MANITOBA BLUE CROSS®

THECOLOUROFCARING®

Annual and Deluxe

Travel Health Plans

CORONAVIRUS PANDEMIC

TERMS AND PROVISIONS

AGREEMENT

It is important and your responsibility to understand your coverage.

If you have any questions, call 1-800-USE-BLUE (1-800-873-2583)

January 1, 2021

Important Notice Please read carefully

- Always read the travel insurance ***agreement*** before making a purchase decision to ensure that ***you*** understand the coverage being offered and what may not be covered as listed in the exclusions and limitations.
- Travel insurance is designed to cover losses arising from sudden, unexpected and unforeseen circumstances.
- ***Your agreement*** may be subject to certain exclusions or limitations. Examples may include ***medical conditions*** that are not ***stable***, ***pre-existing conditions***, pregnancy, excessive use of alcohol and high risk activities.
- ***Your agreement*** contains a ***pre-existing condition*** clause and pre-existing stability period. Check to see how this applies in ***your agreement*** and how it relates to ***your departure date***, date of purchase or ***effective date***.
- ***You*** are required to notify the travel assistance service provider prior to ***treatment*** if hospitalized. Failure to do so may invalidate ***your*** claim.
- In the event of a claim, ***your*** prior medical history will be reviewed.
- If ***you*** have been asked to complete a medical questionnaire and any of the answers are not accurate or complete, this ***agreement*** will be voidable.
- To be eligible to apply for coverage under a Manitoba Blue Cross Travel Plan the applicant, ***spouse*** and ***dependents*** must be covered by Manitoba Health, Seniors and Active Living for the entire duration of the period of coverage.
- A ***participant*** will not be eligible for coverage under a Manitoba Blue Cross travel plan if they:
    1. are travelling outside Manitoba with the intent to seek medical advice, surgery, ***treatment*** or a second opinion, even if the ***trip*** is on the recommendation of a ***physician*** or other medical professional.
    2. have been advised by their ***physician*** or other medical professional not to travel.
    3. have had two or more major strokes. (Strokes that have resulted in symptoms that lasted for more than 24 hours.)
    4. require home oxygen.
    5. are receiving kidney dialysis.
    6. have received a ***terminal prognosis***.

7. have been diagnosed with Acquired Immune Deficiency Syndrome (AIDS).

- *You* cannot extend or top up *your* Manitoba Blue Cross coverage with another ***carrier***. Any extension or top up with another carrier will invalidate all coverage for that ***trip***.
- *You* must purchase coverage prior to departure and for the entire duration of the ***trip***.

Italicized words have a specific meaning with a corresponding definition. Please refer to Section VI – "Definitions" of this ***agreement*** to find the meaning of each italicized word.

Introduction

AGREEMENT

This is *your* insurance ***agreement***, a contract detailing the terms and conditions of the insurance coverage(s) available. Refer to the Policy Receipt to view the coverages purchased.

POLICY RECEIPT

Your Policy Receipt is part of *your* contract and indicates the coverages and insurance amounts including any subsequent modifications (known as endorsements) to the contract. *You* have the coverage(s) only if it was purchased.

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In witness whereof,
Manitoba Blue Cross has caused this
agreement to be signed by:



Benjamin Graham
President & Chief Executive Officer
Manitoba Blue Cross

Coverage Provisions

SECTION I – THE AGREEMENT

The validated ***agreement*** issued by Manitoba Blue Cross or a Manitoba Blue Cross agent shall constitute the entire ***agreement*** between the parties and no representative or Blue Cross agent is authorized to vary or alter this ***agreement***.

The acceptance of the application by a Blue Cross agent shall not be binding upon Manitoba Blue Cross in the event the terms and conditions as set out by Manitoba Blue Cross have not been satisfied.

Manitoba Blue Cross reserves the right to reject any application in the event the terms and conditions have not been met.

SECTION II – BENEFITS

Travel Health benefits cover the ***usual***, ***customary***, and ***reasonable hospital***, medical and related expenses incurred following an unexpected, sudden or unforeseen ***emergency illness*** or ***accident*** outside of Manitoba in excess of the scheduled amount payable by Manitoba Health, Seniors and Active Living to a maximum of $5,000,000 per claim, per ***participant*** to a lifetime maximum of $5,000,000 per ***participant***.

A. Travel Health Benefits

1. Hospital / Medical Services

Child Care During Hospitalization

- Coverage for the services of a ***caregiver*** (other than an ***immediate family*** member) for covered ***dependent(s)*** under the age of 18 in the event a parent or legal guardian on the ***trip*** must be repatriated or hospitalized. The age limit is waived for ***dependents*** who are mentally or physically incapacitated.

Drugs or Medicines

- Coverage for drugs or medicines that are prescribed by a ***physician*** or ***health care practitioner*** and dispensed by a licensed pharmacist, excluding vitamins and vitamin preparations, over the counter drugs, or patent and proprietary medicines available without a written prescription from a ***physician*** or ***health care practitioner***.

Hospital In-patient Allowance

- Coverage for spending allowance of $40 per day for each day *you* are hospitalized as an *in-patient*. Maximum coverage $1,000.

Hospital Services

- Coverage for *hospital in-patient* and out-patient services and supplies provided by a licensed *hospital* excluding any charges not paid by or on behalf of *you* or that *you* are otherwise entitled to be reimbursed for.
- Coverage for medical and surgical services by a *physician*.

Medical Appliances

- Coverage for medically necessary minor medical appliances such as casts, canes, crutches, splints, slings etc. and/or temporary rental of a wheelchair when prescribed by the attending *physician* or nurse practitioner.

Paramedical

- Coverage for physiotherapy when provided in a *hospital*.
- Coverage for the services of a chiropractor and/or a podiatrist lawfully entitled to practice in the jurisdiction where the service was performed. A letter from the attending *physician* must be presented indicating *treatment* was for acute rather than chronic care.

Private Duty Nursing

- Coverage for private duty nursing care during or immediately following hospitalization as an *in-patient*. The services must be provided by a graduate professional nurse registered in the place where the service was provided and have been recommended by the attending *physician*.

Replacement of Eyeglasses or Contact Lenses

- Coverage for the repair or replacement of prescription eyeglasses or contact lens or lenses up to a maximum of $100 in the event of accidental injury resulting in the loss or breakage of eyeglasses or loss or breakage of a contact lens or lenses. The injury must be treated by a *physician* or dentist for the charges to be eligible.

2. Board and Lodging

Hospitalization as an In-Patient

- Coverage for additional expenses incurred for board and lodging by an ***immediate family member*** or friend remaining with ***you*** (patient) during ***your*** hospitalization as an ***in-patient***. To be eligible for coverage, the ***immediate family member*** or friend must be travelling with ***you*** and also be covered by a Manitoba Blue Cross Travel Health Plan. ***Your*** return must be unavoidably delayed beyond the termination date of ***your trip***. Only expenses incurred after the termination date of ***your*** scheduled ***trip*** will be considered eligible.

Coronavirus Pandemic Quarantine

- Coverage for meals and accommodation during ***your coronavirus pandemic*** quarantine when directed by a medical professional to quarantine or self-isolate due to a positive coronavirus test result or ***you*** have been notified by a public health official that there are reasonable grounds to believe that ***you*** have been exposed to coronavirus through a close contact. This benefit is $150 per day for 14 days. Maximum coverage $2100.

3. Transportation Benefits

Ambulance Services

- Coverage for ***ambulance*** service from the place of ***illness*** or ***accident*** to the nearest ***hospital*** capable of providing appropriate ***treatment***.

Coronavirus Pandemic Testing

- Coverage for a taxi to and from a coronavirus testing centre up to a maximum benefit payment of $100.

Coronavirus Pandemic Trip Interruption

- Coverage for one-way economy airfare, meals and accommodation up to an overall maximum of $500 if ***you*** choose to interrupt ***your*** trip to return to Manitoba when a published formal travel warning by the Canadian Government to “Avoid all travel” to the country, region or city of ***your*** trip is issued after departure for your trip.

Dependent Escort

- Coverage for the additional cost of return economy airfare for an escort to accompany the covered

dependents (up to 18 years of age) to Manitoba in the event *you* have been evacuated by *air ambulance* to Canada for medical reasons. The age limit is waived for *dependents* who are mentally or physically incapacitated.

Emergency Remote Evacuation

- Coverage for emergency evacuation when a regular ambulance service cannot be used, from a mountain, body of water or other remote location by a commercial operator licensed to convey passengers to the nearest qualified medical facility capable of providing appropriate *treatment* to a maximum benefit payment of $5,000 per *participant*.

Medical Evacuation / Air Ambulance Service

- Coverage for medical evacuation by *air ambulance* to a *hospital* in Canada if the evacuation is not harmful to the patient's health. Prior approval must be obtained and is subject to the discretion of Manitoba Blue Cross.
- Coverage for the additional cost, if any, of the most direct return (economy) air travel from the place where *you* were hospitalized as an *in-patient* if *you* must return to Manitoba to receive further medical *treatment*. This would include the cost of return economy air travel for a graduate professional nurse where nursing care is required during the flight home. This benefit must be supported by a letter from the attending *physician* as medically necessary. This coverage also applies to the family (applicant, *spouse*, and *dependents*) or one *travel companion* who is covered by a Manitoba Blue Cross Travel Health Plan and is travelling with the patient at the time of *illness* or *accident*.
- Coverage for economy air transportation by stretcher to Manitoba if deemed medically necessary and the patient has received *treatment* at a *hospital* as an *in-patient*.

Repatriation of the Deceased Person

- Coverage for up to $7,500 in the event of loss of life towards the cost of transporting the deceased person to Manitoba (including costs of preparation and standard transportation container), or up to $5,000 for cremation or burial at place of death.

Return of Personal Items

- Coverage for up to $500 for the cost of returning *your* luggage or personal items if *you* are returned to Manitoba by *air ambulance* as a result of a medical

emergency. This benefit also applies to the cost of returning a deceased *participant's* personal items to Manitoba.

Return of Pet / Vet Charges

Coverage up to a combined maximum of up to $500 per pet for:

- Commercial kennel or cost of returning an accompanying pet to *your* home city in Manitoba in the event *you* are hospitalized for a minimum of 3 days as an *in-patient*.
- *Emergency* veterinary care due to an unexpected injury of accompanying pet.

Return of Vehicle

- Coverage up to $4,000 towards the cost of the return of a private or rental *vehicle* used for the *trip*, to *your* place of residence, or nearest rental agency, in the event *you* become totally disabled and are unable to drive the *vehicle*.

Transportation to Bedside / Identify Deceased

- Coverage for transportation to *your* bedside incurred by *your spouse* or any one member of *your immediate family* to be with *you* while confined in *hospital*, when *you* will be an *in-patient* for at least three days outside of Manitoba (If patient is a minor, the 3-day requirement is waived.) This benefit must be supported by the written verification of the attending *physician* that *your medical condition* was serious enough to require the visit. Transportation will also be allowed for an *immediate family* member travelling to identify a deceased *participant* prior to release of the body, if required by law. Coverage includes round-*trip* economy airfare on a commercial flight via the most direct cost-effective route from Canada to the place where the *illness* or *accident* occurred.
- Coverage for commercial accommodations and meals for a person travelling to the bedside or travelling to identify a deceased *immediate family* member to a combined maximum of $200 per day to a maximum benefit payment of $2,500.

4. Emergency Dental Care

Accidental Dental Care

- Coverage for dental care service to natural teeth when necessitated by a direct accidental blow to the mouth only, and not by an object wittingly or

unwittingly placed in the mouth. ***Treatment*** must be rendered within 180 days following the date of the ***accident*** in order to be considered an eligible expense. The maximum amount payable is $3,000 per ***accident***.

Relief of Dental Pain

- Coverage for ***treatment*** for the ***emergency*** relief of dental pain to a maximum of $300. Services must be rendered outside of Manitoba. A letter from the attending dentist must be presented indicating ***treatment*** was necessary to relieve acute dental pain not present before ***departure date***.

5. Automatic Extension

At no extra cost, the coverage for Travel Health benefits will be extended in the following circumstances:

- If due to a medical ***emergency*** ***you*** are hospitalized as an ***in-patient*** on ***your*** last day of coverage, (as determined by the dates indicated on ***your*** Travel Plans application) ***your*** benefits will remain in force throughout the period of hospitalization and up to 72 hours following ***your*** discharge from ***hospital***.
- If ***you*** have been advised by a medical professional to quarantine/self-isolate beyond ***your*** return date as a result of coronavirus pandemic, Manitoba Blue Cross will extend ***your*** coverage for the duration of ***your*** coronavirus quarantine and up to 72 hours after ***your*** quarantine/self-isolation period.
- If ***your*** return is delayed due to the fault of the ***carrier*** in which ***you*** are a fare-paying passenger, ***your*** benefits will remain in force for up to 72 hours after the scheduled return date.

  Note: A claim under this benefit must be supported by a letter from the transportation authority confirming the period of delay.

6. International Travel Assistance

- The provision of 24-hour worldwide assistance for medical situations arising out of ***emergency illness*** or ***accident*** requiring hospitalization or medical ***treatment***. Neither Manitoba Blue Cross nor the international travel assistance service provider shall be responsible for the availability, quality or results of any medical ***treatment*** or ***your*** failure to obtain medical ***treatment***.

SECTION III – EXCLUSIONS AND LIMITATIONS

Manitoba Blue Cross is not liable to pay benefits or accept any liability for claims relating to:

1. Abuse of Alcohol, Drugs or Intoxicants

a) Any ***medical condition***, including symptoms of withdrawal arising from, or in any way related to, ***your*** chronic use of alcohol, drugs or other intoxicants whether prior to or during ***your trip***.

b) Any ***medical condition*** arising during ***your trip*** from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.

c) Use of non-prescribed drugs.

2. Charges for Travelling Time

Services in the nature of mileage or travelling time or detention time of any provider of services.

3. Continuing Care

A medical investigation, obtaining ***treatment*** or surgery that is not preapproved after the initial consultation for ***your*** medical ***emergency***. The travel assistance provider must assess and approve any additional medical ***treatment***. This includes invasive testing or surgery (e.g. cardiac catheterization, other cardiac procedures, transplant and MRI).

4. Coronavirus Pandemic

a) If within the last thirty (30) days before ***your departure date***:

- ***you*** have undergone a coronavirus test, and ***you*** have received a positive coronavirus test result; or
- ***you*** have been diagnosed with coronavirus by a medical professional; or
- ***you*** have been notified by a public health official that there are reasonable grounds to believe that ***you*** have been exposed to coronavirus through a close contact and have been required to quarantine or self-isolate.

b) If in the last 7 days before your ***departure date***:

- ***you*** experience any coronavirus symptoms, and those symptoms lead to a positive coronavirus test result during ***your*** trip.

Symptoms may include but are not limited to: new or worsening cough, shortness of breath or difficulty breathing, having a fever, chills, fatigue or weakness, muscle or body aches, new loss of smell or taste, headache, gastrointestinal symptoms (abdominal pain, diarrhea, vomiting) or feeling very unwell; or

- *you* have been exposed to anyone with coronavirus.

  This exclusion does not apply if, in the last 7 days before *your departure date*, you were tested for any coronavirus symptoms and received a negative coronavirus test result following the appearance of these symptoms.

5. Driving While Impaired

Any loss, fatal or nonfatal, which occurs while operating a motorized *vehicle* with a blood alcohol level in excess of the legal limit in the jurisdiction where the *accident* occurred.

6. Elective Services

Services provided on an *elective* basis, whether or not on the recommendation of a *physician*.

7. Emergency Medical Treatment Once Fit to Transfer

Any costs of further services if we determine *you* should transfer to another facility or return to Manitoba and *you* choose not to. In the event of *your* refusal, further expenses will not be paid.

8. Expected Medical Treatment

a) Services with respect to non-emergency *treatment*.

b) Services related to experimental, elective *treatment* or cosmetic surgery.

c) Services, including any expenses for directly or indirectly related complications, for general examinations, check-ups, chronic care, ongoing care or rehabilitation.

d) Any *medical condition* where, prior to travel, there was a recommended or scheduled medical investigation, testing or surgery, whether services or *treatment* had occurred or not.

e) Medical or *hospital* services any *participant* is aware of requiring prior to the *trip*.

9. Failure to Contact Travel Assistance Provider

Hospitalization, if, in a medical ***emergency,*** the travel assistance provider was not contacted.

You must notify the travel assistance provider before obtaining ***emergency*** medical ***treatment***.

If it is medically impossible for *you* to call prior to obtaining medical attention, we ask *you* to call as soon as possible thereafter or have someone call on *your* behalf.

10. Flight Accident

A flight accident unless *you* are riding as a fare-paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.

11. High Risk and Sports Activities

An accident that occurs while *you* are participating in:

- Any ***extreme sport***.
- Any activity involving a high level of risk, such as those indicated below, but not limited to hang-gliding and paragliding; parachuting and sky diving; bungee jumping; ***mountain climbing*** or mountaineering; spelunking or caving; kite surfing; amateur scuba diving, unless *you* hold at least a basic scuba diving license from a certified school; any combat sport; any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities whether on approved tracks or elsewhere; any activity other than participation in a team sport requiring *you* to sign a waiver.

12. Illegal Act

Any injury incurred by *your* committing or attempting to commit a criminal offence or illegal act.

13. Non-compliance of Prescribed Treatment

Any ***medical condition*** that is the result of *you* not following medical ***treatment*** as prescribed to *you*, including prescription medication.

14. Non-emergency Treatment

Services that are not required for the immediate relief of acute pain and suffering, or that *you* elect to have provided outside Manitoba when medical evidence indicates that *you* could return to Manitoba to receive such medical ***treatment***.

(The wait time to receive medical *treatment* has no bearing on the application of this exclusion.)

15. Pre-existing Stability Period

Services or charges resulting directly or indirectly from a *pre-existing condition* that was not *stable:*

- for the **Deluxe Blue Plan (under age 55)** and **Annual Plan (under age 55)** during the 7-day period prior to the departure date of coverage for the *trip* in question.
- for the **Deluxe Gold Plan (ages 55 to 74)** during the 90-day period prior to the departure date of coverage for the *trip* in question.
- for the **Annual Plans (ages 55 to 74)** during the 365-day period prior to the departure date of coverage for the *trip* in question.

You must be *stable* based on the definition of *stable* in this *agreement*, regardless of the opinion (written or verbal) of *your physician* or any other person who may provide an opinion on *your medical condition*.

16. Pregnancy and Complications

a) Charges associated with the confinement of the mother and newborn infant due to childbirth and delivery arising after the 31st week of gestation has ended.

b) An unexpected, premature delivery arising up to and including the 31st week of gestation, the *agreement* will extend medical, *hospital* and necessary transportation costs to include the premature infant.

c) Routine pre-natal and post-natal care.

d) Voluntary termination of pregnancy or resulting complications.

e) Any *treatment* due to a pregnancy, if at any time, their medical history indicated that the pregnancy is at high risk for medical complications or there is a risk of premature birth.

17. Professional Sport

Participation in a sport or activity as a *professional*.

18. Services by Immediate Family / Family Member

Expenses for services and/or supplies rendered or prescribed by a person who is *immediate family* of the patient.

19. Space Travel or Tourism

Any expenses resulting from any type of space travel or space tourism for recreational or business purposes.

20. Suicide / Self-Inflicted Injury

Suicide, attempted suicide or self-inflicted injury.

21. Travel Advisories

Any medical ***treatment***, surgery, medication or services associated in any way with a published formal travel warning issued by the Canadian Government to:

- "Avoid all non-essential travel" prior to ***your effective date***. Claims for an emergency or medical condition unrelated to the travel warning will be eligible. This exclusion DOES NOT apply to travel warnings specifically related to a *coronavirus pandemic*.
- "Avoid all travel" prior to ***your effective date***. Claims for an emergency or medical condition unrelated to the travel warning will be eligible. This exclusion DOES apply to travel warnings specifically related to a *coronavirus pandemic*.

22. Travel Against Medical Advice

Any claim incurred if *your physician* advised *you* not to travel.

23. Travelling to Seek Medical Advice / Medical Tourism

Any *medical condition* if the purpose of *your trip* is to obtain or receive a diagnosis, medical ***treatment***, surgery, ***investigation***, palliative care, alternative therapy, as well as any directly or indirectly-related complication. This includes medical tourism.

24. War, Civil Unrest, Kidnapping, Biological or Nuclear Contamination, Terrorism

An act of war, whether declared or undeclared; willing participation in a riot or civil disorder; willing participation in terrorism; rebellion\revolution; hijacking; kidnapping; nuclear reaction or radiation; radioactive, biological or chemical contamination; or any service in the armed forces.

SECTION IV – TERMS AND CONDITIONS

1. Change Of Status

(Applicable to the Annual Travel Plan Only)

The ***applicant*** must notify Manitoba Blue Cross within 30 days of change in their own or their ***dependent's*** status under this ***agreement***, resulting from marriage, divorce, separation, termination of a conjugal relationship, change of residence, birth, death, legal adoption or attainment of the age of 21 years by children, or the attainment of age 24 if a full-time student.

2. Claims

a) *You* or *your* agent, or a beneficiary entitled to make a claim, shall provide proof of claim to Manitoba Blue Cross within 90 days from the date of the service for which the claim is made.

b) Manitoba Blue Cross shall provide forms for proof of claim within 15 days after receiving notice of claim. Where the claimant has not received the forms within that time, proof of claim may be submitted in the form of a written statement of the details of the ***accident*** or sickness and of the extent of loss. A claim form and other claim requirements must still be submitted.

c) Failure to give notice of claim or provide proof of claim within the time prescribed will not invalidate the claim if the notice or proof of claim is provided as soon as reasonably possible and in no event later than one year from the date of the ***accident*** or ***illness*** and if it is shown that it was not reasonably possible to give notice or provide proof within the time so prescribed.

d) All monies payable under this ***agreement*** shall be paid by Manitoba Blue Cross within 60 days after it has been determined the claim is payable.

e) Eligible claims shall be payable in Canadian currency and where applicable at the conversion rates in force when the claim was incurred.

f) No sum payable under this ***agreement*** shall carry interest.

g) If benefits have been paid under this ***agreement*** and it is established that the benefit expenses or part of the expenses were not

paid by, or on behalf of, ***you*** or that ***you*** were otherwise reimbursed, ***you*** must reimburse Manitoba Blue Cross for the amount of benefits paid by Manitoba Blue Cross on demand.

h) An action or proceeding against Manitoba Blue Cross for the recovery of a claim under this ***agreement*** shall not be commenced after one year from the date on which the cause of action arose.

i) Manitoba Blue Cross has the right and the claimant shall allow Manitoba Blue Cross the opportunity to have ***you*** submit to a medical examination so often as may be reasonably required when a claim under this ***agreement*** is pending.

j) If necessary, contact Manitoba Blue Cross to initiate an appeal.

3. Coordination of Benefits

a) After the benefits payable by government plans have been determined, the excess benefits of this plan will be coordinated with those of other contracts or plans if ***you*** are covered for similar benefits simultaneously under any other non-government plan. Manitoba Blue Cross follows the Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines for travel plans coordination of benefits.

   i) If any other plan does not contain a provision for coordination with or reduction of benefits payable under this ***agreement***, the benefits payable under such other plan will be determined first.

   ii) If any other plan does contain a provision for coordination with or reduction of benefits payable under this ***agreement***, the benefits of such plan shall be coordinated with the benefits in accordance with the Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines for Out-of-Country/Out-of Province/Territory Medical Expenses.

4. Eligibility

To be eligible for travel health coverage ***you*** must be covered by Manitoba Health, Seniors and Active Living for the entire duration of the ***period of coverage***.

Deluxe Coverage must be purchased prior to departure from Manitoba and/or Canada and for

the entire duration of the ***trip***, which originates and terminates in Manitoba and/or Canada,

Annual Coverage must be purchased prior to departure from Manitoba and the ***trip*** must originate and terminate in Manitoba.

A ***participant*** will not be eligible for coverage under a Manitoba Blue Cross policy if they:

1. are travelling outside Manitoba with the intent to seek medical advice, surgery, ***treatment*** or a second opinion, even if the ***trip*** is on the recommendation of a ***physician*** or other medical professional.
2. have been advised by their ***physician*** or other medical professional not to travel.
3. have had two or more major strokes. (Strokes that have resulted in symptoms that lasted for more than 24 hours).
4. require home oxygen.
5. are receiving kidney dialysis.
6. have received a ***terminal prognosis***.
7. have been diagnosed with Acquired Immune Deficiency Syndrome (AIDS).

5. Excess Coverage

a) The coverage outlined in this ***agreement*** is last payer only. If, at the time of loss, ***you*** have insurance from another source, or if any other party is also responsible to pay for benefits also provided under this ***agreement***, Manitoba Blue Cross will only pay eligible expenses in excess of those covered by that other insurance company or insurance companies or other responsible party or parties. This includes insurance plans provided through credit cards, third party liability, group or individual basic or extended health insurance plans or contracts including any private or provincial or territorial auto insurance plan, providing ***hospital***, medical or therapeutic coverage or any third party liability insurance in force concurrently with this ***agreement***.

b) All coordination with employee-related plans follows Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines. In no case will the insurer seek to recover against employment-related plans if the maximum for all in-country and out-of-country benefits is $50,000 or less.

6. Extensions

a) Extensions or top ups will not be permitted on any travel plan other than a Manitoba Blue Cross plan. Any extension or top up coverage purchased from another ***carrier*** will invalidate all coverage for that ***trip***.

b) The extension of the ***term*** of the initial Manitoba Blue Cross ***agreement*** will be allowed providing:

   i) the application for such extension is received and approved by Manitoba Blue Cross prior to the ***expiry date*** of the original coverage ***term*** and any previous extensions.

   ii) medical attention was not received during the initial ***term***.

c) Providing the above conditions have been met:

   Participants under age 55 on ***effective date*** of ***term*** of coverage may extend the Annual Travel Plan with a Manitoba Blue Cross travel plan only on a per ***trip***-basis beyond the 32-day limitation. The total ***period of coverage***, per ***trip***, may not exceed 62 days.

   The Deluxe Travel Health Plans may only be extended by a Manitoba Blue Cross travel plan as follows: The original ***agreement*** plus extension cannot exceed –

   Blue Plan (Under Age 55) – 183 days.

   Gold Plan (Age 55 to 74) – 183 days.

d) For those ***participants*** under age 55 (on ***effective date*** of ***term*** of coverage), an Annual Travel ***agreement*** cannot be extended beyond 62 days. Any extension purchased to extend coverage beyond the 62-day limitation will invalidate all coverage for that ***trip*** under the Annual Travel Plan.

e) For those ***participants*** age 55 to 74, all ***trips*** under the Annual Travel Plan must be 32 days or less and cannot be extended. Any extension purchased to extend coverage beyond the 32-day limitation will invalidate all coverage for that ***trip*** under the Annual Travel Plan.

7. General

a) The ***agreement*** will not be valid unless the application is accepted by Manitoba Blue Cross or postmarked on or prior to the ***departure date***.

b) Coverage must be purchased:

- prior to departure from Manitoba for the Annual Travel Plan
- prior to departure from Manitoba and/or Canada for the Deluxe Travel Health Plans

c) Coverage must be for the entire duration of the *trip*

- which originates and terminates in Manitoba for the Annual Plan
- which originates and terminates in Manitoba and/or Canada for the Deluxe Travel Health Plans

d) To be eligible *you* must be registered with and entitled to benefits from Manitoba Health, Seniors and Active LIving for the entire duration of the *term* of the *agreement*.

e) Only charges for services incurred during the *term* of the *agreement* shall be considered eligible expenses under the *agreement*.

f) Only charges for services incurred while *you* are outside the boundaries of Manitoba are eligible expenses.

g) Manitoba Blue Cross will not pay for any charges which, in the absence of this or similar coverage, would not be charged.

h) Medical or hospital benefits that have not been provided at the nearest facility capable of providing adequate service at the time of the illness or injury will not be eligible.

i) Services available under the terms of any government or legislative hospital, medical or health plan, or services that may be obtained without charge by law, or for which there is no actual cost will not be eligible.

j) Services that are compensable under any Workers' Compensation law, Manitoba Public Insurance or any legislative plan will not be eligible.

k) Manitoba Blue Cross will not pay for the continued treatment, recurrence, or complication of a *medical condition* or related condition, following *emergency* medical *treatment* during *your trip*, if we determine that *your* medical *emergency* has ended. This also applies to the continued *treatment*, recurrence or complication of a *medical condition* or related condition where *emergency* medical

treatment was received without notification to our travel assistance provider and ***your*** medical ***emergency*** has ended.

l) For the Annual Travel Plan, the coverage, once in effect, expires at 12:01 a.m. on the 366th day. In the event ***you*** cease to meet the eligibility requirements, coverage will be terminated on that date. Coverage purchased prior to ***your*** 75th birthday will be effective for the entire duration of the coverage ***term*** (365 days).

m) The Annual Travel Plan provides coverage for all ***trips*** of 32 days or less taken during the ***term*** of the Policy. For the Annual Travel Plan all ***trips*** must originate and terminate in Manitoba.

n) Students attending school, college or university outside of Manitoba are not eligible for coverage under the Annual Travel Plan.

o) Family coverage means the applicant, ***spouse*** and any eligible ***dependents*** travelling with the applicant. (For the Annual Travel Plan ***spouse*** and eligible ***dependents*** do not have to be travelling with the applicant to be covered.)

p) ***You*** must report to Manitoba Blue Cross any change in a ***medical condition*** that would alter the answers to their medical questions prior to ***departure date***.

8. Headings

The headings in no way shall be considered to be a part of this ***agreement***, but are inserted only for purposes of convenience.

9. Insufficient Subscription

Coverage will be deemed invalid due to non-payment (NSF cheque or invalid credit card) or if ***subscription*** remitted is insufficient.

10. Medical Evacuation

a) Manitoba Blue Cross reserves the right to return the patient to Manitoba in an appropriate mode of transportation subject to agreement by the International Travel Assistance Service Provider and the attending ***physician*** that such transportation would not be harmful to the patient's health. The refusal by the patient or patient's family to be returned will absolve Manitoba Blue Cross of any claim liability.

b) Manitoba Blue Cross will not pay for any charges for any ***medical condition*** or ***emergency*** that occurs or recurs after Manitoba Blue Cross or the International Travel Assistance Provider recommend that ***you*** return home following ***your emergency treatment***, and ***you*** choose not to.

11. Misrepresentation

a) *You* must be accurate and complete in *your* dealings with Manitoba Blue Cross at all times.

b) This ***agreement*** is issued on the basis of information in *your* application (including answers to the medical questionnaire, if required). When completing the application and answering the medical questions, *your* answers must be complete and accurate. In the event of a claim, we will review *your* medical history. If any of *your* answers are found to be incomplete or inaccurate:

- *Your* coverage will be null and void
- *Your* claim will not be paid
- Manitoba Blue Cross will refund *your* premium

c) Manitoba Blue Cross will not pay a claim if *you*, any person insured under this ***agreement*** or anyone acting on *your* behalf attempt to deceive us or makes a fraudulent, false or exaggerated claim.

12. Premium Calculation

The premium is dependant on the plan purchase, age, number of days and answers to medical questions (if applicable).

13. Privacy

Manitoba Blue Cross has always been, and will continue to be, committed to protecting *your* privacy and ensuring *your* personal information remains confidential. We are compliant with the **Personal Information Protection and Electronic Documents Act (PIPEDA)**.

Applying for coverage, enrolling in a plan or claiming benefits indicates *your* consent with our privacy policies.

For detailed information regarding the practices of Manitoba Blue Cross regarding the collection, use, retention and disclosure of *your* personal information and *your* right to access information,

please contact our office at 204.775.0151 or visit our website at **mb.bluecross.ca**

14. Refunds

a) No refund of any ***subscription*** for the Deluxe Travel Plan or the Annual Travel Plan will be made following the effective date except in the event of duplicate applications being received by Manitoba Blue Cross.

b) No refund is available if a claim was incurred during the term of the coverage.

c) Refunds are based on categories of time as per rate chart.

d) No refund is available on an agreement that has been extended.

e) A complete refund is available only if the entire ***trip*** is cancelled and Manitoba Blue Cross or an authorized agent receives notification prior to date of departure.

f) A partial refund will be calculated from the date notification is received by Manitoba Blue Cross or an authorized agent for the deluxe travel plan.

15. Third Party Liability

a) Manitoba Blue Cross may, at its option, defer the payment of benefits under this ***agreement*** for a maximum period of 12 months when ***you*** receive services as a result of injuries suffered in whole or in part due to the fault or neglect of another party.

b) ***You*** must take all reasonable measures of recovery against any third party who may be liable or against any fund or agency from which recovery may be made. The cost of care and services provided under this ***agreement*** is an eligible expense to the extent that is not recovered.

c) When Manitoba Blue Cross pays for any of the benefits referred to in SECTION II, it has the right to recover these payments should the liability be attributed to a third party.

d) ***You*** or ***your*** legal representative is responsible for signing any papers necessary for Manitoba Blue Cross to secure its right to recovery.

e) ***You*** will do nothing that might jeopardize right of recovery by Manitoba Blue Cross.

f) ***You*** or ***your legal*** representative shall not make any settlement of any such claim referred to in

SECTION II without the consent of Manitoba Blue Cross unless such settlement includes payment by, or on behalf of, the other party to Manitoba Blue Cross for the cost of the claims.

g) *You* shall be obliged to cooperate with Manitoba Blue Cross in providing such information of the accidental injury as may be necessary to establish third party liability.

h) Any act or action by *you* or *your* legal representative to prevent, or any act or action not taken pursuant to the provisions of this section, to enable Manitoba Blue Cross making a claim and sustaining the same against a third party, will result in forfeiture of the benefits to which *you* would otherwise be entitled under this *agreement*.

i) In connection with the right of recovery vested in Manitoba Blue Cross to the extent of benefits paid or payable to *you*, Manitoba Blue Cross may require that *you* execute a Reimbursement Agreement. If *you* do not execute a Reimbursement Agreement within 30 days after a request that *you* do so, the benefits which *you* would otherwise be entitled to receive under the *agreement* will not be paid until *you* do so.

SECTION V – HOW TO CLAIM

In the event of ***illness*** or ***accident*** incurring loss or extra expenditure, please follow these procedures:

In Canada

- Contact International Travel Assistance prior to commencement of ***treatment***. Failure to do so may invalidate the claim.
- Request a Travel Health Claim Form from Manitoba Blue Cross.
- Present original receipts or statements to Manitoba Health, Seniors and Active Living. This must be done first, as Manitoba Blue Cross cannot process claims for these services until Manitoba Health, Seniors and Active Living has paid their portion.
- Submit a copy of receipts and Manitoba Health statements to Manitoba Blue Cross with the completed Travel Health Claim Form upon receipt of payment from Manitoba Health, Seniors and Active Living.
- Present original receipts for other related expenses directly to Manitoba Blue Cross with a completed Travel Health Claim Form to:

  Manitoba Blue Cross
  Attention: Travel Claims
  PO Box 1046 Stn Main,
  Winnipeg, MB R3C 2X7
- Proof of travel dates will be required. Airline tickets, passport stamps, boarding passes, travel itineraries and dated receipts are examples of acceptable proof.

Outside Canada

- Contact International Travel Assistance prior to commencement of ***treatment***. Failure to do so may invalidate the claim.
- Request a Travel Health Claim Form from Manitoba Blue Cross.
- Complete and sign the Travel Health Claim Form, including the Out-of-Country Medical and Hospital Services portion.
- Return the claim form and all original itemized bills/ receipts to:

  Manitoba Blue Cross
  Attention: Travel Claims
  PO Box 1046 Stn Main,
  Winnipeg, MB R3C 2X7
- Proof of travel dates will be required. Airline tickets, passport stamps, boarding passes, travel itineraries and dated receipts are examples of acceptable proof.

International Travel Assistance

International Travel Assistance is available 24 hours a day should an unexpected medical ***emergency*** arise while travelling.

When calling for assistance, ***you*** should be prepared to provide the name of the insured person, the policy number and a description of the situation.

- In Canada and United States call toll-free at 1.866.601.2583.
- In all other countries, or in case of difficulty with the toll-free number, call collect 204.775.2583 (country code may be required).
- If ***you*** are unable to call collect, ***you*** can place the call and submit the receipt for the long distance charges with the claim. Roaming charges are not eligible for reimbursement.

Neither Manitoba Blue Cross nor International Travel Assistance are responsible for the availability, quality or result of any medical ***treatment*** or the failure to obtain medical ***treatment***.

SECTION VI – DEFINITIONS

It is important to understand these definitions as they relate to the ***agreement***. Italicized words have a specific meaning with a corresponding definition.

Accident: means a happening due to external, violent, sudden and fortuitous causes being beyond the ***participant's*** control.

Agreement: means this document, the validated application and any subsequent extensions or amendments issued.

Ambulance: means a ground vehicle equipped with first aid equipment, oxygen and resuscitators, regularly used for transporting sick or injured persons.

Caregiver: means the permanent, full-time person entrusted with the well being of ***your dependent*** and whose absence cannot reasonably be replaced.

Carrier: means an air, land or sea conveyance operated under a license for the transportation of passengers for hire.

Change in Prescribed Medication: means any increase or decrease in dose, strength or frequency of a prescribed medication, as well as the addition or discontinuation of any medication. The following is not considered a ***change in prescribed medication***:

i) The daily sliding scale or glucometer adjustments for insulin injections.

ii) A change from a brand name medication to the generic form of the same medication, provided the dosage is the same.

iii) The routine adjustment of Coumadin, Warfarin, or other anticoagulant medication except where newly prescribed or stopped.

Coronavirus Pandemic: means the worldwide spread of a new coronavirus or a coronavirus which is declared as a pandemic by WHO (World Health Organization).

Departure Date: means (1.) for the Deluxe Travel Plan means the date the ***participant*** leaves Manitoba and/or Canada. (2.) for the Annual Travel Plan means the date the ***participant*** leaves Manitoba.

Dependent: means an unmarried child of a ***participant***, under 21 years of age and dependent for support on the ***participant***, and an unmarried child under the age of 24 who is a full-time student at a specialized school, college or university.

The following will be considered children of the *participant*:

i) natural children

ii) legally adopted children

iii) stepchildren

iv) the children of the person with whom the ***participant*** is living in a conjugal relationship provided such children are living with the ***participant***.

The age restriction does not apply to unmarried, unemployed children over the age of 21 (24 for a full-time student) if they are dependent upon the covered ***participant*** by reason of a mental or physical disability and have been continuously so disabled prior to the attainment of age 21 (24 for a full-time student). In the event of a claim, proof of disability prior to age 21 (24 for a full-time student) will be required.

Effective Date: means the date the ***participant*** is entitled to coverage under the annual travel plan ***agreement***; is established by the ***participant***; is within 30 days of the date of purchase; is not earlier than the date of purchase.

Elective: means any ***treatment*** or surgery that is not required for the immediate relief of acute pain or suffering or which reasonably could be delayed (on medical evidence) until the patient returned to Manitoba.

Emergency: means medical ***treatment*** of an immediate nature required as a result of a sudden, unexpected or unforeseen ***accident*** or ***illness*** occurring after the date of departure.

Expiry Date: (for the Annual Travel Plan) means the date 365 days from and including the ***effective date***.

Extreme Sport: means any sporting or recreational activity that lies outside the normal rules or limits of traditional sports or an activity that is made extreme or dangerous by modifying the equipment and locales or where there can be a high probability of physical danger, risk or injury or death as a result of participation.

Health Care Practitioner: means a person who has met the professional and legal requirements of the jurisdiction where the care or services are provided, giving them authority to provide health care services. Where no such professional authority or legal requirements exist, the person must have a certificate of competency from a professional body that is responsible for established standards of competence for the conduct for the particular health care profession and the person must be

acting within the scope of that license. In all instances, a person must not be a relative of the ***participant*** to be considered a ***health care practitioner*** for the purposes of this plan.

Hospital: means an institution that is licensed as an accredited ***hospital*** that is staffed and operated for the cure and treatment of ***in-patients*** and out-patients.

> Any ***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 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.

Illness: means any condition, sickness or disease first manifesting itself after the ***departure date*** or during the ***term*** of a ***trip*** while this ***agreement*** is in force.

Immediate Family / Family Member: means the ***spouse***, parent, step-parent, grandparent, grandchild, in-law, natural or adopted child, stepchild, brother, sister, step-sister, step-brother, aunt, uncle, niece, nephew.

In-patient: means a patient confined to a ***hospital*** for more than 24 hours on the recommendation of the attending ***physician***.

Medical Condition: means any irregularity in the ***participant's*** health that required or requires medical advice, consultation, investigation, medical ***treatment***, care, service or diagnosis by a ***physician***.

Mountain Climbing: means the ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabiners, oxygen and lead or top-rope anchoring equipment.

Participant: means the applicant, or if enrolled under a family ***agreement,*** shall mean the applicant, ***spouse*** and eligible ***dependents*** travelling with the applicant.

Physician: means a person licensed under the laws of the province, state or country where the services are rendered to practice medicine without restriction.

Pre-existing Condition: means a ***sickness***, ***injury*** or medical condition, whether or not diagnosed by a ***physician***:

a) for which ***you*** exhibited ***signs*** or ***symptoms***; or

b) for which ***you*** required or received ***medical consultation***, ***treatment*** or ***hospitalization***; or

c) for which ***you*** were prescribed a new medication or given a change in medication; and

d) which existed prior to the ***departure date*** of ***your*** coverage.

Professional: means an individual who participates in a sport or activity with an expectation of remuneration or sponsorship or endorsement or to receive financial return that could form a substantial part of their livelihood.

Return Date: means when the ***participant*** returns back to Manitoba.

Spouse: means a person who is legally married to the ***participant***, or has continuously resided with the ***participant*** for not less than one full year having been represented as members of a conjugal relationship. Manitoba Blue Cross will at no time provide coverage for more than one ***spouse*** under the same ***agreement***.

Stable: means the ***medical condition*** is not worsening and there has been no ***change in prescribed medication*** for the condition, nor any other ***treatment*** prescribed or recommended or received.

Subscription: means the amount charged by Manitoba Blue Cross as consideration for the coverage of benefits made available under this ***agreement***.

Term:

i) means the period from and including the ***departure date*** equal to the number of days indicated on the application form.

ii) (for the Annual Travel Plan) means the period of 365 days from and including the ***effective date*** indicated on the application form.

Terminal Prognosis: means an advanced stage of a ***medical condition*** for which a ***physician*** gave a prognosis of inevitable death in 6 months or less or palliative care was received.

Treatment: means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a ***physician*** or ***health care practitioner***, including but not limited to prescribed medication, investigative testing or surgery. ***Treatment*** includes a ***change in prescribed medication*** but does not include the unaltered use of prescribed medication for a ***medical condition*** that has been ***stable*** or a medical examination in which a ***physician*** observes no change in a previously identified condition during the pre-existing stability period (Section III-14).

Trip: (for the Annual Travel Plan) means the total number of days the ***participant*** is outside the boundaries of Manitoba. (For the Deluxe Travel Plan) means the total number of days the participant is outside the boundaries of Manitoba and/or Canada.

Usual, Customary, and Reasonable:

- *Usual*: means the standard charge for a given service or supply by an individual providing services or supplies in their personal practice.
- *Customary*: means that range of ***usual*** charges by individuals, of similar training and experience, providing services or supplies for the same service within a specific limited geographic or socioeconomic area.
- *Reasonable*: means a charge that meets the criteria of both ***usual*** and ***customary***, or in the opinion of the service provider's professional association, is justifiable in the special circumstances of the particular case in question.

Vehicle: means any form of transportation that is drawn, propelled or driven by any means and includes, but is not restricted to, a passenger automobile, motorcycle, moped, bicycle, snowmobile, boat, all-terrain vehicle, motor home, or truck with a gross vehicle weight of less than 9,000 pounds providing no such ***vehicle*** is licensed to carry passengers for hire.

You or *your*: means the same as ***participant***.

Contact Information

International Travel Assistance

How do *you* find good medical care in a foreign country when *you* are faced with an emergency? *You* may not speak the language, *you* may be incapacitated, and *you* will most likely not know where to find professional care.

Our International Travel Assistance service is available 24 hours a day to support *you* during the planning stages of *your trip* and should an emergency situation arise while travelling.

When calling for assistance, be prepared to provide the name of the insured person, the policy number, and a description of the situation.

International Travel Assistance Telephone Numbers

Medical Emergency While Travelling

In Canada and United States, call toll free 1.866.601.2583

In all other countries, or if *you* are having difficulties with the toll free number, call collect 204.775.2583.

If unable to call collect, place the call and submit *your* detailed receipt for the long distance charges with *your* claim.

Contact the international travel assistance service immediately for benefits verification and procedures.

General Inquiries

For general inquiries call Manitoba Blue Cross at **204.775.0151**

or toll free (within Manitoba only) **1.800.USE.BLUE (1.800.873.2583)**,

(outside Manitoba, but within Canada) **1.888.596.1032.**

We're here for you.

Online

mb.bluecross.ca

In Person

Customer Service Centre
599 Empress Street
10:00 a.m. – 4:00 p.m.
Tuesday through Friday

Claims Drop Box
24 hours a day

By Phone

204.775.0151 (within Winnipeg)
1.800.873.2583 (toll free)
8:00 a.m. – 5:30 p.m.
Monday through Friday

By Mail

Manitoba Blue Cross
PO Box 1046 Stn Main
Winnipeg MB R3C 2X7



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