IMPORTANT NOTICE

- Immigrants & Visitors to Canada insurance is designed to cover losses resulting from sudden, unexpected and unforeseen circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain exclusions or limitations.
- A pre-existing medical exclusion applies to *medical conditions* and/or symptoms that existed prior to *your* trip. Check the policy to see how this applies to *you*.
- In the event of an accident, *injury* or sickness, *your* prior medical history may be reviewed when a claim is reported.
- *Your* policy provides assistance for medical emergencies. If *you* experience a *medical emergency*, *you* must notify the *GMS Travel Assistance* centre prior to *treatment*, where possible, and no later than 24 hours after receiving *medical treatment* or being admitted to *hospital*. *Your* policy may limit benefits should *you* not contact the *GMS Travel Assistance* centre.
- **This policy contains a provision removing or restricting the right of the insured to designate a person to whom or for whose benefit insurance money is to be payable.**

PLEASE READ YOUR POLICY CAREFULLY AT THE TIME OF PURCHASE

For medical emergencies and assistance, we're available 24 hours a day, 7 days a week.

toll-free 1.800.459.6604
(within Canada & US)

collect 905.762.5196
(from all other locations)

For general inquiries

toll-free 1.800.667.3699 or info@gms.ca

POLICY WORDING

Your contract of insurance is formed by *your* application for insurance, *your* confirmation document and this policy.

The maximum number of days that may be purchased per policy is 365 days. For additional coverage *you* must reapply and meet all eligibility conditions.

ELIGIBILITY

If *you* are under 55 years of age *you* are NOT eligible if *you*:

1. have any reason to seek *medical treatment*, excluding the *regular care* of a *chronic condition* or medical evaluation required to satisfy travel visa requirements;
2. are currently in Canada, and have ever been denied similar coverage offered by another Canadian insurer; and
3. are currently in Canada, and had more than $5,000 in *medical treatment* in the last 12 months while in Canada.

If *you* are 55 years of age and older *you* are NOT eligible if *you*:

1. are 80 years of age or older on the policy *effective date*;
2. have any reason to seek *medical treatment*, excluding the *regular care* of a *chronic condition* or medical evaluation required to satisfy travel visa requirements;
3. are currently in Canada, and have ever been denied similar coverage offered by another Canadian insurer;
4. are currently in Canada, and had more than $5,000 in *medical treatment* in the last 12 months while in Canada;
5. are expecting *medical treatment* for *heart disease*;
6. are waiting for test(s) for a suspected heart condition;
7. are taking prescription drugs for *heart disease* while taking insulin to treat diabetes;
8. have an implantable cardioverter defibrillator (ICD);
9. fainted or fell more than once without medical diagnosis (syncope);
10. use home oxygen for a *medical condition*;
11. take *oral steroids* to treat a lung condition;
12. are being treated for cancer or have Metastatic Cancer;
13. have a vascular aneurysm that is surgically untreated;
14. have ever had:
    a. a valve replacement;
    b. kidney (renal) dialysis; or
    c. an organ transplant;
15. were diagnosed; received new *medical treatment* (e.g. consultation, tests or prescription drugs); or had a change in *your medical treatment* (e.g. a stop, start or dosage change to a prescription drug, other than a dosage change of Coumadin or Warfarin) for, any of the following conditions in the last 12 months:
    a. congestive heart failure;
    b. atrial flutter;
    c. atrial / ventricular fibrillation;
    d. peripheral vascular disease;
    e. stroke / transient ischemic attack (TIA);
    f. acquired immune deficiency syndrome (AIDS);
    g. *terminal illness*;
    h. blood clots; or
    i. gastrointestinal bleeding; and
16. require assistance from another person(s) with *activities of daily living (ADL)* if *you* are 70 years of age or older.

If any of the *medical conditions* listed above do apply to *you*, contact *GMS* immediately as *you* are not covered.

Should any changes to *your* health occur after *you* applied for coverage, *GMS* must be notified.

BENEFITS

GMS will pay the *reasonable and customary* charges for eligible expenses resulting from an unexpected *medical emergency* occurring during *your period of coverage*. Payment will be up to the *policy dollar limit* and reduced by any deductible as shown on *your* confirmation. Coverage is subject to all of the policy conditions and exclusions contained in this booklet.

In addition, coverage will be provided while *you* are in transit between Canada and *your country of origin* for a period of no more than 48 hours after *your* initial departure for no additional premium. See Automatic Extension on page 5 for more details.

Eligible expenses within Canada include:

1. **In-Hospital Care** – *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for the care of a *medical emergency* during hospitalization. When deemed medically necessary, follow-up visits are covered until such time that the *medical emergency* has been deemed to have ended as advised by *GMS*. Where a follow-up visit is required, *GMS* requires it to occur no later than 14 days after the initial *medical emergency*, unless otherwise instructed and approved by *GMS*.
2. **Medical Services** – *Medical treatment* by a *physician* or *surgeon*.
3. **Diagnostic Services** – X-rays and other diagnostic tests. Magnetic resonance imaging, computerized axial tomography scans, sonograms, ultrasounds and biopsies are excluded, unless pre-authorized by *GMS*.
4. **Out-Patient Treatment** – Out-patient *medical emergency* room expenses.
5. **Prescription Medication** – Drugs and medication obtained on the prescription of the attending *physician* and supplied by a licensed pharmacist, to a maximum 30 day prescription. Refills of prescriptions, and any associated *physician*'s expenses, are excluded from coverage.
6. **Ambulance** – Expenses for the use of a licensed road or air ambulance in a *medical emergency* situation that requires immediate *transportation* to the nearest *hospital* where adequate facilities are available. *GMS* will reimburse the expense for an air ambulance or regularly scheduled airline only when the transport is to a *hospital* for further in-*hospital medical treatment* that is not available at the facility attended and is upon written recommendation of the attending *physician* and with prior *GMS* approval. This benefit excludes helicopter transports.
7. **Health Practitioners** – Expenses, up to an aggregate maximum of $500 per person, for the *emergency* services of an osteopath, optometrist, physiotherapist, chiropractor, chiropodist and/or podiatrist.
8. **Accidental Dental** – Expenses for the repair or replacement of natural teeth or permanently attached artificial teeth necessitated by an *accidental* blow to the mouth, to a maximum of $2,000 per person. Expenses for *medical treatment* of the relief of dental pain, to a maximum of $300. This benefit excludes dental implants.
9. **Return of Remains** – When death results from a covered *medical emergency*, the expenses for either the preparation or *transportation* of the deceased to his/her destination in Canada or *country of origin*, to a maximum of $10,000 per person, or the expense of cremation or burial at the place of death, to a maximum of $4,000. This benefit does not cover the cost of a headstone, burial casket, urn, or funeral service expenses. This benefit covers the standard shipping container and shipping costs, death certificate, and preparation of the deceased.

10. **Child Care** – Payment up to $500, with prior *GMS* approval, for licensed care of dependent children if they are travelling with *you*, should *you* be hospitalized due to a *medical emergency*.
11. **Out-of-Pocket Expenses** – Payment for *reasonable and customary* expenses, up to $150 per day to a maximum of $1,000, for accommodations, meals, necessary telephone calls and taxi or bus fares incurred by an accompanying family member in the event that *you* are in *hospital* on *your return date*.
12. **Repatriation to Country of Origin by Commercial Airline without a Medical Attendant** – If *you* are deemed medically fit to travel, payment to a maximum of $5,000 will be arranged to transport *you* by *common carrier* without the need of a medical escort back to *your country of origin* for further *medical treatment.* The $5,000 limit includes expenses for one-way air *transportation* for 1 accompanying family member insured under *your* policy. This benefit must be pre-approved by *GMS*.
13. **Repatriation to Country of Origin by Commercial Airline with a Medical Attendant or Air Ambulance** – If *you* are deemed medically fit to travel, payment for *transportation* by *common carrier* or air ambulance back to *your country of origin* for further *medical treatment*. The benefit includes expenses for economy airfare *transportation* for 1 accompanying family member insured under *your* policy, the cost of a medical escort, additional airfare to accommodate a stretcher, or air ambulance if deemed medically necessary. This benefit must be pre-approved and arranged by *GMS*.

Eligible expenses outside of Canada:

Coverage for *side trips* up to 30 days or less in duration, outside of Canada that:

a. originate and terminate in Canada; and

b. are not greater than 50% of *your period of coverage*.

Expenses incurred in *your country of origin* are not covered. Coverage includes all of the benefits listed under the Eligible Expenses within Canada and the following additional benefits.

1. **Air Ambulance** – Expenses for the use of an air ambulance or *common carrier* to transport *you* back to *your* destination in Canada or *your country of origin* for further in-*hospital medical treatment*, upon the written recommendation of the attending *physician* and with prior *GMS* approval. This benefit excludes helicopter transports.
2. **Special Attendant** – 1 round-trip, economy class airfare for a medical attendant, if medically necessary and pre-approved by *GMS*, to accompany *you* back to *your* destination in Canada or *your country of origin*. The attendant must not be a friend, relative, associate or other person who was travelling with *you* when the *medical emergency* occurred. This benefit must be pre-approved by *GMS*.
3. **Escort of Insured Dependant** – Payment for a one-way, economy class airfare by the most direct route to return an accompanying child/children (up to the age of 18 years) to the original point of departure. The cost of an escort, when necessary, will be covered. This benefit must be pre-approved by *GMS*.

EXCLUSIONS TO COVERAGE

The following expenses are not covered by this policy.

1. *GMS* does not cover expenses incurred in *your country of origin*.
2. *GMS* does not cover expenses incurred where *you* act against medical advice or the advice of *GMS*.
3. *GMS* does not cover expenses resulting from the *regular care* of a *chronic condition*.
4. *GMS* does not cover any expenses that are the result of *your* failure, prior to arriving in Canada, to:
   a. adhere to *medical treatment*;
   b. obtain investigative or diagnostic tests recommended by a medical professional; and/or
   c. receive results from investigative or diagnostic tests.
5. *GMS* does not cover expenses resulting directly or indirectly from *medical condition(s)* which have not been *stable* for 180 days immediately prior to *your effective date*, including:
   a. *medical condition(s)* for which *you* received *medical treatment* or *medical consultation*; and/or
   b. undiagnosed *medical condition(s)* related to symptoms which *you* received *medical treatment* or *medical consultation*.

   You must be *stable* based on the definition of *stable* in this policy, regardless of the opinion of *your physician* or any other person who may provide an opinion on *your medical condition(s).*
6. *GMS* does not cover expenses when *you* travel outside Canada when an official travel advisory is issued by the Canadian government stating "Avoid non-essential travel" or "Avoid all travel" for the country, region, city or other destination (including cruise ships) that are part of *your* travel arrangements.
7. *GMS* does not cover any *medical treatment*, which is a continuation of or a recurrence of a *medical condition.*
8. *GMS* does not cover any expenses resulting from *medical treatment* that is not a *medical emergency*, including but not limited to: routine or general physical examinations; medical checkups; *regular care* of *chronic conditions*; elective surgery; dental or cosmetic surgery, even if recommended by a *physician;* and follow ups or continued services following emergency *medical treatment. GMS*' opinion on the issue is final and binding.
9. *GMS* does not cover expenses that are a duplication of any service, allowance or repayment available by an existing *government health plan* or private plan.
10. *GMS* does not cover *medical treatment*, hospitalization or surgery (including elective, non-elective, personal comfort, dental or cosmetic) which is not considered to be an *emergency*, even if it is recommended by a *physician*.
11. *GMS* does not cover expenses for *medical treatment* at a diagnostic facility unless pre-approved by *GMS*.
12. *GMS* does not cover *emergency* air *transportation* or return to Canada or *your country of origin*, which is not arranged and pre-approved by *GMS*.
13. *GMS* does not cover drugs which are commonly available without a prescription, not legally registered or approved in Canada, experimental drugs or preventative medicines or vaccines.
14. *GMS* does not cover any expenses resulting from and/or incurred during trips undertaken for the purpose of receiving a diagnosis of *medical treatment*.
15. *GMS* does not cover any expenses when *you* travel against the advice of a *physician*.
16. *GMS* does not cover expenses related to *your* pregnancy, an abortion, miscarriage, childbirth or complications of any of these conditions.
17. *GMS* does not cover a newborn until it has been released from the *hospital* for 48 hours and has been added as a *dependant* on *your* coverage.
18. *GMS* does not cover expenses for coronary artery angioplasty, cardiac surgery or implantable cardioverter defibrillator (ICD) (including any associated diagnostic tests or charges), unless necessary in a *medical emergency* and approved by *GMS* prior to any actions.
19. *GMS* does not cover any expenses for *medical treatment* or surgery which is considered by *GMS* to be experimental. *GMS*' opinion on the issue is final and binding.
20. *GMS* does not cover expenses resulting directly or indirectly from *your* criminal or illegal acts.
21. *GMS* does not cover expenses resulting from *your* sickness, *injury*, or death if at the time of the sickness, *injury* or death evidence supports that it was caused by, or in any way contributed to, by the use or abuse of prohibited drugs, alcohol, or any other intoxicant or the misuse of medication, whether prescribed or not.
22. *GMS* does not cover expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.
23. *GMS* does not cover any expenses resulting from *your* participation in:
    a. professional sport;
    b. speed contests or racing of motorized land, water or air vehicle(s);
    c. an extreme sport, including but not limited to scuba diving (except when *you* are NAUI, PADI, ACUC or SSI certified), bungee jumping, parachuting, mountaineering, skydiving, participation in a rodeo, hang gliding, acrobatic or stunt flying or participating in a horse race as a jockey.
24. *GMS* does not cover expenses resulting from air travel unless riding as a passenger on a *common carrier*.
25. *GMS* does not cover *medical treatment* or services that contravene or are prohibited by provincial laws and/or the federal laws of Canada.
26. *GMS* does not cover expenses resulting from *your* service in the armed forces, willful exposure to peril, and/or relief work.
27. *GMS* does not cover expenses for *medical treatment* and services provided outside Canada except as provided under the following sections in this policy:
    a. Automatic Policy Extensions; or
    b. Eligible expenses outside Canada.
28. *GMS* does not cover expenses resulting from any nuclear reaction, radiation or radioactive contamination or occurrence, where the risk of the exposure was present prior to *your* arrival in Canada, however caused.
29. *GMS* does not cover expenses resulting from *war, terrorism* or acts of foreign rebellion.

COVERAGE BEGINS AND ENDS

1. If *you* apply before arriving in Canada, or purchase to continue coverage without a gap from another policy that is providing similar coverage from a Canadian insurance company, coverage begins on the *effective date* with no wait period.
2. If uninsured and *you* apply within the first 30 days of arriving in Canada, coverage for *injury* begins on the *effective date* and a 2 day waiting period is applied to coverage for *medical conditions*, other than *injury.*
3. If uninsured and *you* apply more than 30 days of arriving in Canada, coverage for *injury* begins on the *effective date* and a 7 day waiting period is applied to coverage for *medical conditions,* other than *injury.*

An Immigrants & Visitors plan ends on the earliest of:

1. the date *you* depart from Canada except as provided under the Automatic Policy Extensions section and Expenses Outside of Canada section;
2. the date *your period of coverage* ends as shown on *your* application;
3. the date *GMS* returns *you* to *your country of origin*; or
4. the date *you* are eligible and covered under a *government health plan.*

GENERAL CONDITIONS

1. *GMS* will provide payment for eligible expenses incurred by *you*, less any applicable deductibles, during the *period of coverage* up to *your policy dollar limit* as shown on *your* confirmation document. The deductible applicable will be specified on *your* confirmation document. The deductible is applied to each claim.
2. Foreign workers are required to provide valid proof of active work from their employer for the *period of coverage*.
3. *GMS*, in consultation with the attending *physician*, reserves the right to transfer *you* to another *hospital* or medical facility capable of providing the necessary medical services, or to return *you* to Canada or *your country of origin*. Refusal to do so will absolve *GMS* of further liability.
4. *GMS* is not responsible for the availability of *medical treatment* or *transportation.*
5. *GMS* is not responsible for the quality or results of any *medical treatment.*
6. *GMS* is not responsible for *your* failure to obtain *medical treatment.*
7. *GMS* is authorized to receive reports indicating diagnosis and services rendered to *you* from any *physician*, health care provider, other person, *hospital*, institution or insurance companies.
8. Any material misrepresentation, provision of incorrect information or non-disclosure of information, related to *medical conditions*, will result in non-payment of any related claims.
9. *GMS* reserves the right to negotiate amounts payable on *your* behalf with any service provider who renders services under *your* policy. Payments will be provided directly to the service provider. *You* may not claim or receive more than 100% of covered incurred expenses. Payment under this condition is subject to all other policy conditions and limitations.
10. Payment of any amount by *GMS* on *your* behalf does not constitute a guarantee that *GMS* will cover *your* expenses if *GMS* determines *you* have no coverage under this policy. *You* must repay, on demand, any amount paid or authorized by *GMS* on *your* behalf if *GMS* determines that the amount was not payable under the terms and conditions of *your* policy.
11. There is no coverage for any benefits of any nature which are provided by a *government health plan* on the date of *your medical emergency* on or after the date *you* are eligible and covered under a *government health plan.*
12. Coverage is not effective until *GMS* approves the application, and the appropriate premium has been paid.
13. All amounts stated in this policy are in Canadian funds.
14. Benefits payable do not include interest charges.
15. This policy shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan (Canada) and the federal laws of Canada applicable therein, and the parties hereby agree to concede to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan.
16. If eligible expenses are paid due to the fault of a third party, *GMS* may take legal action against the person(s) at fault, in *your* name to recover these expenses. *You* agree to fully cooperate with *GMS* in any action that might be taken.
17. This policy is in excess of all other insurance plans and/or amounts recoverable from any other party. If *GMS* pays eligible expenses to *you* and a third party makes payment for those same benefits, *you* are responsible for reimbursing *GMS* the amount previously paid by *GMS*.
18. In the event that *you* have concurrent insurance from another source(s) for benefits provided under this policy, benefits shall be coordinated as follows:
    a. all benefits from any *government health plan* shall be determined and recovered first;
    b. *GMS* will pay eligible expenses only in excess of amounts covered by that of the other insurer(s) including but not limited to any employment related plan, extended health care plan, private or provincial vehicle insurance, credit card policy, or any other insurance, whether collectible or not;
    c. however, if the other source(s) of coverage is also "excess only", all benefits shall be determined and recovered from benefit plans based on the following priority:
        i. any plan not containing a coordination of benefits statement;
        ii. any employment/retirement related plan; then
        iii. any other plan, including *GMS*. In this case, the benefits shall be prorated according to the maximum amounts that would have been payable as the result of the benefit contained under the respective plans. *You* agree that prorated sharing is what was intended when this policy was entered into, and that sharing on any other basis, including on the basis of independent liability and/or equal sharing is not what was intended or agreed to.
19. If a covered person is entitled to similar benefits under any other individual or group contract, the benefits payable under this policy shall be coordinated so that the total payment from all coverages shall not exceed the amount for which the claim is made.
20. *GMS* reserves the right to restrict or deny *your* right to designate persons whom insurance money is payable.
21. If *GMS* determines that there is no coverage for a claim(s) under this policy all amounts advanced to *you* or on *your* behalf must be repaid by *you* to *GMS* on demand. In such circumstances, any payment(s) made by *GMS* will not constitute an acceptance of coverage.
22. It is *your* responsibility to provide proof that the dates of travel are consistent with the terms of this policy.
23. *GMS* reserves the right to investigate or obtain a private opinion on any claim and to obtain any and all information relating to a claim.
24. This contract is void in the case of fraud or attempted fraud by *you*, or if *you* conceal or misrepresent any material fact or circumstance concerning this insurance.
25. By purchasing this policy *you* are authorizing:
    a. any *physician*, health care provider, other person, *hospital* or institution to release to *GMS* and/or its authorized agents, representatives, affiliates or other service providers (collectively "*GMS*") any information covering *your* medical history, symptoms, *medical treatment*, examination, diagnosis and/or services rendered to *you*;
    b. *GMS* to collect, store and use any information which is provided or information obtained pursuant to clause (c);
    c. *GMS* to obtain information from, or disclose information to: any *government health plan*; the operator of any *hospital*, clinic or other health facility; a *physician* or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required. This information is intended for the purpose of administering the plan and communicating with *you*.
26. *You* agree to fully cooperate with *GMS* to provide the documentation and authorization required by *GMS* to administer *your* plan, including the assessment of *your* claim(s). Failure to provide the documentation and authorization, within the time periods specified in this policy will result in the non-payment of the claim(s).
27. *GMS* reserves the right to suspend claims payment until such time as payment of premium in full is received. In the event of non-payment of premium, *GMS* reserves the right to terminate the policy, with notice.
28. *You* have 10 days from the day *you* apply for *your* policy to return it to *GMS* for cancellation, provided the coverage has not started during *your* examination period. Refer to the Coverage Begins and Ends section to establish when coverage starts. The policy will be considered null and void and any premium paid up to the end of the 10-day examination period will be refunded. This period of examination expires 10 days after *you* apply for *your* policy and have received a copy of the policy contract. Failure to return the policy will be considered an acceptance of all of its terms, conditions and limitations. All other requests for termination are subject to the conditions provided for in the policy statutory conditions.
29. 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 (BC, AB, MB, NS, PE – title of act may vary by jurisdiction), Limitations Act (SK, NF), Limitations Act 2002 (ON) or other applicable legislation.
30. Despite any other provision of this contract, the contract is subject to the statutory conditions in the insurance act respecting contracts of accident and sickness insurance of the Canadian province or territory where the policy was issued.

STATUTORY CONDITIONS

Pursuant to the Insurance Act, the relevant statutory conditions which relate to individual health and travel insurance products have been provided below.

1. **The contract**
    (1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed on in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
    (2) The insurer shall, on request, provide to the insured or to a claimant under the contract a copy of the application.
2. **Material facts**
    No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers provided as evidence of insurability.
3. **Termination of insurance**
    (1) The contract may be terminated:
        (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
        (b) by the insured at any time on request.
    (2) If the contract is terminated by the insurer:
        (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
        (b) the refund must accompany the notice.
    (3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.

(4) The insurer may deliver notice of termination to the insured by personal delivery, regular post (notice by regular post not valid in AB, ON & BC) or registered mail. Where notice is delivered by:
(i) personal delivery, 5 days' notice of termination shall be given which notice shall begin on the date of personal delivery;
(ii) regular post, 10 days' notice of termination shall be given which notice shall begin on the day following the date of mailing of notice; or
(iii) registered mail, 15 days' notice of termination shall be given which notice shall begin on the day following delivery of the registered letter to the insured's address.

5. **Notice and proof of claim**

(1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
(a) give written notice of claim to the insurer not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability:
(i) by delivery of the notice, or by sending it by registered mail, to the head office or chief office of the insurer in the province/territory; or
(ii) by delivery of the notice to an authorized agent of the insurer in the province/territory;
(b) within 90 days after the date a claim arises under the contract on account of an *accident*, sickness or disability, provide to the insurer such proof as is reasonably possible in the circumstances of:
(i) the happening of the accident or the start of the sickness or disability;
(ii) the loss caused by the accident, sickness or disability;
(iii) the right of the claimant to receive payment;
(iv) the claimant's age; and
(v) if relevant, the beneficiary's age; and
(c) if so required by the insurer, provide a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.

(2) Failure to give notice of claim or provide proof of claim within the time required by this condition does not invalidate the claim if:
(a) the notice or proof is given or provided as soon as is reasonably possible, and not later than the limitation period set out in The Limitations Act after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or provide the proof in the time required by this condition; or
(b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or provided no later than the limitation period set out in The Limitations Act after the date a court makes the declaration.

6. **Insurer to provide forms for proof of claim**

The insurer must provide forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident*, sickness or disability giving rise to the claim and of the extent of the loss.

7. **Rights of examination**

As a condition precedent to recovery of insurance moneys under this contract:
(a) the claimant must give the insurer an opportunity to examine the person insured when and as often as it reasonably requires while a claim is pending;
(b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies; and
(c) the insurer shall bear the costs of any examination or autopsy and shall provide copies of reports of any examination or autopsy to the insured's representative.

8. **When moneys payable other than for loss of time**

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

REQUESTING A REFUND

1. Full refunds are available if no travel has taken place, when *your* request for a refund is received:
   a. prior to the *effective date* as shown on *your* confirmation document; or
   b. after the *effective date* as shown on *your* confirmation document if *you* have not travelled to Canada because *your* application for a visa to enter Canada was declined. An administration fee applies and it will be deducted from the refund. A copy of the visa decline letter will be needed when requesting a refund.
2. Partial refunds are available, with an administration fee, in the following situations.
   a. *Your* request for a refund is received after the *effective date* shown on *your* confirmation document when no travel has taken place, except if *your* request is the result of a declined visa application. The refund will be calculated from the date *GMS* was notified.
   b. *You* return to *your country of origin.* The refund will be calculated from the date *you* departed Canada (proof of departure will be required).
   c. *You* become eligible and covered under a *government health plan* during the *period of coverage*. The refund will be calculated from the date *your government health plan* takes effect.
   d. *Your* death occurs during the policy period. The refund will be calculated from the date of *your* death.
3. Refunds are not available when:
   a. a claim has been reported under this policy; or
   b. *you* request a refund after the *expiry date* of *your* policy.

The following conditions apply to partial refunds issued under this policy

1. When *you* apply for a refund after the date on which the coverage is to be effective as shown on *your* confirmation document, the following must be provided:
   a. proof of travel showing the date *you* departed from Canada;
   b. proof of coverage under a *government health plan* including *effective date* of coverage;
   c. in the case of a *your* death, a copy of the death certificate; or
   d. proof that *you* did not travel from *your country of origin*.

   Depending on the documentation provided, *GMS* reserves the right to limit or restrict the refund.
2. *GMS* considers a claim to have been reported when an insured person, or a family member, contacts *GMS' Travel Assistance. You* may still be eligible for a partial refund if:
   a. *GMS' Travel Assistance* was only contacted once during the *period of coverage*; and
   b. no payment for emergency *medical treatment* was issued or pending.

   Refunds are subject to *GMS'* review and approval.
3. Once a refund has been issued, *you* will no longer be eligible for any claim payment regardless of when the expense or claim occurred.

A refund is calculated and paid based on the following

1. A refund is calculated using the number of unused days and the daily rate applied based on *your* original trip length. The number of unused days is calculated based on *your departure date* unless otherwise indicated in the Requesting a Refund section above under 2. a., b., c., and d.
2. Refunds will be processed as follows:
   a. payment made by credit card will be credited to the credit card on file;
   b. payment made by cash or cheque will be payable to *you* unless an alternative payee has been assigned;
   c. all refunds requested after the *effective date* shown on *your* confirmation document are subject to an administration fee;
   d. no refund will be issued by cheque for amounts under $5.

EXTENSIONS & POLICY CHANGES

It is *your* responsibility to advise *GMS* of any changes to *your* health which have occurred after *your application date* and prior to the *start date* of a change or extension to *your* policy. A change in *your* health may affect *your* eligibility to extend or change coverage. Changes to *your* health that do not affect eligibility will still constitute a change in stability and may limit *your* available coverage.

Policy Changes

1. *You* may change *your effective date* by contacting *GMS:*
   a. prior to arriving in Canada; and
   b. within 30 days of arriving in Canada with proof of *your* arrival date.

   Requests to change the *effective date* will not be accepted if:
   a. the policy has expired;
   b. the request is made more than 30 days after *your* arrival in Canada;
   c. the *effective date* is more than 12 months from the original *effective date* selected when *you* applied; or
   d. *you* will be 80 years of age on the new *effective date.*
2. *You* may not change *your* deductible or *policy dollar limit* after *your effective date*. Contact *GMS* to change *your* deductible or *policy dollar limit* before *your effective date.*
3. Newborns are eligible for coverage under this plan 48 hours after release from *hospital*. *You* must add the newborn to *your* application and pay the appropriate premium.

Automatic Policy Extensions

Your Immigrants & Visitors to Canada plan coverage will automatically be extended at no additional cost in certain situations. The extended coverage is payable up to *your policy dollar limit* under these conditions:

1. If coverage expires while hospitalized due to a *medical emergency*, coverage will continue for *you*, *your spouse* and any *dependant*s travelling with *you* and are listed on *your* application during *your* hospitalization and for up to 72 hours after discharge from *hospital*.
2. During *your* transit to Canada from *your country of origin* provided *you*:
   a. purchased *your* coverage prior to departing *your country of origin*; and
   b. arrive in Canada within 48 hours of departing *your country of origin*.
3. During *your* transit from Canada to *your country of origin* provided *you*;
   a. have coverage on the day *you* depart from Canada; and
   b. arrive in *your country of origin* within 48 hours of departing Canada.

Coverage under 2. and 3. above is subject to proof of travel and compliance with the conditions set out under the Policy Changes section.

Policy Extensions

1. *You* may purchase additional days to extend *your* coverage subject to *GMS'* approval if:
   a. *you* contact *GMS* 48 hours prior to the *expiry date* of the existing coverage;
   b. during *your period of coverage*, *you* have not required *medical treatment* (whether a claim was submitted or not), excluding a medical evaluation required to satisfy travel visa requirements;
   c. *your* total *period of coverage*, including all extensions, does not exceed 1 year; and
   d. *you* will not be 80 years of age or older as of the *start date* for the policy extension.

To avoid a waiting period, extend coverage before *your* policy expires.

Payment must be made at time of the policy change or extension by credit card (Visa or MasterCard) for the change or extension to be accepted.

MANAGING A MEDICAL EMERGENCY

Regardless of *your* plan deductible, in the event of a *medical emergency:*

1. *You* are required to contact *GMS Travel Assistance* within 24 hours of receiving *medical treatment* or admission to *hospital*. Failure to do so may limit benefits to the lesser of 70% of *reasonable and customary* expenses or $50,000.
2. *GMS Travel Assistance* will:
   a. offer telephone interpretation services in many languages;
   b. monitor progress during *your medical consultation* and *medical treatment;* and
   c. coordinate all *medical treatment*, transport and repatriation.

MAKING A CLAIM

1. **Notice of Claim:** In the event of a *medical emergency you* must provide written notice of claim within 30 days after contacting *GMS Travel Assistance.* Notice of claim form will be provided to *you* by *GMS Travel Assistance* on *your* initial contact.
2. **Proof of Claim:** To be eligible to claim, *you* must submit the following documentation to *GMS* as soon as possible and no more than 90 days from when the illness or *injury* occurred:
   a. original itemized receipts for all bills and invoices;
   b. proof of payment by *you* or any other benefit plan;
   c. medical records, including a completed diagnosis by the attending *physician*;
   d. for dental claims, proof of the accident;
   e. proof of the travel dates including *your departure date* from *your country of origin* and visa documentation, if requested by *GMS*;
   f. *your* historical records, if requested by *GMS*; and
   g. in the case of claims involving *your* death, *GMS* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
3. **Limitation Period:** Expenses must be submitted to *GMS* no later than 12 months from the date of the last eligible expense to be considered for reimbursement.

DEFINITIONS

accidental: a happening due to external, sudden, fortuitous causes beyond *your* control.

activities of daily living (ADL): activities such as personal hygiene and grooming; dressing and undressing; self-feeding; functional transfers (getting into and out of bed or a wheelchair, getting onto or off the toilet, etc); and bowel and/or bladder management that *you* require daily assistance with.

alteration: an *alteration* to an existing prescription drug includes any of the following:

   a. a new medication;
   b. a change in medication type;
   c. an increase or decrease in medication dose;
   d. the discontinuation of a medication; or
   e. an adjustment (stop and start) in an anticoagulation medication dosage due to surgery within 10 days prior to *your effective date*.

The following *alteration*s resulting from the regular maintenance of a condition where there is no change in the condition are not considered an *alteration*:

   a. a dosage adjustment for an anti-hypertensive or cholesterol lowering medication;
   b. a change from a brand name medication to a generic brand medication of the same dosage;
   c. if *you* are taking Coumadin/Warfarin for anticoagulation therapy and are required to have *your* blood levels tested on a regular basis (INR) and *you* are adjusting the dosage of *your* anticoagulation medication to ensure *your* INR is maintained within therapeutic range as directed by *your physician*(s); or
   d. if *you* are taking insulin or an oral anti-diabetic medication, or a GLP-1 drug such as Ozempic, or other similar medication for diabetes and are required to have *your* blood levels tested on a regular basis and *you* are adjusting the dosage of *your* medication to ensure *your* blood glucose level is maintained within therapeutic range as directed by *your physician*(s).

application date: the day *you* apply and pay for *your* insurance policy.

chronic condition(s): is a condition that continues to exist for a long period of time or is expected to exist for a long period of time.

common carrier: a conveyance (bus, taxi, train, boat, airplane or other vehicle), that is licensed, intended and used to *transport* paying passengers.

country of origin: the country in which *you* maintain a permanent residence prior to entry into Canada.

departure date: the day *you* leave *your country of origin*, or *departure point*.

departure point: country *you* depart from on the first day of *your* intended travel period.

dependant: any unmarried child of *you or your spouse* (including step-child, adopted child, or a child for whom *you* have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon *you or your spouse* for support and maintenance, and is 18 years of age and under.

effective date:

when applying in Canada, the *effective date* is the later of:

   a. the date *you* applied for coverage; or
   b. the date chosen by *you* and indicated on *your* confirmation.

when applying outside of Canada, the *effective date* is:

   a. the date *you* arrive in Canada, provided *GMS* is advised within 30 days of *your* arrival; or
   b. the date indicated on *your* confirmation if *GMS* is advised more than 30 days after *you* arrived.

expiry date: the date on which *your* coverage ends under our insurance.

GMS: Group Medical Services and/or its authorized agents, representatives, affiliates or other service providers.

GMS Travel Assistance: the assistance service which has been appointed by *GMS* to perform all assistance services where indicated under this policy.

government health plan: any plan of insurance provided by or under the administrative control of any provincial or territorial government or agency in accordance with any law (other than the Unemployment Insurance Act of Canada) or any plan providing insurance coverage regulated by any government.

heart disease: Any disease of the heart including, but not limited to: angina, irregular heartbeat, heart attack, congestive heart failure, ischemic *heart disease*, valvular *heart disease*, and myocardiopathy. *Heart disease* does not include hypertension or high cholesterol.

hospital: an institution licensed as a *hospital* which is primarily engaged in providing medical, diagnostic and surgical services for the care and treatment of sick or injured persons on an in-patient basis, and, which has a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a legally licensed medical *physician*(s). In no event shall the term "*hospital*" or "general active treatment *hospital*" mean any *hospital* or institution or part of such *hospital* or institution licensed or used principally as a clinic, continued care or extended care facility, convalescent home, rehabilitation centre, rest home, nursing home for the aged, health spa or treatment centre for drug addiction or alcoholism.

immediate family member: *your* legal or common-law *spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, in-law, or natural or adopted child.

injury: is the impairment of *your* physical condition caused from a sudden and unforeseen *accidental* event that is independent from an illness or disease which includes but is not limited to a physical wound, fracture or blow to the body.

medical condition(s): are any irregularities to *your* health such as an illness, *injury* or emotional, psychological or psychiatric condition(s):

   a. for which *you* receive *medical treatment* or *medical consultation*;
   b. related to undiagnosed symptoms for which *you* received *medical treatment* or *medical consultation*; or
   c. related to undiagnosed symptoms which would have caused an ordinary person to seek *medical treatment* or *medical consultation*.

medical consultation: a meeting with a *physician* to discuss and evaluate symptoms to diagnose a *medical condition*, illness or *injury*. It also includes meeting with a *physician* to evaluate *your* progress and/or *medical treatment* of a *medical condition*, illness or *injury*.

medical emergency: a sudden or urgent happening that arose during *your* trip and requires immediate action. A *medical emergency* no longer exists when the medical evidence indicates that no further treatment is required at *your* destination, or indicates *you* are able to return to *your country of origin* for further treatment.

medical treatment: any medical, therapeutic or diagnostic measure prescribed or recommended by a *physician* in any form, including; prescription medication; investigative testing; in-*hospital* care; surgery; or other prescribed or recommended action directly referable to the applicable condition, symptom or problem.

oral steroids: steroids that are swallowed to treat a lung condition. They do not include steroids that are inhaled to prevent asthma attacks or to temporarily treat and relieve inflammation of the airway.

period of coverage: the number of days of coverage for which a premium has been paid and for the dates indicated on *your* application.

physician: a duly qualified doctor of medicine, who is not an *immediate family member*, and is entitled under the laws of the Province, State or Country where the services are rendered to prescribe drugs and administer *medical treatment*. A *physician* does not include a naturopath, herbalist, or homeopath.

policy dollar limit: the maximum amount of insurance payable, which *you* selected at the time of purchase, or which applies automatically to, a given insurance coverage.

policyholder: the person who has applied and paid the premiums to *GMS* for a plan and whose application has been approved by *GMS*.

reasonable and customary: charges that are reasonably comparable to those normally charged for that service in the particular area where the service is received.

regular care: *medical treatment* or *medical consultation* that is not a *medical emergency*. This includes but is not limited to: routine or general physical examinations and/or medical checkups, use of prescription medication, routine blood work, or routine tests.

return date: the date on which *you* are scheduled to return to *your departure point*, as shown on *your* application.

side trip(s): a brief add-on or short trip that is off the main route of an itinerary or the main trip.

spouse: the person to whom *you* are legally married or with whom *you* have resided for at least 12 months and whom *you* present publicly as *your spouse*.

stable: a *medical condition* is *stable* if:

a. *you* have no reason to expect *medical treatment* after *your effective date* for the *medical condition* or any symptoms;
b. *you* have not received new or different *medical treatment* for the *medical condition*;
c. *you* have not had an *alteration* to an existing prescription drug or were prescribed a new prescription drug for the *medical condition*;
d. *your medical condition* has not become worse;
e. *you* have not experienced new, more frequent or more severe symptoms;
f. *you* have not had or needed *medical consultation* for undiagnosed symptoms;
g. *you* have not needed in-*hospital* care; a referral to a specialist, or a follow-up visit; and
h. *you* have not had tests or further investigation, whether *you* know the results or not, related to the *medical condition*.

start date: the calendar date on which a change or an extension to coverage is to begin.

surgeon: a *physician* who practices surgery.

terminal illness: a disease that cannot be cured and is reasonably expected to result in death.

terrorism: an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government group, association or the general public for religious, political or ideological reasons or ends, and does not include any act of *war*, act of foreign enemies or rebellion.

transportation: means economy class transport on a *common carrier* whether by land, air or sea.

war: armed conflict, whether or not *war* has been declared, between nations or factions within a nation.

you or **your**: any person who is eligible for coverage for any benefit under this policy.

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