Government Plan, as failure to do so may result in the Owner having to reimburse Canada Life for expenses Canada Life paid on the Government Plan's behalf.

When reimbursement is available under a Government Plan, each Covered Expense is reduced by the amount payable under that plan. The reduced Covered Expense is then considered a Covered Expense under all other coordination provisions. It is subject to the maximum benefit amounts payable under this policy.

Other payments

If an Insured has paid a provider for services and supplies covered under this policy, the *Owner* must contact Canada Life immediately upon the Insured's return home. Canada Life will send the *Owner* the necessary forms and will assist in preparing and submitting a claim.

Please ensure that the Insured obtains an itemized account of the services and supplies provided by the Physician or Hospital. Note that it is much easier to obtain this while at the Hospital or with the Physician than it is when the Insured returns home.

Canada Life is entitled to recover from the *Owner* any credit or refund the *Owner* or an *Insured* may obtain on the unused portion of airline tickets.

Overpayment

If an Insured's benefits are overpaid, the *Owner* is responsible for repayment within six months of Canada Life sending a notice of overpayment, or within a longer period if agreed to by Canada Life. If the *Owner* fails to fulfill this responsibility, further benefits payable will be withheld until the overpayment is recovered. This does not limit Great-West's right to use other legal means to recover the overpayment.

Advance approval

As described in Section 5 - Medical Services and Supplies, certain expenses, including air ambulance, transportation to bedside and vehicle return, are subject to advance approval by Canada Life.

Coordination of benefits

Benefits under this policy are secondary when other similar coverage is available, except where coordinating with the Group Policy, in which case this policy will pay first.

Other health insurance plans

Benefits under this policy are reduced when other similar coverage is available under an Other Health Insurance Plan. When benefit payments are reduced, each benefit is reduced proportionately. Only the reduced benefit amount is applied to any maximum benefit amounts payable.

For example, when reimbursement is available under an Other Health insurance plan, such as a credit card plan, each Covered Expense is reduced by the amount payable under that plan, so that the total payment cannot exceed 100 per cent of Covered Expenses under this policy.

Where both Canada Life and an Other Health Insurance Plan have reimbursed the *Owner* for Covered Expenses, the *Owner* will repay Canada Life for its portion of the expense, so that the total payment does not exceed 100 per cent of Covered Expenses under this policy.

If the Insured is entitled to similar benefits under the Group Policy, claims will be charged against this policy first.

If an Other Health Insurance Plan does not provide for secondary payment, the benefits payable under that plan will be determined first.

If an Other Health Insurance Plan does provide for secondary payment, then benefits under this policy will be coordinated so that benefits from all sources shall not exceed the total loss incurred. Coordination of benefits will be in accordance with the Coordination of Benefits for Out-of-Country/Out-of-Province/Territory Medical Expenses Guideline issued by the Canadian Life and Health Insurance Association.

Right to release or receive information

Canada Life may release or receive information required for coordination of benefits without specific authorization.

Assignment of rights against third parties

If benefits are paid for expenses incurred as a result of the actions of a third party, for example, as a result of a car accident, the Insured agrees to transfer any rights of action to Canada Life. The Insured must reimburse Canada Life for any amounts recovered from the third party. The Insured must cooperate fully with Canada Life if Canada Life brings a legal action against the third party.

Right of subrogation

If Canada Life paid a benefit under this policy for a loss that a third party is or may be liable for, Canada Life will be subrogated to all the Insured's rights of recovery up to the amount Canada Life paid. The *Owner* may be required to sign an acknowledgement of this right and do whatever is necessary to assist in exercising this right.

Section 10 – General provisions

Currency

Claims under this policy are payable in Canadian currency. All references to dollar amounts in this policy are in Canadian dollars. Where currency conversion is necessary, the rate of exchange shall be based upon the rate in effect on the date that the last service is rendered. No sum payable under this policy shall bear interest.

Fraud

If an Insured attempts, through deceit, to obtain benefits that otherwise would not be provided or payable, coverage under this policy will terminate automatically, without notice.

Failure to obtain medical services

Neither the Assistance Centre providing Emergency Medical Assistance Services nor Canada Life is responsible for:

- the availability, quantity, quality, or results of any medical treatment a person receives; or
- any unsuccessful attempts by a person to obtain medical services.

Legal actions

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 or other applicable legislation (e.g. Limitations Act, 2002 in Ontario, Quebec Civil Code).

Beneficiary designations

An *Owner* may make, alter or revoke a designation of beneficiary as permitted by law.

Furnishing of information

Upon request, the Employer must forward to Canada Life:

- required information on the eligibility of the *Owner* and/or *Insured(s)*;
- details relating to changes in insurance; and
- information required for assessment of claims.

Medical and dental assessments

Canada Life has the right to conduct necessary investigations relating to applications or claims, and to obtain independent medical or dental assessments if required.

Canada Life must also be given the opportunity to examine the *Insured* for whom a claim is made as often as it may reasonably require during the course of an investigation or assessment.

Canada Life may assume the cost of assessments or investigations according to its administrative practices at the time of claim.

Canada Life has full responsibility for the assessment of a person's entitlement to benefits.

Misstatement of age

Canada Life may request proof of an *Insured's* age at any time. If the *Insured's* age has been misstated, entitlement to insurance and benefits will be determined according to the *Insured's* true age.

If premiums have been underpaid for an *Insured's* true age, a retroactive adjustment must be paid by the *Owner* before benefits will be paid or continued.

If premiums have been overpaid for an *Insured's* true age, Canada Life will pay or credit a retroactive adjustment to the *Owner*.

Payment of estate

Benefits will be paid to the *Owner*, if living, otherwise to the *Owner's* estate, except as provided below or elsewhere in this policy.

If benefits are payable to the *Owner's* estate or to an *Owner* who cannot execute a valid release, Canada Life may pay benefits up to \$2,000 or such other amount as may be permitted by law, to a person who is related to the *Owner* by blood or marriage, or to any person whom Canada Life considers to be equitably entitled to such benefits. Canada Life will be discharged to the extent of any such payments made in good faith.

Incontestability

Canada Life may void the contract if any statement or answer in the Application misrepresents or fails to disclose any fact material to the insurance.

This provision does not apply to a misstatement of age.

Disclosure provisions

If asked to do so within two years after notification of a decision concerning insurance, Canada Life will disclose to the *Owner* or *Insured* the name of each person or organization that provided information concerning the Insured's Application or claim.

If an *Owner* or *Insured* submits written authorization from a person or organization that provided medical information, Canada Life will disclose the information to the *Owner* or *Insured* or at Canada Life's discretion, to the *Owner* or *Insured's* doctor.

Canada Life may, without specific authorization, disclose information about an Insured's claim to another insurer or benefits administrator if:

- the information could be relevant to assessment of the claimant's entitlement to other benefits for the same period of time; and
- the information is given in confidence with the stipulation that it may not be released to another party.

Appeals

An *Owner* has the right to appeal a denial of all or part of the insurance or benefits described in this policy as long as the *Owner* does so within two years after the denial. An appeal must be in writing and must include the *Owner's* reasons for believing the denial to be incorrect.

Conformity to legislation

If this policy does not conform to legislation that governs it, it is considered automatically amended to comply with the minimum requirements of that legislation.

Certain conditions must be contained in this policy by law and are referred to as Statutory Conditions. These conditions are set out in this section and in Section 11 - Statutory Conditions.

Section 11 – Statutory conditions

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 or waive any of its provisions.

Material facts

No statement made by the *Owner* or the *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.

Notice and proof of claim

The *Owner*, the *Insured* or a beneficiary entitled to make a claim or the agent of any of them, must:

- give written notice of claim to Canada Life.
 - by delivery of the notice, or by sending it by registered mail to the Head Office or chief agency of Canada Life in the Province; or
 - by delivery of the notice to an authorized agent of Canada Life in the Province; not later than 90 days after the date a claim arises under the contract on account of an Injury or Sickness,
- within 90 days from the date a claim arises under the contract on account of an Injury or Sickness, or the commencement of the Sickness, if applicable, furnish to Canada Life such proof as is reasonably possible in the circumstances, of
 - the happening of the Injury or the start of the Sickness,
 - the loss caused by the Injury or Sickness,
 - the right of the claimant to receive payment,
 - the claimant's age, and
 - if relevant, the beneficiary's age; and
- if required by Canada Life, furnish a satisfactory certificate as to the cause or nature of the Injury or Sickness for which claim may be made under the contract and, in the case of Sickness its duration.

Company to furnish forms for proof of claim

Canada Life shall 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 proof of claim in the form of a written statement of the cause or nature of the Injury or Sickness giving rise to the claim and the extent of any loss.

Failure to give notice or proof

Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if

- the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 15 months from the date of the Injury or the date a claim arises under the contract on account of Sickness, if applicable, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed, or
- in the case of the death of the Insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 15 months after the date a court makes the declaration.

Rights of examination



As a condition precedent to recovery of insurance money under the contract,

- the claimant must give Canada Life an opportunity to examine the Insured when and as often as it reasonably requires while a claim is pending, and
- in the case of death of the Insured, Canada Life may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

When money payable other than for loss of time

All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

Signed for The Canada Life Assurance Company at Winnipeg, Manitoba as of the Policy Effective Date.

	
Fabrice Morin President and Chief Operating Officer, Canada	Paul A. Mahon President and Chief Executive Officer

This policy should be kept with your policy.



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