Group Medical Services

Immigrants & Visitors to Canada
Policy Wording

Effective July 1, 2012

IMPORTANT NOTICE

- Immigrants and 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 our assistance centre prior to *treatment*, where possible, and no later than twenty-four (24) hours after receiving medical *treatment* or being admitted to *hospital*. *Your* policy may limit benefits should *you* not contact the 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

BENEFITS WITHIN CANADA

Group Medical Services (*GMS*) will pay the *reasonable and customary* charges up to the *sum insured*, for eligible expenses in the event that an unexpected medical *emergency* occurs.

For expenses to be eligible, the *emergency treatment* for a sudden or unexpected illness or *accidental* injury and the necessary diagnosis and *treatment* must occur within the *period of coverage* of this policy.

Eligible expenses include:

1. **Hospitalization** – *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for *emergency* care during hospitalization. One (1) follow-up visit (excluding on-going *treatment*) is covered in situations where the medical process in dealing with the *emergency* requires such a follow-up visit. The follow-up visit must take place within fourteen (14) days of the initial *emergency*.
2. **Medical Services** – *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 *emergency* room expenses.
5. **Prescription Drugs** – Drugs and medication obtained on the prescription of the attending *physician* and supplied by a licensed pharmacist, to a maximum of thirty (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 an *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 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. **Paramedical Services** – Expenses, up to an aggregate maximum of $300 per person, for the *emergency* services of an osteopath, 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 *treatment* of the relief of dental pain, to a maximum of $250 for such *treatment*. This benefit excludes dental implants.
9. **Return of Remains** – When death results from a covered *emergency*, the expenses for either the preparation and transportation of the deceased to his/her destination in Canada or *country of origin*, to a maximum of $3,000 per person, or the expense of cremation or burial at the place of death, to a maximum of $2,000.
10. **Child Care** – Reimbursement up to $500, with prior *GMS* approval, for licensed care of dependent children if they are traveling with *you*, should *you* be hospitalized due to a medical *emergency*.
11. **Coverage Continuation** – If coverage expires while hospitalized due to an *emergency*, coverage will continue for *you*, *your spouse* and any *dependants* traveling with *you*, for whom coverage is purchased for and is listed on *your* application, up to seventy-two (72) hours after discharge from *hospital*.
12. **Out of Pocket Expenses** – Reimbursement 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 hospitalized on the scheduled *return date*. Original paid receipts for the expenses incurred are required. This benefit must be pre-approved by *GMS*.
13. **24-Hour Travel Assistance Services**:
    a. coordination of all medical care, transportation and repatriation;
    b. telephone interpretation services in most languages;
    c. monitor progress during *treatment* and recovery by managed care.

TRAVEL BENEFITS OUTSIDE OF CANADA

This insurance plan provides coverage for travel outside of Canada (excluding *your country of origin*), as long as *your* trip originates and terminates in Canada and 50% of *your period of coverage* is spent in Canada. The following benefits must have the prior approval of *GMS*.

When eligible expenses are incurred outside of Canada, eligible expenses include all Benefits Within Canada listed above and:

1. **Air Ambulance** – Expenses for the use of an air ambulance or regularly scheduled airline to transport *you* back to *your* destination in Canada or *your country of origin* for further in-*hospital treatment*, upon the written recommendation of the attending *physician* and with prior *GMS* approval. This benefit excludes helicopter transports.
2. **Special Attendant** – One (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 traveling with *you* when the *emergency* occurred.
3. **Escort of Insured Dependant** – Reimbursement of one-way, economy class airfare by the most direct route to return an accompanying child/children (up to the age of eighteen (18) years) and an escort, when necessary, to the original point of departure. This benefit must be pre-approved by *GMS*.

ELIGIBILITY

1. *You* are eligible to purchase this insurance if *you* are an immigrant or visitor to Canada who is not covered under a provincial or territorial *government plan*.
2. *You* are not eligible to purchase this plan if any of the following apply to *you*:
    a. *you* are eighty (80) years of age or older as of the *application date*;
    b. *you* have had a medical consultation with a *physician* since *you* arrived in Canada;
    c. *you* have been in Canada for more than thirty (30) days at the time of application, unless *you* have an existing *GMS* Immigrants & Visitors to Canada plan;
    d. *you* have reason to seek medical attention when *you* apply;
    e. *you* are not eligible for coverage if, on *your effective date*; *you* are an immigrant or a visitor to Canada over the age of fifty-five (55) and in the past twelve (12) months:
        i. *you* have suffered from, been diagnosed with, received new *treatment* for, or had a recurrence of, or complications relating to any of the following: stroke/TIA, blood clots, congestive heart failure, atrial/ventricular fibrillation, AIDS, any terminal illness, renal failure, gastrointestinal bleeding;
        ii. *you* have undergone the following procedures: renal dialysis, valve replacement or organ transplant;
        iii. *you* are awaiting further tests or *treatment* for *heart disease*;
        iv. *you* have both *heart disease* and insulin dependent diabetes and are taking prescription medication for both;
        v. *you* use home oxygen for a heart and/or lung disease;
        vi. *you* take oral steroids for a lung condition;
        vii. any of the following apply to *you*; under active *treatment* for cancer, have an aortic aneurysm that remains surgically untreated, have experienced undiagnosed episodes of syncope/fainting or falling;
        viii. *you* have an ICD (Implantable Cardioverter Defibrillator).
3. If *you* apply for coverage prior to *your* arrival in Canada, there is no waiting period to obtain *emergency* medical *treatment*.

4. If *you* apply for coverage within thirty (30) days of *your* arrival in Canada, no benefits will be paid for expenses incurred within forty eight (48) hours of *your effective date*.
5. If *you* apply for coverage after being in Canada for more than (30) days;
   a. *you* must have an existing plan with *GMS;*
   b. *you* must apply before the expiry of the existing plan with *GMS;*
   c. there is no waiting period to obtain *emergency* medical *treatment*; and
   d. *you* will not be subject to condition 2.b. above, but *you* must not have incurred medical services in excess of $5,000 in the last 12 months.
6. The maximum number of days coverage may be purchased for is three hundred sixty-five (365) days per trip;
7. Only a person who is named on the application, who meets the eligibility requirements on the *effective date* of this application is covered.

COVERAGE BEGINS AND ENDS

Daily Immigrants & Visitors Option

1. Coverage begins on *your effective date*. There is a forty-eight (48) hour waiting period when applying for coverage when *you* are already in Canada.
2. Coverage ends on the earliest of the following:
   a. when *you* leave Canada to return to *your country of origin*;
   b. when *your period of coverage* ends;
   c. the date *GMS* returns *you* to *your country of origin*; or
   d. the first day *you* become insured under a *government plan*.

Annual Immigrants & Visitors Option

1. Coverage begins on *your effective date*. There is a forty-eight (48) hour waiting period when applying for coverage when *you* are already in Canada.
2. Coverage ends on the earliest of the following:
   a. Three hundred sixty-five (365) days from *your effective date*; or
   b. the first day *you* become insured under a *government plan*.
3. Coverage is in effect for three hundred sixty-five (365) days from the *effective date*, without limitation as to the number of departures and re-entries into Canada *you* experience.
4. Pre-existing conditions are considered *stable* from the *effective date* of the policy, not on subsequent re-entries to Canada during the three hundred sixty-five (365) policy period.

EXCLUSIONS TO COVERAGE

The following expenses are not covered by the policy and no payment for these claims will be made:

1. Expenses incurred where *you* act against medical advice or the advice of *GMS*.
2. Expenses resulting from the regular care of a chronic condition.
3. Expenses incurred as a result of non-adherence with medical *treatment* prior to departure.
4. Coverage for medical condition(s) that existed prior to *your effective date* is subject to the following:

   This policy does not provide coverage for any expenses related directly or indirectly as a result of:

   a. *Your* medical condition and/or related condition and/or symptoms (whether or not the diagnosis has been determined) if at any time in the one hundred eighty (180) days preceding *your effective date your* medical conditions or related conditions and/or symptoms have not been *stable*;
   b. if at any time in the one hundred eighty (180) days prior to *your effective date*:
      i. any heart condition has not been *stable*;
      ii. any lung condition has not been *stable*.
5. When *you* travel to a country after such time that a travel advisory has been issued by the Canadian government recommending that Canadians do not travel to such country, or to specific regions within such country.
6. Any subsequent claim for the same medical condition(s) with respect to a sickness or injury, that occurred during the *period of coverage* and for which a claim has already been made or is pending.
7. *Treatment*, services or prescriptions required for ongoing care or checkups, or provided in a chronic care facility of a *hospital* or convalescent or nursing home or rehabilitation centre.
8. Expenses that are duplication of any service, allowance or reimbursement supplied by an existing *government plan* or private plan.
9. Any *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*.
10. *Treatment* at a diagnostic facility unless pre-approved by *GMS*.
11. *Emergency* air transportation or return to Canada or *your country of origin*, which is not arranged and pre-approved by *GMS*.
12. Any advice, investigation, *treatment*, hospitalization or surgery, which is a continuation of, subsequent to or a recurrence of an *emergency* medical *treatment* of a sickness or injury.
13. Drugs and medication which are commonly available without a prescription, not legally registered or approved in Canada, experimental drugs or preventative medicines or vaccines.
14. Any services or expenses incurred when a journey is undertaken for the purpose of obtaining medical or surgical diagnosis or *treatment*, or when any medical *treatment* is pre-scheduled prior to departure from *your* destination in Canada or *your country of origin*.
15. Expenses resulting when travel is booked or commenced contrary to medical advice.
16. Expenses incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications of any of these conditions.
17. *Treatment* for a newborn in *hospital* and for forty-eight (48) hours after release from *hospital*.
18. Routine or general physical examinations, checkups or services of a continued nature following *emergency treatment* of a sickness or injury.
19. 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.
20. Any endovascular surgical procedures, either done individually or in combination with conventional surgical procedures.
21. Any *treatment* or surgery, which is considered by *GMS* to be experimental. *GMS'* opinion on the issue is final and binding.
22. Expenses resulting directly or indirectly from the commission or attempted commission of any criminal, criminal-like or illegal activity; intentional self-injury, suicide or attempted suicide; the consumption or abuse of any alcohol, medication or drugs, or any event, act or omission caused or contributed to by the use or abuse of alcohol, medication or drugs.
23. Expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.
24. Expenses resulting from participation in professional sports, any speed contest, SCUBA diving (unless PADI, ACUC or SSI certified), extreme sports including but not limited to: parachuting, mountaineering, skydiving, rodeo, hang gliding, bungee cord jumping, acrobatic or stunt flying, or a flight accident unless riding as a passenger on a commercially licensed airline.
25. *Treatment* or services that contravene or are prohibited by provincial laws and/or the federal laws of Canada.
26. Services for persons working in hazardous occupations.
27. Medical *treatment* and services provided outside of Canada except for that which is permitted in 4. of the policy Conditions below.

GENERAL CONDITIONS

1. Coverage is to the *sum insured* purchased for, paid for and verified on *your* application.
2. All eligible expenses are reimbursed less the deductible specified on the application.
3. Foreign workers are required to provide valid proof of active work from their employer for the *period of coverage*.
4. Coverage is not applicable in *your country of origin*. Travel to the U.S.A. or Mexico during the *period of coverage* is valid as long as the majority (50% or greater) of the *period of coverage* is spent in Canada. Travel to the U.S.A. or Mexico does not apply to residents of the U.S.A. returning to the U.S.A. or to Mexican residents returning to Mexico.
5. There is a $1,000 Canadian deductible applied to each claim made within the policy period, unless a lower deductible was indicated on the application and premium was paid at the time of application.
6. *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.
7. *GMS* is not responsible for the availability, quality, results from any medical *treatment* or transportation or *your* failure to obtain medical *treatment*.
8. *GMS* is authorized to receive reports indicating diagnosis and services rendered to *you* from any *physician*, health care provider, other person, *hospital* or institution.
9. 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.
10. *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.

11. 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.
12. Benefits are payable only for amounts in excess of what would normally be payable under *government plan*s as they exist as of the *effective date* of this policy. There is no coverage for any benefits of any nature which were provided by a *government plan* on the *effective date* of this policy regardless of whether such benefits continue to be provided by a *government plan* at the time the claim is made.
13. Coverage is not effective until *GMS* approves the application, and the appropriate premium has been paid.
14. All amounts stated in this policy are in Canadian funds.
15. Benefits payable do not include interest charges.
16. 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 attorn to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan.
17. 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.
18. This policy is in excess only of all other insurance plans or amounts recoverable by 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*.
19. 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 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.
20. 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 coverage's shall not exceed the amount for which the claim is made.
21. Insurance is in effect only for those coverages and for the *sum insured* indicated on *your* application for which the premium has been paid. Benefits are payable in accordance with the classification of coverages and are limited to the *sum insured*.
22. As provided for under Section 102 of the Insurance Act *you* may, by contract or declaration, designate the insured, the insured's personal representative or a beneficiary as a person to whom insurance money is to be payable by providing written notice to *GMS* of such designation. Designations made through the insurance contract shall be deemed to be revocable and shall be in effect until *you* alter or revoke the designation in writing. *GMS* reserves the right to restrict or exclude *your* right to designate persons to whom insurance money is payable.
23. 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.
24. It is *your* responsibility to provide proof that the dates of travel are consistent with the terms of this policy.
25. *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.
26. 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.
27. By purchasing this policy *you* are authorizing:
    a. any *physician*, health care provider, other person, *hospital* or institution to release to Group Medical Services and/or its authorized agents, representatives, affiliates or other service providers (collectively "*GMS*") any information covering *your* medical history, symptoms, *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 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*.
28. *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).
29. *GMS* reserves the right to suspend claims reimbursement 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.
30. *You* have ten (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 "Coverage Begins and Ends" 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 ten (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.
31. 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.
32. 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

1. **The contract**

(1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed upon 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.

Waiver

(2) The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

Copy of application

(3) The insurer shall, upon request, furnish 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 person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

5. **Termination by insured**

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. **Termination by insurer**

(1) The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.

(2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.

(3) 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.

7. **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, shall:

(a) give written notice of claim to the insurer:

(i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or

(ii) by delivery thereof to an authorized agent of the insurer in the province;

not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;

(b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and

(c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to give notice of proof

(2) Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. **Insurer to furnish forms for proof of claim**

The insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his 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.

9. **Rights of examination**

As a condition precedent to recovery of insurance moneys under this contract:

(a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and

(b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

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

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

REQUESTING A REFUND

Daily Immigrants & Visitors Option

1. A full refund is available if the entire *trip* is cancelled prior to the *effective date* of coverage.
2. A partial refund is available if:
   a. *you* return to *your country of origin* and a minimum of thirty (30) days remains unused on the policy;
   b. *you* become eligible and covered under a provincial or territorial *government plan* during the *period of coverage*; or
   c. *you* have a minimum of thirty (30) days unused on the policy as a result of *your* death.
3. No refunds are available if claims have been incurred under this insurance plan.
4. No refunds will be issued for amounts under $5.

Annual Immigrants & Visitors Option

1. A full refund is available if the entire *trip* is cancelled prior to the *effective date* of coverage.
2. A partial refund is available if:
   a. *you* have a minimum of thirty (30) days unused on the policy as a result of your death; or
   b. *you* become eligible and covered under a provincial or territorial *government plan* during the *period of coverage*.
3. Supporting documentation may be requested when applying for a refund.
4. No refunds are available if claims have been incurred under this insurance plan.
5. No refunds will be issued for amounts under $5.

CHANGES TO COVERAGE

1. *You* may change *your effective date* of coverage by contacting *GMS* in writing, prior the *effective date* of *your* policy.
2. If *you* decide to extend *your* trip and need an extension of *your* coverage, *GMS* may approve *your* request subject to the following conditions:
   a. *your* request for an extension must be made directly to *GMS* forty-eight (48) hours prior to the *expiry date* of the existing coverage;
   b. *you* have not required medical services in excess of $500 during *your period of coverage*;
   c. *your* total *period of coverage* (including all extensions approved or requested) will not continue beyond the maximum number of days allowed as noted in Eligibility item 5. *Your* maximum total number of days is three hundred and sixty-five (365);
   d. payment must be made using a Visa or MasterCard credit card.
3. Upgrades to the *sum insured* are available provided *you* have not required medical services in excess of $500 during *your period of coverage*. There will be a forty-eight (48) hour waiting period after the request is approved by *GMS*, for the upgraded *sum insured* to be available.
4. Newborns are eligible for coverage under this plan forty-eight (48) hours after release from *hospital*. *You* must add the newborn to *your* application and pay the appropriate premium.

MAKING A CLAIM

1. *You*, or someone on *your* behalf, must contact *GMS* prior to *treatment* whenever possible. Failure to contact *GMS* within twenty-four (24) hours of receiving medical *treatment* or admission to *hospital* will limit benefits otherwise payable to 70% of eligible charges to a maximum of the *sum insured*.
2. A completed claim form must be submitted within ninety (90) days of the illness or injury.
3. In order to pay a claim, *GMS* will require the following documentation:
   a. original itemized receipts for all bills and invoices;
   b. proof of payment by *your* 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* and *return date* and Visa documentation where applicable;
   f. *your* historical records, if requested by *GMS*.
4. All documents for payment of eligible expenses must be received by *GMS* within thirty (30) days of *your* return home and no more than twelve (12) months from the date the last eligible expense was incurred.
5. *You* shall afford to *GMS* the opportunity to examine *you* when and as often as it reasonably requires while the claim hereunder is pending.
6. In the case of death, *GMS* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
7. The costs associated with the administration and consultation with *GMS*' assistance firm which necessitate the need to set up a case file will be considered a claim occurrence, regardless of whether payment is made by *GMS* for any *emergency* medical expenses.

DEFINITIONS

Accidental: A happening due to external, sudden, fortuitous causes beyond *your* control.

Application Date: The date that the application is received at *GMS*' head office or the office of an authorized agent. Coverage will not be effective until *GMS* has approved the application and received the appropriate premium.

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: The province, territory or 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 eighteen (18) years of age and under.

Effective Date: Is the later of the following:

a. the date on which *GMS* has accepted *your* application and *your* payment has been received by *GMS*;

b. the date chosen by *you* as indicated on *your* application subject to *GMS*' acceptance of *your* application and receipt of *your* payment;

c. the date *you* arrive in Canada from *your country of origin*.

Emergency: A sudden or urgent happening that arose during *your* trip and requires immediate action. An *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*.

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.

Government Plan: Any plan of insurance provided by or under the administrative control of any 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.

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.

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.

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.

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

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

Stable: Any medical condition or related medical condition for which:

a. there have been no new symptoms, more frequent or more severe symptoms;
b. there has been no change in *treatment* or change in medications;
c. there has been no deterioration of *your* medical condition;
d. there has been no hospitalization or referrals to a specialist including initial follow-up visits, tests or investigations booked in conjunction with a medical condition/symptom;
e. there is no further testing, *treatment* or investigation booked or results pending;
f. *you* have not experienced a symptom that remains undiagnosed;
g. no further medical *treatment* after departure would be anticipated.

Sum Insured: The maximum sum payable, which *you* selected at the time of purchase and premium payment for, or which applies automatically to, a given insurance coverage.

Surgeon: A *physician* who practices surgery.

Treatment: Any medical, therapeutic or diagnostic measure prescribed or recommended by a *physician* in any form including prescription medication, investigative testing, hospitalization, surgery or other prescribed or recommended *treatment* directly referable to the condition, symptom or problem.

You or **Your**: The eligible person(s) named in the application attached to and forming part of the policy, who have paid the required premiums for the covered period stated in the application and meet all the Conditions of the policy.

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

toll-free 1.800.459.6604
(within Canada & USA)

collect 905.762.5196
(from all other locations)

Always call *GMS* travel assistance before *you* seek medical attention to ensure the best possible medical care and coverage of *your* expenses. Our 24-hour travel assistance centre is available to help *you* obtain medical *treatment*, coordinate medical care and transportation, verify coverage and provide foreign language support.

Group Medical Services
2055 Albert Street PO Box 1949 Regina, SK S4P 0E3
toll-free 1.800.667.3699 email info@gms.ca
www.gms.ca