Southern Bound

Insured by LS insurance company Travel

# TRAVEL INSURANCE POLICY

## In case of Medical *Emergency*

Effective July, 2023

**IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL**

*You* have purchased a travel insurance policy – what's next? *We* want *You* to understand (and it is in *Your* best interests to know) what *Your* policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through *Your* policy before *You* travel. Italicized terms are defined in *Your* policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: *Accidents* and *Emergencies*) and typically not follow-up or recurrent care.

- To qualify for this insurance, *You* must meet all of the eligibility requirements.

- This insurance contains limitations and exclusions (e.g.: *Medical Conditions* that are not *Stable and Controlled*, *Treatment* that is not an *Emergency*, pregnancy, excessive use of alcohol, high risk activities).

- This insurance may not cover claims related to *Pre-Existing Medical Conditions*, whether disclosed or not at time of policy purchase.

- Contact Emergency Assistance at 1 844 820-6588 (or 1 888 820-6588 or collect at 819-377-2241) before seeking *Treatment* or *Your* benefits may be limited or denied.

- In the event of a claim, *Your* prior medical history may be reviewed.

- If *You* have been asked to complete a medical questionnaire and any of *Your* answers are not accurate or complete, *Your* policy will be voidable.

**IT IS *YOUR* RESPONSIBILITY TO UNDERSTAND *YOUR* COVERAGE.**
**IF *YOU* HAVE QUESTIONS, CALL 1 877 344-8398,**
**OR VISIT WWW.TOURMED.CA**

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**NOTICE OF RIGHT TO EXAMINE THE POLICY:**

*You* have ten (10) days, from the day *You* receive *Your* policy, to inspect it and verify the accuracy of *Your* declaration and *Travel Insurance Confirmation*. This policy contains some limitations and exclusions. Please read it carefully and contact *Your Representative* if needed before leaving. If *You* are not completely satisfied, return it by registered mail to the *Insurer* and any premium paid will be refunded, provided that *You* have not taken any *Trip* during the examination period. Failure to return the policy will be considered as an acceptance of all of its terms, conditions and limitations.

**NOTE: If *Your Medical Condition* changes prior to *Your Effective Date***, *You* must notify the *Insurer* and are not eligible for benefits under this policy if *You* submit a claim for that condition. The *Insurer* reserves the right to re-evaluate *Your* insurability before *Your Effective Date*.

**PLEASE NOTE:** The meaning of words printed in *italics* throughout this document are explained in the "Definitions" Section (III).

**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.**

**EMERGENCY MEDICAL ASSISTANCE:**

- Coordinates *Your* medical *Treatment* and keeps *Your* family informed;
- Helps *You* locate a *Physician*, clinic or *Hospital*;
- Confirms *Your* insurance coverage to the *Hospital* and/or *Physician*;
- Guarantees or arranges payment to the *Hospital* or *Physician*, whenever possible;
- Arranges transportation of a family member to *Your* bedside, when indicated by circumstances;
- Arranges for *Your* repatriation to *Your* province of residence;
- Assists *You* in contacting *Your* family, business partners or family *Physician*;
- Facilitates the delivery of urgent messages to family members;
- Helps *You* find legal counsel in the event of a serious *Accident*.

In all cases, *You* must call the Emergency Assistance at **1 844 820-6588** (USA & Canada), 1 888 820-6588 (elsewhere) or collect at 819 377-2241 prior to any *Treatment*. Failure to do so will result in *Your* benefits being denied or limited to 70% of eligible charges up to an overall maximum of CAN $25,000. Please refer to section General Provision for more details. Coordination of care with the Emergency Assistance must be from the onset and for the full duration of the *Treatment*.

*Conditions in *Your* host country (e.g., political unrest, technological capabilities, etc.) may limit accessibility to, or the quality of, the Assistance Services described herein. Therefore, neither the *Insurer* nor the Emergency Assistance nor any other insurer is responsible for the availability, scope, quality or outcome of any medical *Treatment*, for any transportation *You* received or for *Your* inability to obtain medical *Treatment*.

## I. INSURANCE AGREEMENT

After consideration and acceptance of the application for insurance *You* have completed, and after receipt of the required premium, subject to the eligibility and insurability terms and conditions of the policy, the *Insurer* will reimburse, up to a maximum of CAN $5,000,000 for the *Policy Period*, all eligible covered expenses that relate directly to an *Emergency* occurring during an insured *Trip* outside of *Your* province and that exceed the benefits available to *You* under *Your* provincial government health insurance plan, any other insurance plan in effect, and/or any other third party.

By completing the application and paying the required premium, *You* mandate and authorize the *Insurer* to submit to *Your* provincial government health insurance plan, claims for covered medical and *Hospital* services that *You* have received.



Marc Peliel
President and CEO
of LS-Travel Insurance Company



Nicolas Moskiou
Executive Vice President
of LS-Travel Insurance Company

## TOUR+MED PLANS

### SINGLE TRIP PLAN

The Single Trip Plan is offered for any *Trip* outside *Your* province of residence and is valid for the length of the single *Trip*.

### ANNUAL PLAN (Multi-trip plan)

The Annual Plan provides coverage for multiple *Trips* outside *Your* province of residence for a duration not exceeding the maximal duration option chosen on the *Travel Insurance Confirmation* during the *Policy Period*. Coverage under the Annual Plan begins on *Your Effective Date* and terminates on the *Expiry Date* as indicated on *Your Travel Insurance Confirmation*. Individual *Trips* must be separated by a return to *Your* province of residence or to Canada. *You* are not required to provide advance notice of the departure and return date of each *Trip*; however, *You* will be required to provide proof of *Your Departure Date* when filing a claim (e.g. Airline ticket or customs /immigration stamp). *You* must meet the policy eligibility requirements in *Your Travel Insurance Confirmation* on each *Departure Date.*

The Annual Plan also provides coverage during the *Policy Period* for unlimited travel within Canada but outside *Your* province of residence. (If *You* are traveling both in and out of Canada within the same *Trip*, this plan will provide coverage outside Canada only during the maximum duration option chosen, beginning on the day *You* leave *Your* province of residence. *You* may need to purchase a Single Trip Plan if *You* leave Canada after being outside of *Your* province of residence longer than the maximum duration chosen).

### FAMILY PLAN

The family protection also covers *Children* travelling with *You* and whose names appear on the *Travel Insurance Confirmation*.

## II. ELIGIBILITY

***You* are eligible for coverage if *You:***

- Maintain *Your* permanent residence in Canada; **and**
- Are eligible for benefits under *Your* Provincial Government Health Insurance Plan; **and**
- Understand and speak either one of Canada's official languages (English or French); **and**
- Meet all of the eligibility requirements outlined on *Your Travel Insurance Confirmation*; **and**
  - Are aged more than 3 months on the *Departure Date* for the Single Trip Plan; or
  - Are aged between 3 months and 85 years on the *Effective Date* for the Annual Plan (Multi-Trip).

## III. DEFINITIONS

***"Accident/Accidental"*** - Means unintentional and unexpected bodily harm occurring as a result of a sudden external action involving an impact.

***"Children"*** - Means *Your* sons and daughters aged between 3 months and 21 years on the *Departure Date*, who are unmarried and dependent on *You* for support.

***"Common Carrier"*** - Means an entity licensed to carry paying passengers by land, water or air.

***"Complementary Insurance"*** - Means the insurance subscribed with the *Insurer* before *Your Departure Date* to be in effect immediately after another insurance policy issued either from the *Insurer* or from another

company. *You* are responsible for verifying that *Complementary Insurance* is permitted by the underwriter of the other travel policy. If it is subsequently determined that extension was not permitted, the *Insurer* will decline any liability and the *Complementary Insurance* premium will be refunded. The *Insurer* must be advised of any change in health status as soon as there is a medical consultation while insured by the other travel insurance.

***"Departure Date"*** - For the Single Trip Plan, means the date indicated as such in *Your Travel Insurance Confirmation* (using the local time at *Your* Canadian address) and for the Annual Plan, means the *Departure Date* of each *Trip*.

***"Effective Date"*** - - Means the date indicated as the *Effective Date* on *Your Travel Insurance Confirmation*.

***"Emergency"*** - Means a sudden and unforeseen *Medical Condition* that requires immediate *Treatment*. An *Emergency* no longer exists when the evidence based on the opinion of the Emergency Assistance indicates that no further *Treatment* is required at destination or *You* are able to return to *Your* province of residence for further *Treatment*.

***"Event"*** - Means any *Medical Condition* or occurrence which, according to this insurance policy, would generate a claim

***"Expiration/Expiry Date"*** - Means the earliest between, either, 11:59 pm on the day indicated as *Expiration Date* on the *Travel Insurance Confirmation*, the date the *Insured Person* returns to his(her) province of residence (unless the Trip Break Option described in section XII applies).

***« Frequent Business Trips » -*** Means any type of trip that involves an *Insured Person* making frequent cross-border round-trips for work and whose cumulative stays outside Canada exceed 30 days per year (eg. a truck driver).

***"Hospital"*** - Means an institution that is licensed as an accredited hospital that is staffed and operated for the care and *Treatment* of in-patients and out-patients. *Treatment* must be supervised by *Physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *Hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

***"Hospitalization, Hospitalized"*** - Means *Your* admission in a *Hospital* for a period of at least 24 hours on recommendation of a *Physician*.

***"Immediate Family"*** - Means *Your* spouse, parents, parents-in-law, grandparents, *Children*, sons-in-law, daughers-in-law, grandchildren, brothers, sisters, brothers-in-law and sisters-in-law.

***"Injury"*** - A sudden bodily wound directly caused by an *Accident* during the *Policy Period*.

***"Insured Person"*** - Means each person mentioned on the *Travel Insurance Confirmation* and insured under this policy.

***"Insurer"*** - Means LS-Travel Insurance Company (A 100% owned Humania Assurance Inc. subsidiary).

***"Medical Condition"*** - Means any disease, sickness or *Injury* (including *Symptoms* of undiagnosed conditions).

***"Medication"*** - Means a curative or preventive chemical or biological substance that changes or corrects the organic functions or course of a *Medical Condition*. The *Medication* must be prescribed by a licensed *Physician* and listed in *Your* medical records.

***"Minor Ailment"*** - Means any *Medical Condition* which does not require:

1) the use of *Medication* for a period greater than 15 days, or
2) more than one follow-up visit to a *Physician*, or
3) *Hospitalization* or a visit to a *Hospital* emergency room, or
4) surgical intervention, or
5) referral to a specialist.

To be considered a *Minor Ailment*, the *Medical Condition* must end at least 30 consecutive days prior to the *Departure Date* of each *Trip*. However, a chronic condition, or a complication, *Recurrence*, or exacerbation

related to a chronic condition, is not considered a *Minor ailment*.

***"Organ or Body System"*** - Means a group of organs that work together to perform a certain task.

***"Physician"***- Means a person (who is not *You* or a member of *Your Immediate Family* or *Your* traveling companion), licensed to prescribe and administer medical *Treatment* in the jurisdiction where the services are provided. A *Physician* does not include a naturopath, homeopath or acupuncturist.

***"Policy Period"*** - Means the period between the *Effective Date* and the *Expiration Date* of the policy.

***"Pre-existing Medical Condition"*** - Means any *Medical Condition* that exists prior to *Departure Date*. This term also relates to a medically recognized complication or *Recurrence* of a *Medical Condition*.

***"Recurrence"*** - Means the reappearance of *Symptoms* caused by or related to a *Medical Condition* which was previously diagnosed by a *Physician* or for which *Treatment* was previously received.

***"Representative"*** - Means any legal entity or person authorized by the *Insurer* to sell this insurance and accept premium payments.

***"Reasonable and Customary"*** - Means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

***"Stable and Controlled"*** - Means any *Medical Condition* (other than a *Minor Ailment*) for which all the following statements are true:

1. There has not been a new diagnosis, any new *Treatment* prescribed or recommended, or change(s) to existing *Treatment* (including a stoppage in *Treatment*), and
2. There has not been any change to any existing prescribed *Medication* (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription *Medication* (Exceptions the routine adjustment of Coumadin, Warfarin or insulin and the change from a brand name *Medication* to a generic brand *Medication* of the same dosage); and
3. There has not been any new, more frequent or more severe *Symptoms*, and
4. There has not been any *Hospitalization* or referral to a specialist, and
5. There has not been any medical exam, investigative testing or test results showing deterioration; and
6. There has not been any *Treatment* recommended, planned or not yet completed, nor any outstanding test results.

All of the above conditions must be met for a *Medical Condition* to be considered *Stable and Controlled*.

***"Symptom"*** - Means pain, feeling, weakness, sensitivity felt by the *Insured Person*.

***"Terminal Illness"*** - Means a *Medical Condition* for which there is cause for a *Physician* to estimate a life expectancy of twelve (12) months or less.

***"Travel Insurance Confirmation"*** - Means all the documents the *Insurer* sends *You* confirming *Your* insurance policy details based on the information *You* have provided in *Your* policy application.

***"Treatment"*** - Means a procedure prescribed, performed or recommended by a *Physician* for a *Medical Condition*, including but not limited to prescribed *Medication* (including *Medication* prescribed "as needed"), investigative testing and surgery.

***"Trip"*** - Means a trip outside of *Your* province of residence taken by *You* during the *Policy Period*.

***"Vehicle"*** - Means an automobile, motorcycle, recreational vehicle (RV), van or trailer owned or leased by the *Insured Person*.

***"We"*** - Means LS-Travel Insurance Company (A 100% owned Humania Assurance Inc. subsidiary).

***"You" and "Your"*** - Means each person named on the *Travel Insurance Confirmation* and who is covered under the policy.

## IV. BENEFITS DESCRIPTION IN CASE OF MEDICAL *EMERGENCY*

This protection provides the following benefits in case of medical *Emergency* for each *Insured Person*, for *Reasonable and Customary* costs in excess of amounts covered under the provincial government health insurance plans and/or any other plan covering the *Insured Person*. The overall amount of benefits payable after any other in force insurance is subject to a maximum of CAN $5,000,000 per *Policy Period*.

For the following benefits, the *Insurer* will refund *Reasonable and Customary* expenses incurred during *Your Trip,* related to sudden and unexpected *Events* (i.e.: *Accidents* or *Emergencies*) that occurred during *Your Trip;* this insurance does not cover follow-up or recurrent care:

1. ***HOSPITAL* / MEDICAL EXPENSES**
   The costs of *Hospitalization* in a semi-private room, up to the limit deemed *Reasonable and Customary* for the area where *You* are hospitalized.

2. **INCIDENTAL *HOSPITAL* EXPENSES**
   Reimbursement of expenses associated with a covered *Hospitalization* (telephone, television, parking etc.), subject to presentation of original receipts, up to a maximum of CAN $100 per *Hospitalization*.

3. ***PHYSICIANS'* FEES**
   Fees charged by *Physicians*, up to the limit of deemed *Reasonable and Customary* for the area where the *Treatment* is provided.

4. **MEDICAL APPLIANCES**
   Costs for the purchase of splints, casts, crutches, canes, slings, trusses, orthopaedic corsets or for the rental of a walker or wheelchair, when prescribed by the attending *Physician*.

5. **PRIVATE DUTY NURSING CARE AND HOME HEALTH CARE**
   Fees for a registered nurse (other than a relative of the *Insured Person*) for private care or for an agency providing home health care while convalescing at *Your* destination, immediately following a covered *Emergency Hospitalization*, and when prescribed by the attending *Physician* and deemed medically necessary, up to a maximum of CAN $10,000 per *Insured Person*, subject to the Emergency Assistance's approval.

6. **DIAGNOSTIC SERVICES**
   Costs for laboratory tests and X-rays required for the *Treatment* of an *Emergency* and when prescribed by the attending *Physician*.

7. **PRESCRIBED *MEDICATION***
   Cost of *Medication(s)* prescribed by a *Physician* following a covered medical *Emergency*. All eligible prescriptions are subject to a non refundable US $5 co-payment. Payment of the prescription will only be valid for the initial 30 days after the onset of the *Emergency*. The cost of prescription beyond this period is not covered.

8. ***EMERGENCY* DENTAL CARE**
   Fees for the services of a dental surgeon for the *Treatment* of an *Injury* causing damage to a natural and healthy tooth (that still has its root) resulting from an *Accidental* blow to the mouth, a fracture or a dislocation of the jaw. *Treatment* must begin and end during the *Policy Period*. The maximum benefit payable is CAN $1,000 per *Accident*.

   However, the following are not covered: the loss of a filing, root canals, the fitting, repair or replacement of a tooth crown, dental bridge or artificial teeth (resulting from an *Accident* or not) as well as any dental care required as a result of a deliberate introduction of food or an object into the mouth.

9. **AMBULANCE SERVICES**
   The cost of local ambulance services to the nearest qualified medical facility in the case of an *Emergency* and for inter-*Hospital* transfers.

10. **PARAMEDICAL FEES**
    Fifty percent (50%) of the cost of the services provided by a chiropractor, podiatrist or physiotherapist (including X-rays prescribed by these professionals), up to CAN $300. Original invoices and proof of payment are required.

11. **TRANSPORTATION EXPENSES**
    **The following services must be pre-approved and pre-arranged by the Emergency Assistance:**

**A. EMERGENCY TRANSPORTATION TO THE *INSURED PERSON* BEDSIDE**

Round-trip economy airfare will be reimbursed for one (1) *Immediate Family* member via the most direct route from Canada to the *Hospital* where the *Insured Person* has been a patient for no less than seven (7) consecutive days, provided the attending *Physician* gives written confirmation that the *Insured Person* condition is sufficiently serious to warrant the visit or, when necessary in the event of death, to identify the deceased prior to the release of the body.

**B. EMERGENCY AIR TRANSPORTATION**

In consultation with the attending *Physician*, or following an *Emergency* that requires that the *Insured Person* be repatriated to his/her province of residence for immediate medical attention, the *Insurer* will reimburse the cost of transporting the *Insured Person* to his/her residence in Canada by means of air ambulance, stretcher, one-way economy airfare on a commercial airline, with or without the services of a medical attendant, as required under the circumstances.

If *Your* travel companion (also insured under a policy issued by the *Insurer*) was air repatriated to his/her province of residence, the *Insurer* will reimburse *You* the cost of a one-way economy airfare on a commercial airline to *Your* province of residence in Canada.

**C. RETURN OF DECEASED**

The *Insurer* will reimburse the *Reasonable and Customary Costs* incurred for the preparation and transportation of the remains of the deceased *Insured Person* to his/her residence in Canada or the *Reasonable and Customary Costs* of cremation or burial at the place of death. The cost of the coffin or urn and other funeral costs are not covered.

**D. RETURN OF *VEHICLE***

If the attending *Physician* determines and confirms in writing that as a result of an *Emergency*, *You* are incapable of driving *Your Vehicle* to *Your* residence in *Your* province of residence or to the nearest appropriate rental agency, the *Insurer* will reimburse the lesser of the following actual reasonable and necessary costs incurred to return *Your Vehicle*, up to a maximum of CAN $2,000.

1) The cost of a one-way economy class plane ticket, gasoline, meals (except alcohol) and overnight commercial accommodation incurred by one individual, or
2) The cost of the return performed by a professional agency.

These expenses will be refunded only if *Your Vehicle* is returned to *Your* residence in *Your* province of residence within 30 days following *Your* own return. Original detailed receipts will be requested. Car rental costs while awaiting the return of *Your Vehicle* are not covered.

**12. DELAYED RETURN EXPENSES**

When the return portion of an insured *Trip* is delayed as the result of a medical *Emergency*, or the death of the *Insured Person* or a member of his/her *Immediate Family* during the *Policy Period*, the *Insurer* will reimburse a maximum of CAN $150 per day, up to a maximum of CAN $1,000 per *Insured Person*, for costs deemed necessary and reasonable for meals and accommodations.

**13. EMERGENCY ROUND-TRIP**

**This benefit does not require pre-approval from the Emergency Assistance. If *You* meet the criteria described below, simply submit *Your* claim to the *Insurer*, at the latest, 90 days after *Your* return to *Your* province of residence.**

This benefit does not apply to a *Trip* under an Annual Plan or Single Trip Plan of less than 30 days. It does not cover anticipated returns to *Your* province of residence.

This benefit will reimburse the unexpected and eligible costs incurred for air transportation for the following emergencies:

- Death or *Hospitalization* for a minimum period of 7 consecutive days, of a member of *Your Immediate Family*;
- Damages that result in *Your* principal residence becoming uninhabitable or *Your* place of business unusable.

Upon receipt of a claim form and supporting documentation, the *Insurer* will reimburse *Reasonable and Customary* expenses for one economy class plane ticket to the *Insured Person's* province of residence, up to a maximum of CAN $1,500 per *Insured Person* during the *Policy Period*.

***You* <u>are not eligible</u> for this benefit if:**

- During the 6 months prior to *Your Departure Date*, the member of *Your Immediate Family* has been hospitalized or has been in a nursing home intended for patients with limitations requiring ongoing medical assistance (like a residential and long-term care centre (Assisted Living/ Long Term Care facility/CHSLD)) or has been diagnosed with a *Terminal illness*; or
- On the *Departure Date*, *You* were aware of circumstances which could force *Your* return at an earlier date than that anticipated at time of purchase.

**14. REDUCED STABILITY PERIOD (Optional coverage, if available)**

By paying an additional premium, *You* can choose to reduce the period of stability mentioned in Exclusion #1 from 3 or 6 months to a period of 30 days.

The reduction of the period of stability to 30 days will only be applicable to the specific *Pre-existing Medical Condition(s)* identified in Appendix – Reduced Stability Period Option in *Your Travel Insurance Confirmation*. Should one of the listed *Pre-existing Medical Condition(s)* give(s) rise to a claim, no benefits will be payable if it had not been *Stable and Controlled* for a period of at least thirty (30) days before the *Departure Date*.

Please refer to Y*our Travel Insurance Confirmation* to find out if *You* have chosen that option.

In all cases, the deductible remains applicable in the event of a claim, if applicable.

**15. OPTIONAL EXCLUSION OPTION (Optional Coverage, if available)**

In exchange for a lower premium, *You* can choose the Optional Exclusion Option for any of the *Medical Conditions* mentioned in *Your* Personalized Medical Declaration. Please refer to *Your Travel insurance Confirmation* to determine if *You* have chosen this option.

If *You* choose this option, an exclusion of the related *Organ or Body System* will be added to *Your* coverage. Please see Appendix - Optional Exclusion Option included in *Your Travel Insurance Confirmation* for the exact exclusion. Therefore no claim or medical expenses will be payable if these are directly or indirectly related to this exclusion.

## V. EXCLUSIONS AND LIMITATIONS

**Benefits are not payable under this policy if losses sustained or expenses incurred are the direct or indirect result of any of the following:**

1. Any *Medical Condition* (except *Minor Ailments*) that has not been *Stable and Controlled* for a period of three (3) months before the *Departure Date* for an *Insured Person* aged 3 months to 69 years and for a period of six (6) months before the *Departure Date* for an *Insured Person* aged 70 and over, unless specified otherwise in writing by the *Insurer*.
   Exception: High blood pressure, diabetes, or cholesterol requires only 2 months of stability before the *Departure Date*.
2. Any *Treatment* not authorized by the Emergency Assistance, or not considered to be an *Emergency* as defined in this policy. This includes but is not limited to:
   - Blood tests (i.e., Coumadin), observation, exploratory and/or investigative tests or exams (i.e. MRI), check-ups, preventive or experimental *Medications*, vaccines, elective *Treatments*, cosmetic surgeries, eye treatment, dermatologist care, cardiac catheterization, angioplasty, colonoscopy, endoscopy, biopsy, cystoscopy, surgery and insertion, removal or adjustment of implants or care or services provided for the sole convenience of the *Insured Person*.
   - Also, any *Treatment* that could reasonably be delayed until the *Insured Person* returns to his/her province of residence even if the perception is that the care may be of less accessibility and quality in the province of residence.

3. If the Medical Assistance decides that *You* should transfer to another facility or the Emergency Assistance Medical Director determines that *You* can return to *Your* province of residence for *Treatment* (by the most appropriate transport option), and *You* (or a member of *Your* family) choose not to, benefits will not be paid for this *Treatment* and any further medical *Treatment*. The contract will be terminated and the *Insurer* will be relieved of any further liability.
4. The continued *Treatment*, *Recurrence* or complication of a *Medical Condition* or any direct or indirect complication that may occur, if the Medical Assistance determine that your E*mergency* has ended.
5. The *Recurrence* of any *Medical Condition* that has received *Treatment* during the insured *Trip*. Furthermore the *Insurer* reserves the right to exclude the *Organ or Body System* involved.
6. Any *Recurrence* or direct or indirect complication of a *Medical Condition* for which *You* have chosen to be investigated or to receive a *Treatment*, a surgery, palliative care, or any other form of therapy during *Your Trip* and that was not related to an *Emergency*, no matter if the *Trip* was undertaken under the recommendation of a *Physician* or not.
7. Any *Medical Condition* or *Symptoms* for which it is reasonable to believe or expect that *Treatments* will be received during *Your Trip*.
8. Any *Medical Condition* related to *Symptoms* that *You* have ignored or that is the result of *You* not following *Treatment* as prescribed or recommended to *You*, including prescribed or over-the-counter *Medication*. This also includes directives issued by the Emergency Assistance or the *Insurer*.
9. A *Medical Condition* arising or occurring between *Your Departure Date* and the policy *Effective Date*.
10. The purchase or renewal of any *Medication* prescribed before the *Departure Date*, as well as any over-the-counter *Medication*.
11. Any mental, psychiatric, psychological, psychotic or nervous *Medical Condition*, including depression, anxiety and insomnia.
12. Any costs related to replacing, repairing or adjusting any prosthesis, other than a knee or hip prosthesis.
13. Any *Medical Condition*, including *Symptoms* of withdrawal, arising from *Your* chronic use of alcohol, drugs or other intoxicants. Any *Medical Condition* arising during *Your Trip* from the abuse of alcohol, drugs or other intoxicants. Alcohol abuse is defined as having a blood alcohol level in excess of eighty (80) milligrams per one hundred (100) millilitres of blood.
14. Any *Treatment* or *Medication* related directly or indirectly to sexually transmitted disease and/ or Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS).
15. Suicide, attempted suicide or self-inflicted *Injury*, whether the *Insured Person* is declared sane or insane.
16. Any costs related to:
    - Routine prenatal or postnatal care;
    - Fertility treatment;
    - Deliberate termination of *Your* pregnancy
    - *Your* pregnancy, *Your* childbirth, or complications resulting from either occurring within 9 weeks before or after the expected date of delivery;
    - An infant born during *Your Trip*.
17. Any *Accident* or *Medical Condition* sustained while participating in:
    - professional or competitive sports, any race or speed contest, gliding, hang-gliding, rock climbing, mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment including but not limited to crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment, mountaineering, spelunking, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities or underwater activities using a breathing apparatus (except snorkelling);
    - any activities requiring that the *Insured Person* signs an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.

18. Any loss resulting from an *Accident* or *Medical Condition* sustained while onboard a commercial vehicle, other than as a passenger, or sustained while onboard an aircraft other than as a fare paying passenger on a flight operated by a *Common Carrier*.
19. Any *Event* or claim pertaining to:
    a) Civil unrest;
    b) War or acts of war (declared or undeclared) or political instability;
    c) Intentional exposure to a peril;
    d) The participation in or intent to commit any criminal or illegal activity by *You* or *Your* beneficiary;
    e) A terrorism act;
    f) The reason for which the Government of Canada (www.travel.gc.ca) issues a travel advisory to avoid all travel or to avoid all non-essential travel to a country, region or city, if the advisory is in effect on *Your Departure Date.* If the advisory is issued after *Your Departure Date, We* will grant *You* a 10-day period following issuance of the advisory to come back to *Your* province of residence, before the present exclusion becomes effective. It is *Your* responsibility to verify the status of *Your* destinations.
20. Any *Medical Condition* occurring during *Frequent Business Trips* or during a trip for volunteer activity.
21. Any organ retrieval, donation and/or transplant and blood donation.
22. Any *Treatment* related to an *Event* that occurred in *Your* province of residence.
23. Losses recovered or which are recoverable from any other source, including but not limited to, any government compensation fund, any private insurance, or any insurance from any other third party, in which cases this insurance acts as second payer.
24. Consequential loss of any kind, including loss of enjoyment and financial loss not otherwise specifically covered under this policy.
25. Fraud or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim.

## VI. DEDUCTIBLES

*You* could have the option to reduce *Your* policy premium by choosing one of the following deductibles:

**1. Traditional Deductible:**

The full amount of the deductible applies on a per *Event* basis.

**2. Hospital Deductible:**

The full amount of the deductible applies as soon as an *Event* involves *Your Hospitalization*, visit to the emergency room of a *Hospital*, visit to internal or external *Hospital* clinic. The deductible also applies to land or air ambulance transportation.

At time of application, the *Insurer* reserves the right to impose either one of the deductibles without any reduction or savings in premium.

When a contract is issued with a deductible, the *Insured Person* agrees to either reimburse the *Insurer* or pay the portion of the eligible medical expenses equivalent to the deductible amount. In the event of a claim, the *Insured Person* pays the applicable deductible in Canadian currency to the *Insurer* which, in return, pays the provider for the amount due. If the deductible is not received in a timely manner, the *Insurer* will pay its contractual part and any excess will be owed to the provider by the *Insured Person*.

The *Insured Person* is eligible for a partial reimbursement of the paid deductible if the net amount of the claim related to the *Event* falls below the deductible value after coordination of benefits with the provincial government health plan and any other third party.

## VII. EXTENSION OF POLICY COVERAGE

### A. BY REQUEST

To extend the *Policy Period*, the *Insured Person* must contact his/her *Representative* or the *Insurer*

during normal business hours, prior to the *Expiration Date* and pay the additional premium applicable. The additional premium payable is based on the difference between the original premium and the total premium for the entire extended *Policy Period*. Coverage cannot be extended after the policy *Expiration Date*.

**Any *Medical Condition* for which the *Insured Person* was treated during the initial period of the policy will automatically be excluded from the first day of the extended coverage period.**

**NOTE:** The *Insurer* reserves the right to allow or deny extended coverage on a case-by-case basis.

**B. AUTOMATIC EXTENSION**

The *Policy Period* will automatically be extended for up to 72 hours at no extra charge for a delay considered to be beyond the *Insured Person's* control (e.g., *Accident*, *Vehicle* breakdown). Should medical care become necessary during the 72-hour period, *You* must provide the *Insurer* with supporting written evidence.

If *You* are hospitalized beyond the *Expiration Date* due to a medical *Emergency*, *Your* coverage will remain in force for as long as *You* are hospitalized, and the 72-hour extension will commence upon *Your* release.

## VIII. COORDINATION OF BENEFITS WITH OTHER INSURANCE PLANS

1. This policy is designed to reimburse *Emergency* medical expenses in excess of any and all other available sources of repayment, and will not substitute for any other sources of repayment or insurance that would have been in effect and would have reimbursed expenses incurred if this travel insurance was not in effect. Examples of such insurance plans are multi-risk insurance, general liability insurance, automobile insurance (including government automobile insurance plans), any employee or retiree group insurance plan, or protection from a credit card. The *Insurer* will not exercise its right to subrogate/coordinate with policies that have a maximum lifetime benefit in/out-of- country of CAN $100,000 or less.
2. In the event of payment of benefits under this policy, the *Insured Person* gives the *Insurer* the right to exercise, by subrogation, all of his/her rights of recovery against any third party. The *Insurer* will be entitled to a full recovery for all payments made in respect of the insured *Event*. In accepting this policy, the *Insured Person* agrees to produce all documents required and to do what is necessary within his/her power to secure such rights to the *Insurer*. Lack of compliance and cooperation from the *Insured Person* may result in denial of claim.
3. There will be no benefit or payment under this policy if the *Insured Person* receives compensation from a third party for claims made under this policy. The *Insured Person* may not claim or receive, from all the parties involved, more than 100% of the loss arising from an insured *Event*.

## IX. GENERAL PROVISIONS

1. This policy is issued on the basis of the information provided in *Your Travel Insurance Confirmation* (and any Rider if applicable), including *Your* destination. When completing the application and answering the medical questions, *Your* answers must be complete and accurate. In the event of a claim, the *Insurer* will review *Your* medical history. If any of *Your* answers are found to be incomplete or inaccurate, *Your* coverage will be void which means *Your* claim will not be paid.
2. The *Insurer* must be notified of any change in the *Insured Person's* health before the *Effective Date* of the insurance policy. The *Insurer* reserves the right to re-evaluate *Your* insurability before *Your Effective Date*.
3. The policy must be purchased and paid in full before *Your Departure Date* from *Your* province of residence. Premiums are subject to change without notice.
4. The *Insured Person* authorizes the *Insurer* to obtain his/her medical records and any other information the *Insurer* may deem necessary from any entity including *Physicians*, dentists and health organizations, and commits to signing an authorization allowing the *Insurer* to obtain those information in the event of a claim. Without this authorization, the *Insurer* reserves the right to deny a claim.

5. ***YOU*** **MUST CALL THE EMERGENCY ASSISTANCE BEFORE OBTAINING ANY *TREATMENT.* Call toll free 1 844 820-6588 (USA & Canada), 1 888 820-6588 (elsewhere) or call collect 1 819 377-2241.**

   If *You* do not call the Emergency Assistance before receiving any *Treatment, Your* claim could be denied. If exceptional circumstances prevent *You* from calling the Emergency Assistance before obtaining any *Treatment, You* or the person accompanying *You* must call as soon as possible and provide proof of those exceptional circumstances.

   *You* must accept the referral provided by the Emergency Assistance. If *You* refuse the medical provider or *Hospital* referral, *Your* claim could be denied.

   If *You* do not call Emergency Assistance before receiving any *Treatment* or if *You* refuse the medical provider or *Hospital* referral, the *Insurer* reserves the right to limit the reimbursement of eligible medical expenses to the lesser of:

   - Charges that would have been incurred within its network of medical providers; and
   - 70% of the eligible expenses incurred by the *Insured Person,* with an overall limit of CAN $25 000 (this means that *Your* original coverage amount of CAN $5 000 000 is reduced to CAN $25 000).

   The above limitations will also apply unless care is coordinated from the onset and involves the patient and/or family, the treating *Physician* and the Emergency Assistance for the full duration of the *Treatment.*

   *You* may be required to pay providers directly. Coordination of care through the Emergency Assistance will expedite reimbursement.

   If necessary to manage a claim or recover costs, the Emergency Assistance and the *Insurer* reserve the right to disclose medical information to a third party.

6. Should it be determined that the *Insured Person* was not eligible for coverage, the *Insurer* retains the right of recovery for all and any amount paid for in good faith to the benefit of the *Insured Person*. Administrative expenses incurred by the *Insurer* to recover such sums are also payable by the *Insured Person*.
7. All benefits are payable in Canadian currency to the *Insured Person* or estate, if the insured is deceased. The *Insurer* may elect to pay benefits in the currency of the country where the charges were incurred. In all cases, the exchange rate used for conversion is the exchange rate in effect at the date the expenses were incurred.
8. Unpaid benefits under this policy shall not bear interest.
9. Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident insurance.
10. 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. All legal actions must take place in the *Insured Person's* province of residence.
11. All policy provisions stated herein are per individual for the *Policy Period*.
12. The benefits of this policy cannot be assigned to a third party without the *Insurer's* written authorization.
13. In the event of a dispute over the reimbursement of a claim, the *Insured Person* must request in writing that the revision committee reassess the claim before taking any legal action. The request must be sent in writing 30 days of the receipt of the written position from the *Insurer*. The committee will take into consideration all pertinent information provided by the *Insured Person* and a decision, based on the insurance policy provisions and conditions, will be rendered in writing within thirty (30) days of the receipt of the revision request.

Send requests for claim revision to: **CLAIMS REVIEW COMMITTEE**
**LS-Travel, Insurance Company**
247, Thibeau Blvd, Trois-Rivières, Quebec G8T 6X9

## X. HOW TO FILE A CLAIM

Required documentation must be received no later than 90 days after *You* return to *Your* province of residence from *Your Trip*.

a) All original itemized bills.

b) A duly completed and signed reimbursement claim form (under *Your* Provincial Government Health Insurance Plan).

c) A properly completed and signed claim form provided by the *Insurer*.

**Cash register coupons (stubs) will not be accepted for reimbursement.**

**Any fees for the completion of medical certificates or claims forms are not covered by the *Insurer*.**

**Failure to complete the required claim & authorization form in full might invalide *Your* claim.**

All claim forms are available online at www.tourmed.ca or by calling 1-877-344-8398.

## XI. PREMIUM REFUNDS

Requests for premium refunds will only be considered in the case of non-departure or early return, subject to the following conditions:

**Non-departure:**

a) On a Single Trip Plan, the request must be received prior to the policy *Departure Date*, otherwise it will be considered and administered as an early return request.

b) On an Annual Plan, the request must be received before the *Effective Date*. No refund is available if the request is received after that date.

**Early return:**

a) No claim is either paid or pending.

b) No expense has been incurred by the *Insurer* for an *Emergency* return of the *Insured Person* and/or his/her travel companion to their province of residence.

c) The *Insurer* must receive the request for refund and supporting documentation (exhibiting the *Insured Person's* name, the date and the location of the transaction*) within 30 days of returning to his/her province of residence.

*ex.: credit card statement, credit card receipt, written confirmation obtained at the border, plane ticket or boarding pass.

The premium refund will be calculated beginning on the day following *Your* return in *Your* province of residence (subject to the presentation of supporting documentation showing *Your* date of return). There will be no administrative charges; however no refund will be made on amounts due of less than CAN $20.

**ANNUAL PLAN**

Premium paid can only be refunded prior to the *Effective Date* of the policy.

## XII. RETURN TO *YOUR* PROVINCE OF RESIDENCE

Unless the Trip Break option below applies, if *You* are covered by a Single Trip Plan and return to *Your* province of residence, **the policy is automatically terminated**.

**TRIP BREAK OPTION**

*You* may return to *Your* province of residence once during *Your Trip* without seeing *Your* coverage terminated upon arrival in *Your* province of residence. All the following conditions must be met for the Trip Break Option to apply:

- No claim was incurred during *Your Trip*;
- No medical *Treatment* was received during *Your* temporary return to *Your* province of residence (except for a *Minor Ailment*);

Coverage does not apply while in *Your* province of residence and no refund of premium will apply for the days spent in *Your* province of residence.

## XIII. NOTICE - PERSONAL INFORMATION

To ensure the confidentiality of *Your* personal information, LS-Travel, Insurance Company, will establish a file with the information related to *Your Travel Insurance Confirmation* and any insurance claim.

Access to this file will be restricted to LS-Travel employees, reinsurers or mandatories who will be responsible for underwriting, administrating, investigating, and processing *Your* application or claim, or any other person designated or authorized by *You*. Your file will be kept at the Insurer's head office.

*You* are entitled to examine the personal information contained in this file and, if required, to have the information corrected by submitting a written request to: Information Access Officer, LS-Travel, 247 Thibeau, Trois-Rivieres (Quebec) G8T 6X9. *You* have the right to withdraw, at all times, the authorization to share and use *Your* personal information.

Please be informed that in the regular process of examining *Your* claim, LS-Travel may, as any other insurance company, request a copy of *Your* medical history in order to determine *Your* eligibility to benefits.

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Southern Bound

In order to obtain medical services, *You* must call
**EMERGENCY ASSISTANCE** for authorization :

Toll free: **1 844 820-6588**
(or 1 888 820-6588)
From anywhere in the world / Collect: 1 819 377-2241

Insured by

LS insurance company Travel

247 Thibeau Blvd, Trois-Rivières (Quebec) G8T 6X9
**Phone: 1 819 377-1777 / 1 800 268-9633**
**Fax : 1 819 377-6069**

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