



UNIVERSITY OF
WESTERN ONTARIO
FACULTY ASSOCIATION

GROUP TRAVEL TOP-UP PLAN



CERTIFICATE OF GROUP INSURANCE

PLAN NAME

UWOFA Group Travel Top-Up Plan

POLICY NUMBER

MGWB0000001

POLICYHOLDER

Name University of Western Ontario Faculty Association (UWOFA)

Address 1201 Western Rd, Elborn College, Room 2120, London, ON, N6G 1H1

Phone number +1 519-661-3016

Email address(es) uwofa@uwo.ca
uwofamso@uwo.ca

EFFECTIVE DATE

January 1, 2022

EXPIRY DATE

December 31, 2022

INSURER

MSH International / Certain Lloyd's Underwriters

This certificate, the application, policy document, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.



Schedule of benefits

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 insured person | \$5,000,000 per <i>coverage period</i> |
| Deductible | \$200,000 per <i>emergency</i> |
| Description of classes | Class A: All eligible active full-time employees under age 70 Class B: All eligible active part-time employees under age 70 |
| Work hours required | Minimum of 0 hours per week |
| Eligibility period | Class A: As per the UWOPA Collective Agreement Class B: As per the UWOPA Collective Agreement |
| Termination age | 70 |
| Common law <i>spouse</i> cohabitation period | Continuous cohabitation for the last 12 months |
| Age limits for <i>dependent</i> children | Under age 25, or with no age restriction if a full-time student at a recognized educational institution |
| Pre-existing condition stability period | None |
| Coverage period | 180 days per <i>trip</i> |





Benefit summary

Refer to the **Benefits** section for more details

| | |
|---------------------------------------|---|
| <i>Hospital accommodation</i> | <i>Reasonable and customary costs</i> |
| <i>Physician charges</i> | <i>Reasonable and customary costs</i> |
| <i>Diagnostic services</i> | <i>Reasonable and customary costs</i> |
| <i>Paramedical services</i> | \$250 per profession |
| <i>Prescription drugs</i> | 30-day supply per prescription |
| <i>Ambulance services</i> | <i>Reasonable and customary costs</i> |
| <i>Medical appliances</i> | <i>Reasonable and customary costs</i> |
| <i>Private duty nurse</i> | Up to \$5,000 |
| <i>Emergency air transportation</i> | <i>Reasonable and customary costs</i> |
| <i>Transportation to bedside</i> | Economy round-trip airfare plus up to \$150 per day to a maximum of \$3,000 for meals and accommodation |
| <i>Return of travelling companion</i> | One-way economy airfare |
| <i>Treatment of dental accident</i> | Up to \$2,000 |
| <i>Meals and accommodation</i> | Up to \$150 per day to a maximum of \$3,000 per <i>trip</i> |
| <i>Vehicle return</i> | Up to \$5,000 |
| <i>Return of deceased</i> | Up to \$5,000 |
| <i>Incidental expenses</i> | Up to \$250 |



Policy wording

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UWOFA GROUP TRAVEL TOP-UP PLAN



Emergency assistance

In the event of an *emergency* or if *you* experience medical signs or symptoms or require medical treatment, *you* must contact MSH Assistance immediately at:

+1 (800) 366 0875
toll-free from Canada & the USA

+1 (416) 987 4047
collect where available

mshassistance@mshassistance.com

It is *your* responsibility to ensure that MSH Assistance has been contacted prior to receiving treatment. *Your* benefits will be limited to 80% of eligible expenses to a maximum of \$25,000 if *you* fail to do so, other than in extreme circumstances when treatment is required to resolve a life threatening medical crisis.

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. *MSH Assistance* provides medical assistance and claims services under the *policy*.

IN THE EVENT OF AN EMERGENCY, YOU MUST CALL MSH ASSISTANCE IMMEDIATELY:

The emergency telephone numbers are listed on the back of the *medical assistance card* provided. *MSH Assistance* must be contacted before *you* seek medical treatment. If *your* condition renders *you* unable to do so,

then someone else must contact *MSH Assistance* immediately for *you*. Do not assume that someone will contact *MSH Assistance* on *your* behalf. It remains *your* responsibility to ensure that *MSH Assistance* has been contacted prior to receiving medical treatment or as soon as reasonably possible.

If *you* incur any expenses without prior approval by *MSH Assistance*, such expenses will be covered, except where the *policy* expressly requires the prior approval or authorization of *MSH Assistance*, 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*.

Individual coverage - Eligibility, effective date and termination

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*.

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 *you* cease 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.

Benefits

The *policy* covers expenses that are:

- incurred outside the province or territory of residence of the *insured person*;
- in excess of the *deductible* specified in the Schedule of Benefits;
- *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.

This *policy* has a *deductible*, amount specified in the Schedule of Benefits, per *emergency* for eligible expenses. *You* pay 100% of eligible expenses up to this *deductible* limit. The *percentage of reimbursement* will then be

100% of eligible expenses after the *deductible* has been satisfied. Under no circumstances will the *insurer* be responsible for any eligible expenses up to the *deductible* amount 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 *MSH Assistance*.

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 *MSH Assistance*.

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 *MSH Assistance*.

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 *MSH Assistance*, 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 *MSH Assistance*.

9. Emergency Air Transportation

When approved and arranged in advance by *MSH Assistance*.

- 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 *MSH Assistance*, 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, sibling 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 Travel 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 travel companion to return to Canada, when approved in advance by *MSH Assistance*.

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 their *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 *MSH Assistance*. 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 *MSH Assistance*. 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.

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.
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, no 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 a *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.
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 *MSH Assistance* 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 *MSH Assistance*.
9. *Hospitalization* or services rendered in connection with general health examinations for “check-up” purposes, treatment of an *ongoing condition*, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care 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 *MSH Assistance*).
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 *MSH Assistance*.
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 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 *MSH Assistance*.

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. Medication, drugs or toxic substance abuse or overdose (whether or not *you* are sane); alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams per 100 milliliters of blood.

General provisions and limitations

1. Notice to MSH Assistance

In the event of a *sickness* and/or *injury* likely to give rise to an *emergency*, *you* must give immediate notice to *MSH Assistance*. Failure to do so may limit the benefits payable under the *policy*. If *you* incur any expenses without prior approval by *MSH Assistance*, such expenses will be covered, except where the *policy* expressly requires the prior approval or authorization of *MSH Assistance*, 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 *MSH Assistance'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 *MSH Assistance*, 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. *MSH Assistance* 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 *MSH Assistance* 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*, their 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 their own behalf and on behalf of their *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 of Actions

An action or proceeding against the *insurer* for the recovery of a claim under the *policy* shall not be commenced more than one (1) year (two (2) years in the Northwest Territories, three (3) years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.

12. Availability of Care

Neither the *insurer* nor *MSH Assistance* 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 due 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*.

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 inclement weather);

- c. the private automobile 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.

International assistance service

In the event of an *emergency*, you must contact **MSH Assistance** immediately at:

+1 (800) 203 8508
toll-free from Canada & the USA

+1 (416) 646 3107
collect where available

mshassistance@mshassistance.com

Emergency Call Centre — No matter where *you* are, professional assistance personnel are ready to take *your* call 24 hours a day, 7 days a week.

Referrals — *MSH Assistance* can refer *you* to nearby medical providers (*hospitals*, clinics and *physicians*).

Interpretation Service — *MSH Assistance* can connect *you* to a foreign language interpreter when required for *emergency* services.

Benefit Information — Explanation of this *policy* is available to *you* and to the medical providers who are treating *you*.

Medical Consultants — *MSH Assistance's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*.

Urgent Message Relay — In the event of a medical *emergency*, *MSH Assistance* will contact *your travel companion* to keep them advised of *your* medical situation and will help *you* exchange important messages with *your* family.

Direct Billing — Whenever possible, *MSH Assistance* will instruct the *hospital* or clinic to bill *MSH Assistance* directly.

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

MSH Assistance must be contacted before *you* seek *medical treatment*. If *your* condition renders *you* unable to do so, then someone else must contact *MSH Assistance* immediately on *your* behalf. It is *your* responsibility to ensure that *MSH Assistance* has been contacted prior to receiving *medical treatment* or as soon as reasonably possible.

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 their 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*.

Deductible means the amount of eligible medical *emergency* expenses under this *policy* that must be incurred and paid by *you* before benefits are payable by the *insurer*.

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 they were 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.

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* available 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*, child, parent, sibling, stepchild, stepparent, parent-in-law, child-in-law, sibling-in-law, grandchild, or grandparent.

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 whom admission was recommended by a *physician* when *medically necessary*.

Insurer means certain Lloyd's underwriters who provide this insurance.

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.

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 their province or territory of residence.

MSH Assistance means the company appointed by the *insurer* to provide medical assistance and claims services under the *policy*.

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 *MSH Assistance*.

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.

Percentage of Reimbursement means the percentage of eligible expenses under this *policy* which is payable by the *insurer*.

Physician means a medical practitioner whose legal and professional standing within their jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which they practice, who prescribes drugs and/or performs surgery and who gives medical care within the scope of their 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 they have 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*.

Claims

Notice and Proof of Claim

In the event that *MSH Assistance* 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 *MSH Assistance* 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 *MSH Assistance* 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, their age and the age of the beneficiary, if relevant; and

- c. if required by *MSH Assistance*, 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

MSH Assistance, 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 they 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 *MSH Assistance* after receipt of your claim;
- g. sign and return the authorization form, provided by *MSH Assistance*, 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 *MSH Assistance* if the Emergency Air Transportation benefit is used.

All sums 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:

MSH Assistance
150 King Street West, Suite 602 - PO Box 75
Toronto, ON, M5H 1J9

Identification of insurer

LLOYD'S

Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

MSH INTERNATIONAL (CANADA) LTD.,
Suite 602, 150 King St West, Toronto, Ontario,
Canada M5H 1J9

Claims administered by:

MSH Assistance
150 King Street West, Suite 602, PO Box 75
Toronto, Ontario, Canada M5H 1J9



