



.:Viator™

Group Out-of-Province/Canada
Travel Medical Emergency Insurance

BENEFITS



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Schedule of Benefits

Local 97, Ironworkers Health & Welfare Plan

Policyholder Name

1058313

Policy Number

This booklet contains further clauses which may limit coverage. Please read all the benefit description pages carefully. Please note that all dollar amounts are expressed in Canadian currency.

Overall Maximum per <i>Insured Person</i>	Class A: \$5,000,000 per <i>Coverage Period</i> Class B: \$5,000,000 per <i>Coverage Period</i>
<i>Medical Referral</i>	Class A: Up to a lifetime maximum of \$50,000 Class B: Up to a lifetime maximum of \$50,000
Description of Classes	Class A: All eligible active employees under age 80 Class B: All eligible retired employees under age 80
Work hours required	Class A: Immediate Class B: Not applicable
Eligibility Period	Class A: Immediate Class B: Not applicable
<i>Termination Age</i>	Class A: 80 or earlier retirement Class B: 80
Common law <i>spouse</i> cohabitation period	Class A: Continuous cohabitation: Last 12 months Class B: Continuous cohabitation: Last 12 months
Age limits for <i>dependent</i> children	Under age 21, or under age 25 if a full-time student at a recognized educational institution
Pre-existing condition stability period	Class A: Exclusion #2 does not apply Class B: Exclusion #2 does not apply
<i>Coverage Period</i>	Class A: 60 days per <i>trip</i> Class B: 60 days per <i>trip</i>

BENEFIT SUMMARY

Refer to SECTION II for benefit details.

<i>Hospital Accommodation</i>	<i>Reasonable & Customary Costs</i>
<i>Physician Charges</i>	<i>Reasonable & Customary Costs</i>
Diagnostic Services	<i>Reasonable & Customary Costs</i>
Paramedical Services	\$250 per Profession
Prescription Drugs	30-day supply per Prescription
Ambulance Services	<i>Reasonable & Customary Costs</i>
Medical Appliances	<i>Reasonable & Customary Costs</i>
Private Duty Nurse	Up to \$5,000
Emergency Air Transportation	<i>Reasonable & Customary Costs</i>
Transportation to Bedside	Economy Round-trip Airfare plus up to \$150 per day to \$3,000
Return of Travelling Companion	One-way Airfare
Treatment of Dental <i>Accidents</i>	Up to \$2,000
Meals and Accommodation	Up to \$150 per day, to \$3,000 per <i>trip</i>
<i>Vehicle Return</i>	Up to \$5,000
Return of Deceased	Up to \$5,000
Incidental Expenses	Up to \$250

Out-of-Province/Canada Group Travel Medical Emergency Insurance

IMPORTANT NOTICE – PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances occurring while *you* are temporarily travelling outside *your* province or territory of residence. It is important that *you* read and understand *your* plan before *you* travel. In the event of any discrepancy between the provisions of a booklet or other document *you* hold and the provisions of the *policy*, the provisions of the *policy* shall govern. The *Insurer* has contracted *Global Excel Management Inc.* (called "*Global Excel*") to provide medical assistance and claims services under the *policy*.

This benefit booklet contains a provision removing or restricting the right of the group person to designate persons to whom or for whose benefit insurance money is to be payable.

IN THE EVENT OF AN *EMERGENCY*, YOU MUST CALL *GLOBAL EXCEL* IMMEDIATELY:

The *emergency* telephone numbers are listed on the back of the *medical assistance card* provided.

Global Excel must be contacted before *you* seek medical treatment. If *your* condition renders *you* unable to do so, then someone else must contact *Global Excel* immediately for *you*. Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted prior to receiving medical treatment or as soon as reasonably possible.

If *you* incur any expenses without prior approval by *Global Excel*, such expenses will be covered, except where the *policy* expressly requires the prior approval or authorization of *Global Excel*, on the basis of the *reasonable and customary costs* that would have been payable for such expenses by the *Insurer* in accordance with the terms and conditions of the *policy*. Such expenses may be higher than this amount, therefore *you* will be responsible for paying any difference between the amount *you* incur and the *reasonable and customary costs* reimbursed by the *Insurer*.

Participant Coverage

To be covered under the *policy* as a *participant*, you must meet the following eligibility requirements:

1. be covered under the government health insurance plan of *your* province or territory of residence;
2. be covered under the basic group extended health care plan of the *policyholder*;
3. be younger than the *termination age* specified in the Schedule of Benefits;
4. have *your* place of employment in Canada;
5. have *your* permanent residence in Canada;
and
6. a) if *you* are covered as an employee of the *policyholder*, you must also:
 - i. work the minimum number of hours per week specified in the Schedule of Benefits;
and
 - ii. have satisfied the eligibility period specified in the Schedule of Benefits;or
- b) if *you* are covered as a member of the *policyholder* who is other than an employer, you must also:
 - i. be a member in good standing of the *policyholder*; and
 - ii. be on the monthly list of members entitled to coverage provided to the *Insurer* by the *policyholder*.

Participant coverage will become effective on the later of:

1. the date the *policy* becomes effective; or
2. the date the *participant's* coverage becomes effective under the basic group extended health care plan of the *policyholder*.

Coverage for disabled employees or employees who are not *actively at work* on the date their coverage would normally become effective will become effective on the date the employee resumes active work.

Participant coverage will terminate immediately upon the first to occur of:

1. the date *you* cease to meet the above eligibility requirements for *participant* coverage;
2. the date the premium is due if the *policyholder* does not remit *your* premium to the *Insurer*, except where this is the result of clerical error; or
3. the date the *policy* is terminated.

Dependent Coverage

To be covered under the *policy* as a *dependent*, you must meet the following eligibility requirements:

1. be covered under the government health insurance plan of *your* province or territory of residence;
2. be covered as a *dependent* under the basic group extended health care plan of the *policyholder*; and
3. meet the definition of *dependent* in the *policy*.

Dependent coverage, if any, will become effective on the later of:

1. the date the *policy* becomes effective; or
2. the date the *dependent's* coverage becomes effective under the basic group extended health care plan of the *policyholder*,

but in no event prior to date the *participant's* insurance becomes effective.

Dependent coverage will terminate immediately upon the first to occur of:

1. the date the *dependent* ceases to meet the above eligibility requirements for *dependent* coverage;
2. the date the *participant's* coverage terminates, except if termination is due to the death of the *participant*, in which case *your* coverage will continue until the earlier of the expiry of two (2) years or the date *you* cease to meet the definition of *dependent* or reach the *termination age* specified in the Schedule of Benefits or remarry or die, provided the *policyholder* continues to make the required premium payments; or
3. the date the *policy* is terminated.

SECTION II — BENEFITS

Medical Referral

This *policy* covers expenses that are:

Reasonable and customary medical and transportation expenses for the *insured person* and an approved escort, to a lifetime maximum specified in the Schedule of Benefits, for a pre-approved *medical referral*, subject to the following conditions:

- a) The treatment must be unavailable where the *insured person* resides and located at least five hundred (500) kilometers from where the *insured person* resides.
- b) The *insured person's* attending Canadian *physician* and a specialist from a related medical field must recommend the treatment.
- c) Provided they are eligible for reimbursement in whole or in part, eligible medical expenses in excess of the *insured person's government health insurance plan* allowance are covered.
- d) Medical services and travel must take place within thirty (30) days of receiving approval from the *insured person's government health insurance plan*, unless the earliest possible treatment date exceeds thirty (30) days from the date of approval.
- e) All *medical referrals* must be submitted in writing to, and pre-approved by, *Global Excel*, along with supporting documentation.

Out-of-Province Medical Benefits

The *policy* covers expenses that are:

- incurred outside the province or territory of residence of the *insured person*;
- *medically necessary*;
- *reasonable and customary costs*;
- incurred as a result of an *emergency* due to sudden and unforeseen *sickness* and/or *injury* occurring during the *coverage period*;

- in excess of those covered by the *government health insurance plan* or other insurance under which you may have coverage; and
- legally insurable;

subject to the Overall Maximum per *insured person* specified in the Schedule of Benefits.

In the event of an *emergency*, the following benefits are payable under the *policy*. However, certain expenses, as specified below, are covered only if *you* obtain the prior approval of *Global Excel*.

1. **Hospital Accommodation:** Room and board costs up to the semi-private room rate charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive or coronary care unit are also covered. If coverage terminates for any reason during *your hospital* stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for *in-patient* stays be covered for a period greater than 365 days per *insured person*.
2. **Physician Charges:** Charges for treatment by a *physician*.
3. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending *physician* and that are part of the *emergency* treatment. The *policy* does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.
4. **Paramedical Services:** The services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist or osteopath, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, per *insured person*, per profession listed above, when approved in advance by *Global Excel*.
5. **Prescriptions:** Drugs, including injectable drugs, and sera that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when *medically necessary* for *emergency* treatment, except when needed to stabilize a chronic condition or a medical condition which *you* had before *your trip*. This benefit is limited to a 30-day supply per prescription, unless *you* are hospitalized.
6. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service to the nearest medical facility.
7. **Medical Appliances:** When approved in advance by *Global Excel*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician*, obtained outside *your province* or territory of residence and *medically necessary*.
8. **Private Duty Nurse:** The professional services of a registered private nurse, when *medically necessary* and while hospitalized, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, per *insured person*, when approved in advance by *Global Excel*.
9. **Emergency Air Transportation:** When approved and arranged in advance by *Global Excel*:
 - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for immediate *emergency* treatment;
 - b) transport on a licensed airline with an attendant (where required) to return *you* to *your province* or territory of residence for immediate *emergency* treatment.
10. **Transportation to Bedside:** When approved in advance by *Global Excel*, a single round-trip economy airfare from Canada plus up to the amounts specified in the Benefit Summary section of Schedule of Benefits for the cost of meals and commercial accommodation for one of the following: *spouse*, parent, child, brother, sister or business partner, to:

- a) be with *you* if *you* are travelling alone and have been hospitalized as the result of an *emergency*. To be payable, this benefit requires that *you* eventually be hospitalized as an *in-patient* for at least three (3) consecutive days outside *your* province or territory of residence and that the attending *physician* provide written certification that the situation was serious enough to warrant the visit; or
- b) identify the deceased *insured person* prior to the release of the body, where necessary.

The *Insurer* will only reimburse covered expenses evidenced by original receipts.

11. **Return of Travelling Companion:** If *you* are returned to *your* province or territory of residence under the *Emergency Air Transportation* benefit or the *Return of Deceased* benefit, the *Insurer* will reimburse the cost of a single one-way economy airfare for a travelling companion to return to Canada, when approved in advance by *Global Excel*.
12. **Treatment of Dental Accidents:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits per *insured person* for *emergency* dental treatment to repair natural, vital and sound teeth or permanently attached artificial teeth provided the *injury* was caused by an external, accidental blow to the mouth or face. *You* must consult a *physician* or dentist immediately following the *injury*. Treatment must begin during the *coverage period* and be completed prior to returning to *your* province or territory of residence. An *accident* report is required from a *physician* or dentist for claims purposes.
13. **Meals and Accommodation:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits per *participant*, for the cost of commercial accommodation and meals for the *participant* and/or any of his/her dependents when their *trip* is extended beyond the last day of the scheduled *trip* due to the *sickness* and/or *injury* suffered by an *insured person*. This benefit must be authorized in advance by *Global Excel*. The fact that *you* are unable to travel must be certified by the attending *physician* and supported with original receipts from commercial organizations.
14. **Vehicle Return:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits if neither *you*, nor someone travelling with *you*, are able to operate *your vehicle*, whether owned or rented, during *your trip* due to *sickness* and/or *injury*. Arrangements and payment will be made for the return of the *vehicle* to *your* home in *your* province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for a single person to return the *vehicle* when approved and/or arranged in advance by *Global Excel*. This benefit does not cover wages lost by the person driving *your vehicle*. The *Insurer* will only reimburse covered expenses evidenced by original receipts.
15. **Return of Deceased:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits towards the cost of preparation and transportation of the deceased *insured person* to their province or territory of residence in the event of death due to *sickness* and/or *injury*.

In the case of cremation and/or burial at the place of death of the *insured person*, this benefit is limited to \$2,500. The cost of the casket or urn is not covered.
16. **Incidental Expenses:** To the maximum specified in the Benefit Summary section of the Schedule of Benefits for *your* out-of-pocket expenses such as telephone charges, television rental and parking while *you* are hospitalized for an *emergency* and the expenses are incurred as a direct result of such hospitalization. The *Insurer* will only reimburse covered expenses evidenced by original receipts.

SECTION III — EXCLUSIONS

The *policy* does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Treatment or services normally covered or reimbursable under a *government health insurance plan* or under other insurance *you* might have (except under the terms of the *medical referral* benefit).
2. Any condition that existed prior to departure unless such pre-existing medical condition has been stable (i.e. no change in symptoms, no hospitalization, no change in condition, no new prescription drugs or prescribed change in treatment or medication) immediately prior to departure for the Pre-existing Condition Stability Period specified in the Schedule of Benefits.
3. Any *trip* booked or commenced contrary to medical advice or after *you* are diagnosed with *terminal illness*.
4. Any medical condition for which, prior to departure, medical evidence suggests a reasonable expectation that treatment or hospitalization could be required while travelling (except under the terms of the *medical referral* benefit).
5. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain and suffering or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such treatment. The delay to receive treatment in *your* province or territory of residence has no bearing on the application of this exclusion.
6. Treatment or surgery during a *trip* when the *trip* is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such *trip* is taken on the advice of a *physician*.
7. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by *Global Excel* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to *hospital*.
8. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.
9. Hospitalization or services rendered in connection with general health examinations for “checkup” purposes, treatment of an *ongoing condition*, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse or non-compliance with any prescribed medical therapy or treatment and medical treatment of an acute *sickness* and/ or *injury* after the initial *emergency* has ended (as determined by the Medical Director of *Global Excel*).
10. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless hospitalized.
11. *Emergency* air transportation and/or car rental unless approved and arranged in advance by *Global Excel*.
12. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
13. Treatment or hospitalization of mother or child as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the four (4) weeks before or after the expected delivery date.

14. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
15. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
16. Committing or attempting to commit an illegal act or a criminal act.
17. Suicide (including any attempt thereat) or self-inflicted *injury*, whether or not *you* are sane.
18. Service in the armed forces.
19. Participation in any sport as a professional athlete (for which *you* are remunerated), or in motorized or mechanically-assisted racing or speed contests (defined as an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event).
20. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
21. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in the *policy*, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
22. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by *Global Excel*.
23. The cost of any airline ticket covered under the *policy* where *your* ticket may be exchanged or used for the same purpose.
24. Crowns and root canals.
25. Treatment or services received in the province where *you* attend school or work on a full-time basis or in *your* home country, if *you* are a foreign student studying in Canada or a non-resident working in Canada.
26. An *accident* occurring while *you* were operating a motorized vehicle, vessel or aircraft, if *you*:
 - a) were under the influence of drugs or toxic substances, or
 - b) had a blood alcohol level higher than 80 milligrams of alcohol per 100 millilitres of blood, or
 - c) had a blood alcohol level higher than the legal limit in the location where the *accident* occurred.

SECTION IV — GENERAL PROVISIONS AND LIMITATIONS

1. **Notice to *Global Excel*:** In the event of a *sickness* and/or *injury* likely to give rise to an *emergency*, *you* must give immediate notice to *Global Excel*. Failure to do so may limit the benefits payable under the *policy*. If *you* incur any expenses without prior approval by *Global Excel*, such expenses will be covered, except where the *policy* expressly requires the prior approval or authorization of *Global Excel*, on the basis of the *reasonable and customary costs* that would have been payable for such expenses by the *Insurer* in accordance with the terms and conditions of the *policy*. Such expenses may be higher than this amount, therefore *you* will be responsible for paying any difference between the amount *you* incur and the *reasonable and customary costs* reimbursed by the *Insurer*.
2. **Transfer or Medical Repatriation:** During an *emergency* (whether prior to admission or during a covered hospitalization), the *Insurer* reserves the right to:

- a) transfer *you* to one of *Global Excel's* preferred health care providers, and/or
 - b) return *you* to *your* province or territory of residence for the medical treatment of *your* sickness and/or *injury* where this poses no danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by the Medical Director of *Global Excel*, the *Insurer* will be released from any liability for expenses incurred for such *sickness* and/or *injury* after the proposed date of transfer or return. *Global Excel* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.
3. **Limitation of Benefits:** Once *you* are deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of *Global Excel* or by virtue of discharge from a medical facility, *your* emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under the *policy*.
 4. **Misrepresentation and Non-Disclosure:** *Your* entire coverage under the *policy* shall be voidable if the *Insurer* determines, whether before or after loss, that *you* or the *policyholder* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning the *policy* or *your* interest therein, or if *you* or the *policyholder* refuse to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under the *policy*. Consequently and following a loss, no claim shall be payable by the *Insurer* and *you* shall be solely responsible for all expenses relating to *your* claim, including medical repatriation costs.
 5. **Subrogation:** If *you* suffer a loss covered under the *policy*, the *Insurer* is granted the right from *you* to take action to enforce all *your* rights, powers, privileges, and remedies, to the extent of benefits paid under the *policy*, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of medical expenses are available to *you*, regardless of fault, the *Insurer* is granted the right to make demand for, and recover, those benefits. If the *Insurer* institutes an action it may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action, in addition to providing the *Insurer* all information, cooperation and assistance the *Insurer* may reasonably require. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the *Insurer* so that the *Insurer* may safeguard its rights.

You shall take no action after a loss that will impair the rights of the *Insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.
 6. **Arbitration:** Notwithstanding any clause in the *policy*, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim.

The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *participant*. The parties agree that any action will be referred to arbitration.
 7. **Applicable Law:** The *policy* is governed by the law of the Canadian province or territory of residence of the *participant*. Any legal proceeding by the *insured person*, his heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *participant*.
 8. **Other Insurance:** This insurance is a second payer plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or

any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *Insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the *Insurer* will coordinate benefits only above this amount.

9. **Co-ordination and Order of Benefits:** If a person has coverage under another plan that does not provide for co-ordination of benefits, that plan will be considered primary carrier and will be responsible for making the initial payment. If the other plan does provide for co-ordination of benefits, the order of benefit will be as follows:

Participant and Dependent Spouse

The plan insuring the *participant* or the *participant's dependent spouse* as an employee/member pays benefits before the plan insuring the *participant* or the *participant's spouse* as a *dependent*.

Dependent Child

If the *dependent child* is insured as a *dependent* under the *participant's* and the *spouse's* plans, benefits will first be payable under the plan of the parent whose birthday comes first in the calendar year. The balance of eligible expenses can then be submitted to the plan of the other parent.

If both parents have the same birthday (month/day), the claims for children must be submitted to the plan in the alphabetical order of the parents' first names. When a person is insured under other group or individual policies or government plans, the benefits payable from all sources cannot exceed one hundred percent of expenses incurred.

10. **Rights of Examination:** To be entitled to payment of benefits provided under the *policy*, the *participant*, on his own behalf and on behalf of his *dependents* hereby authorizes any *physician*, health professional, *hospital*, institution and any other organization to forward to the *Insurer* or its representatives, all information, reports or documents that they may require.

The *participant* hereby authorizes the *Insurer* to communicate directly with any *physician*, health professional, *hospital*, institution or other organization to obtain any information required for the assessment of claims and hereby relieves the persons concerned of all legal responsibility which could arise from the disclosure of such information.

In the event of death, the *Insurer* will require that a death certificate be filed with the claim. Furthermore, the *Insurer* has the right to request an autopsy and review any autopsy report, if not prohibited by law.

11. **Limitation Period:** 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 (British Columbia, Alberta and Manitoba). 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 (Ontario), or other applicable legislation.

12. **Availability and Quality of Care:** Neither the *Insurer* nor *Global Excel* shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the vacation destination, or *your* failure to obtain medical treatment during the *coverage period*.

13. **Evidence of Age:** The *Insurer* reserves the right to request proof of age of any *insured person*.
14. **Assignment:** Benefits under the *policy* may not be assigned.
15. **When Money Payable:** All money payable under the *policy* shall be paid by the *Insurer* within sixty (60) days after it has received proof of claim.
16. **Continuance of Individual Coverage During Absence from Work:** If a *participant* is absent from work due to disability, temporary lay-off, authorized leave of absence, strike or any other work stoppage, the insurance will be continued as long as the *participant* remains covered under the *policyholder's* basic group extended health care plan.
17. **Examination of the *policy*:** The *policy*, including any endorsements, will be kept at the office of the *policyholder*. You may consult the *policy* during the regular business hours of the *policyholder*.

SECTION V — AUTOMATIC EXTENSION OF COVERAGE PERIOD

The *coverage period per trip* will automatically be extended up to 72 hours, provided the *participant* has not reached the *termination age*, if:

- a) You are hospitalized due to a medical *emergency* on the last day of coverage. Your coverage will remain in force for as long as you are hospitalized and the 72-hour extension commences upon release from *hospital*;
- b) a late train, boat, bus, plane, or other *vehicle* in which you are a passenger causes you to miss your scheduled return to your province or territory of residence (including by reason of weather);
- c) the *vehicle* in which you are travelling is involved in a traffic *accident* or mechanical breakdown that prevents you from returning to your province or territory of residence on or before your return date;
- d) You must delay your scheduled return to your province or territory of residence due to a medical *emergency*.

All claims incurred after your original scheduled return date must be supported by documented proof of the event resulting in your delayed return.

SECTION VI — INTERNATIONAL ASSISTANCE SERVICE

Global Excel is available to take your calls 24 hours a day, 7 days a week.

Emergency Call Centre — No matter where you travel, professional assistance personnel are ready to take your call. *Global Excel* can also provide you with Canada Direct instructions and codes so that you only deal with Canadian telephone operators.

Referrals — *Global Excel* can refer you to the preferred medical providers (*hospitals*, clinics and *physicians*) that are closest to where you are staying. With a referral, it is less likely that you will have to pay for services out of pocket.

Benefit Information — Explanation of your coverage is available to you and to the medical providers who are treating you.

Medical Consultants — *Global Excel's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, *Global Excel* will help you return to Canada for the care you need.

Urgent Message Relay — In the event of a medical *emergency*, *Global Excel* will contact your travelling companion to keep him/her advised of your medical situation and will help you exchange important messages with your family.

Interpretation Service — *Global Excel* can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

Direct Billing — Whenever possible, *Global Excel* will instruct the *hospital* or clinic to bill the *Insurer* directly.

Claims Information — *Global Excel* will answer any questions *you* have about the eligibility of *your* claim, standard verification procedures and the way that the benefits under the *policy* are administered.

SECTION VII — DEFINITIONS

“Accident” means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

“Actively at Work” means the employee is physically and mentally capable of doing each and every function of his/her occupation, on the basis of the minimum number of hours worked per week specified in the Schedule of Benefits. If an employee is not actively at work due to vacation, holidays, a non-scheduled working day, maternity or parental leave, then actively at work means the capability to perform the employee's normal duties at the employee's normal place of employment on the same basis as the employee who is actively at work.

“Coverage Period” means the number of consecutive days specified in the Schedule of Benefits during which *you* are covered under the *policy* when *you* take a *trip* and which is calculated as of the commencement date of *your trip*.

“Dependent” means the *spouse* and the unmarried child of the *participant* or *spouse*, who is under the age limit specified in the Schedule of Benefits, is dependent on the *participant* for support and is not employed on a full-time basis. A dependent child who is physically or mentally disabled and totally dependent on the *participant* for support will continue to be eligible provided he/she was covered as a dependent under the *policy* before attaining such age limit.

“Emergency” means the occurrence of a *sickness* and/or *injury* during the *coverage period* that requires immediate *medically necessary* treatment for the relief of acute pain or suffering, other than experimental or alternative treatment, and such treatment cannot be delayed until *your* return to Canada.

“Global Excel” and **“Global Excel Management Inc.”** mean the company appointed by the *Insurer* to provide medical assistance and claims services under the *policy*.

“Government Health Insurance Plan” means the health care coverage provided by Canadian provincial and territorial governments to their residents.

“Hospital” means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and *in-patient* care. The term “hospital” does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, or drug or alcohol abusers.

“Immediate Family Member” means *your spouse*, son, daughter, father, mother, brother, sister, stepson, stepdaughter, stepfather, stepmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandfather or grandmother.

“Injury” means any unexpected and unforeseen harm to the body that is caused by an *accident*, that *you* sustained during the *coverage period* and that requires *emergency* treatment that is covered by the *policy*.

“In-patient” means a patient who occupies a *hospital* bed for more than twenty-four (24) hours for medical treatment and for which admission was recommended by a *physician* when *medically necessary*.

“Insurer” means Royal & Sun Alliance Insurance Company of Canada.

“Medical Assistance Card” means the card provided to the *participant* and on which the following information is shown: name of the *policyholder*, *policy* number, *coverage period per trip* and *emergency* telephone numbers.

“Medical Referral” means a written recommendation by the *insured person’s* attending *physician* and attending specialist for *medically necessary* treatment that is not available within five hundred (500) kilometers of where the *insured person* resides and the *government health insurance plan* has agreed to reimburse eligible medical expenses for this treatment.

“Medically Necessary”, in reference to a given service or supply, means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting the condition of the *insured person* or quality of medical care;
- d) cannot be delayed until the *insured person* returns to his province or territory of residence.

“Ongoing Condition” means an acute *sickness* and/or *injury* that requires continuing care and/or treatment after the initial *emergency* has ended as determined by the Medical Director of *Global Excel*.

“Participant” means an employee or a member whom the *policyholder* identifies as being entitled to coverage under the *policy* and for whom the *policyholder* has paid the required premium.

“Physician” means a medical practitioner whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he or she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his or her licensed authority. A physician must be a person other than *you* or *your immediate family member*.

“Policy” means the group travel *emergency* medical insurance contract issued to, and on file with, the *policyholder*, bearing the *policy* number specified in the Schedule of Benefits.

“Policyholder” means the company or organization specified in the Schedule of Benefits and to which the *policy* is issued.

“Reasonable and Customary Costs” means costs that are incurred for approved, covered medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* and/or *injury*.

“Sickness” means a disease or disorder of the body that results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of medical treatment.

“Spouse” means the person to whom the *participant* is legally married or with whom he has been residing for the cohabitation period specified in the Schedule of Benefits.

“Terminal Illness” means *you* have a condition that is cause for the *physician* to estimate that *you* have less than six (6) months to live.

“**Termination Age**” means the age specified in the Schedule of Benefits at which the *participant’s* coverage terminates. Dependents beyond the termination age may be covered provided that the *participant* has not yet reached the termination age.

“**Terrorism**” means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

“**Trip**” means a journey that *you* undertake which commences on the date of *your* departure from *your* province or territory of residence and ends when *you* return to *your* province or territory of residence.

“**Vehicle**” means any automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 11 meters (36 feet in length), used exclusively for the transportation of passengers other than for hire, in which the *insured person* is a passenger or driver during the *trip*.

“**You**”, “**Your**” and “**Insured Person**” mean any one of the *participant* or the *participant’s* dependents covered under the *policy*.

SECTION VIII — CLAIMS

Notice and Proof of Claim

In the event that *Global Excel* is not contacted immediately, the *insured person*, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a) give written notice of claim by delivery thereof or by sending it by registered mail to *Global Excel* not later than thirty (30) days from the date the claim arises under the *policy*;
- b) within ninety (90) days from the date a claim arises under the *policy*, furnish *Global Excel* such proof of claim as is reasonably possible in the circumstances of the *emergency* giving rise to the claim 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 required by *Global Excel*, provide a satisfactory certificate stating the cause for which the claim is made and the duration of the disability, if applicable.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the prescribed period above does not invalidate the claim if the notice or proof is given or furnished as soon as is reasonably possible, and in no event later than one (1) year from the date of *injury* or the date a claim arises under the *policy* on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Insurer to Furnish Forms For Proof of Claim

Global Excel, on behalf of the *Insurer*, shall furnish forms for proof of claim within fifteen (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 *emergency* giving rise to the claim.

Claims Procedures

You are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, *you* must:

- a) include the *policy* number, the patient's name (married and maiden, if applicable), date of birth, and Canadian provincial or territorial *government health insurance plan* number with its expiry date or version code (if applicable);
- b) submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*;
- c) provide the original prescription drug receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost;
- d) provide proof of the departure date(s) and return date(s);
- e) provide written proof of claim within ninety (90) days of the date of receipt of services covered under the *policy*;
- f) provide additional information pertinent to *your* claim, as may be required by *Global Excel* after receipt of *your* claim;
- g) sign and return the authorization form, provided by *Global Excel*, allowing the *Insurer* to recover payment from the Canadian provincial or territorial *government health insurance plan*. The *Insurer* will coordinate and pay *your* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on *your* behalf; and
- h) return the unused portion of *your* air ticket to *Global Excel* if the *Emergency Air Transportation* benefit is used.

All amounts in the plan are in Canadian currency unless otherwise indicated. If *you* have paid a covered expense in a currency other than Canadian currency, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

Any information not provided may result in a delay in processing *your* claim.

All pertinent documents should be sent to:



GlobalExcel

Global Excel Management Inc.

73 Queen St.

Sherbrooke, Québec

J1M 0C9

Tel.: 1-866-870-1898 (toll free) or 819-566-1898 (collect) during business hours (EST)

PROTECTING YOUR PRIVACY

For privacy information, please see www.rsagroup.ca, or call 1-800-716-4339.

We at RSA recognize and respect every individual's right to privacy. When *you* apply for benefits, we establish a confidential file of *your* personal information. We use the information to administer the benefit plan under which *you* are covered. This includes many tasks, such as:

- Determining *your* eligibility for coverage under the plan;
- Assessing *your* claims and providing *you* with payment;
- Managing *your* claims;
- Verifying and auditing eligibility and claims; and
- Underwriting activities, such as determining the cost of the plan and analyzing the design options of the plan.

We limit access to information in *your* file to staff, to persons authorized by us who require it to perform their duties, to persons to whom *you* have granted access, and to persons authorized by law. We may also exchange information, when necessary to administer the benefit plan, with *your* health care provider, other insurance and reinsurance companies, and *your* plan administrator.

IDENTIFICATION OF INSURER



In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

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