

**IN THE EVENT OF AN EMERGENCY: You must call *Ontime Care* immediately:**

From Canada and the U.S., call TOLL FREE  
**1-888-988-3268**

From anywhere call COLLECT  
**+1-905-918-0188**

Do not assume that someone will contact *Ontime Care* on *your* behalf. It remains *your* responsibility to ensure that *Ontime Care* has been contacted prior to receiving treatment or as soon as reasonably possible.

## Section I Important Notice

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.

3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to your trip. Check to see how this applies in your policy and how it relates to your effective date. In the event of an *accident, injury or sickness*, your prior medical history will be reviewed after a claim has been reported.
4. All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

## Section II Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

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

**Administrator Company** means JF Insurance Agency Group Inc., appointed by the Insurer to administer this JF Royal Visitor Insurance plan.

**Assistance Company** means either *Ontime Care Worldwide Inc.* or *World Travel Protection Inc.*, the companies appointed by the Insurer to provide emergency assistance, case management and claims handling services.

**Child(ren)** means a dependent and unmarried child of the *insured* or his/her *spouse*, who is at least 15 days old and under 21 years of age on the date of purchase, or a child of any age over 15 days who has a permanent physical impairment or a permanent mental deficiency on the date of purchase and who is dependent on *you* for support.

**Country of Origin** means the country for which the *insured person* holds a passport. Where the *insured person* holds more than one passport, the country of origin will be taken to mean the country that the *insured person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one country of origin for the *family*, which will be the country of origin declared on the application.

**Deductible** means the amount (if applicable) in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured person*, per covered trip.

**Emergency** means that you require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness or injury* occurring while on a covered trip and that such *medical treatment* cannot be delayed until your return to your *country of origin*.

**Family** means you and/or your *spouse* and your *child(ren)* when your names appear on the application or confirmation of insurance. Coverage dates are the same for all family members. All family members must live at the same address while in Canada.

**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/or medical and surgical treatment of a *sickness or injury* in the acute phase, or active treatment of a chronic *sickness*; 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, or a facility operated mainly as a clinic, extended or palliative care facility rehabilitation facility, addiction treatment centre or health spa.

**Hospitalization or Hospitalized** means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

**Immediate Family Member** means your mother, father, sibling, *child, spouse, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law*.

**Injury** means unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a covered trip and which requires immediate *emergency* treatment that is covered by this policy.

**Insured, Insured Person, You, Your and Yourself** means any eligible person who is named on the application or the confirmation of insurance.

**Medical Treatment** means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

**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 your condition or quality of medical care; and
- d) cannot be delayed until your return to your country of origin.

**Ontime Care** means *Ontime Care Worldwide Inc.*, the company appointed by the Insurer to provide emergency assistance and claims services.

**Paramedical Practitioner** means a legally qualified chiropodist, chiropractor, osteopath, physiotherapist or podiatrist who is lawfully entitled to practice in the state, province or territory in which the treatment is provided, and who is practicing within the scope of his/her licensed authority. Your paramedical practitioner must be a person other than yourself or an immediate family member.

**Physician** means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices.. A physician must be a person other than yourself or an immediate family member.

**Pre-Existing Medical Condition(s)** means any medical condition, *sickness or injury* for which at any time prior to the effective date, you have experienced symptoms, you have received medical care, advice, investigation or *medical treatment*, you have been hospitalized, you have been prescribed (including prescribed as needed) or have taken medication, or you have undergone a medical surgical procedure.

**Reasonable and Customary Costs** means costs that are incurred for approved, eligible medical services or supplies and 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 or injury*.

**Sickness** means a disease or disorder of the body which 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 you are legally married or with whom you have been residing with in a common-law relationship for at least the last 12 months.

**Stable Pre-Existing Medical Condition** means:

- a) A condition which is under treatment and has been controlled by diet or consistent use of medication prescribed by a *physician* and for which in the 120 days prior to the effective date of this policy there has been:
  - i. no new symptoms, more frequent or severe symptoms or symptoms which remain undiagnosed;
  - ii. no *hospitalization* or referral to a specialist;
  - iii. no change in treatment, medication or dosage (a reduction in dosage or an elimination of medication or treatment resulting from an improved health condition, approved by a *physician*, does not constitute a change in treatment, medication or dosage).
- b) A condition that existed more than 120 days prior to the effective date and which did not require treatment, as determined by a *physician*, during the 120 days prior to the effective date of this policy.

**Sum Insured** means the maximum sum payable (either \$10,000, \$15,000, \$25,000, \$50,000, \$100,000, \$150,000) that you have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

**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 groups(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.

## Section III Eligibility

To be eligible for coverage under this plan, the applicant must:

1. be a visitor to Canada, a person with a Canadian work visa or super visa, an immigrant to Canada or a Canadian resident, who is not eligible for a provincial or territorial government health insurance plan in Canada;
2. not have been in Canada for more than 2 consecutive years prior to the policy effective date;
3. be at least 15 days of age on the date of purchase;
4. not be travelling against the medical advice of a *physician* and/or have been diagnosed with a terminal

illness. A terminal illness means that you have a medical condition that is cause for a *physician* to estimate that you have less than 6 months to live or for which palliative care has been received.

5. not have a kidney disease requiring dialysis;
6. not have Congestive Heart Failure, AIDS or require the use of home oxygen;
7. not be experiencing new or undiagnosed symptoms and/or know of any reason to seek medical attention.

**Note:** Your *spouse* and/or *child(ren)* must also meet all the criteria to be eligible for *family* coverage under this plan.

## Section IV Insurance Agreement

### A. The Contract

1. This contract offers coverage up to the **sum insured selected**. This policy, the application and the confirmation of insurance constitute your contract of insurance.
2. The Insurer reserves the right to decline any application or any request for an extension of coverage.
3. The plan type purchased and the **sum insured selected** cannot be changed after the effective date indicated on your confirmation of insurance.
4. Only one policy can be issued to you and all premiums paid for any additional policy will be returned to you. When more than one policy of this form is issued by the Insurer and is in force with respect to you at the time of claim, only one such policy, the earliest by effective date, will apply.

### B. Duration of Coverage

1. The maximum period of coverage under this plan (including any extension(s)) is 365 days. No coverage is available in excess of these periods either by extension, renewal or new policy for any insured, unless pre-approved by the Administrator Company.
2. A temporary visit to another country as part of your covered trip must:
  - a) Originate and terminate in Canada;
  - b) Not exceed 49% of your covered trip's duration;
  - c) A temporary visit to your country of origin is not covered (coverage ceases and then resumes when you return to Canada provided you are still eligible for coverage).
3. **Effective Date** - Your insurance policy commences on the latest of:
  - a) the time and date you apply for and pay for this insurance;
  - b) 12:01 a.m. (local time) on the effective date as shown on your application or confirmation of insurance; or
  - c) the specific time and date of your arrival in Canada. Proof of your time and date of arrival may be required.

**Exception:** When this policy is purchased prior to leaving your country of origin and, provided the appropriate premium is paid, coverage will commence on the date of departure from your country of origin (date indicated on your plane ticket) for your uninterrupted trip to Canada.

### 4. Waiting Period

When coverage is purchased after your arrival in Canada, the following waiting periods apply:

- a) **Age 85 or under:**
  - i. If age 85 or under and coverage is purchased within 30 days after arrival in Canada, then in respect of any sickness, you will not be entitled to receive reimbursement for sickness or symptoms which manifested or were contracted or treated within 48 hours following the effective date of this policy.
  - ii. If age 85 or under and coverage is purchased more than 30 days after your arrival in Canada, then in respect of any sickness, you will not be entitled to receive reimbursement for sickness or symptoms which manifested or were contracted or treated within 7 days following the effective date of this policy.
- b) **Age 86 or over:**
  - i. If age 86 or over and coverage is purchased at any time after your arrival in Canada, then in respect of any sickness, you will not be entitled to receive reimbursement for sickness or symptoms which manifested or were contracted or treated within 15 days following the effective date of this policy.
  - c) The Waiting Period may be waived if this policy:
    - i. is purchased on, or prior to, the expiry date of an existing JF Royal Visitor Insurance policy already issued by the Administrator Company to take effect on the day following such expiry date, provided no increase in the aggregate policy limit (Sum Insured option) or rate schedule change is applied for;
    - ii. the Administrator Company specifically waives or modifies the waiting period in writing; or
    - iii. If you have coverage with another insurer during the first part of your trip in Canada, and you are purchasing this insurance after your arrival in Canada and there will be no gap in your coverage, you may request to have the waiting period waived. You must provide proof satisfactory to the Administrator Company that you have other coverage in force prior to purchasing this policy and receive written approval from the Administrator Company.

### 5. Stable Pre-Existing Medical Condition Coverage

- a) Stable pre-existing medical condition(s) are covered for insureds age 69 or younger.
  - b) Stable pre-existing medical condition(s) are eligible for coverage for insureds age 70 to 85 if you paid the required premium for the stable pre-existing medical condition coverage option on the date of purchase.
  - c) Pre-existing medical condition(s) are not covered for insureds age 86 or older.
6. **Expiry Date** - Coverage under this plan terminates on the earliest of:
    - a) 11:59 p.m. (local time) on the expiry date indicated on the application or policy confirmation;
    - b) 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment;
    - c) the date you become eligible for a provincial or territorial insurance plan in Canada; or
    - d) the date and time you leave Canada with no intention to return back to Canada during the policy period;
    - e) the date and time you arrive in your country of origin for a temporary return to your country of origin with the intention of returning to Canada during the policy period (coverage ceases and resumes when you return to Canada provided you are still eligible for coverage, premium will not be refunded or reissued).

**C. Automatic Extension of Coverage** - Upon notifying the Assistance Company, coverage will be extended automatically, without additional premium, for up to 72 hours if your stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:

- a) you are hospitalized due to an emergency on the expiry date indicated on your confirmation of insurance. Your coverage will remain in force as long as you are hospitalized and the 72-hour extension will commence 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 country of origin, including by reason of indement 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 country of origin;
- d) you must delay your scheduled return to your country of origin because you are not deemed medically stable to travel by the Assistance Company.

**Note:** All claims incurred after the expiry date of your insurance policy must be supported by documented proof of the event resulting in your delayed return. This benefit does not include costs associated with flight change.

### D. Optional Extensions - Coverage under this policy can be extended provided that:

- e) a claim has not been made under this policy;
- f) you have not experienced any changes in your health since your effective date or departure date;
- g) you remain eligible for insurance;
- h) the request for the extension is received prior to the expiry date of your coverage;
- i) the required premium is charged to your credit card.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on the total trip duration, the age of the insured on the purchase date of the extension and using the premium schedule in effect at the time the extension is requested.

### E. Premium Payment - The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies. The premium is based on your age as of the purchase date. The family rate is calculated as two times the premium for the eldest adult age 60 or under.

If the premium paid is insufficient for the period of coverage selected, the Administrator Company will:

- a) charge and collect any underpayment; or
- b) shorten the policy period by written endorsement if an underpayment in premium cannot be collected. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of your payment exists.

### F. Family Coverage - Your policy provides coverage for you and your spouse, both age 60 or under, and your child(ren) named on the application. If:

- a) coverage dates are the same for all family members;
- b) all family members live at the same address while in Canada; and
- c) the premium for family coverage is paid prior to the effective date of the policy, as shown on the application or confirmation of insurance.

### G. Premium Refunds

1. If cancellation of your policy is requested prior to the effective date of your policy, the full premium will be refunded.
2. If termination of your policy is requested because you must return to your country of origin prior to your scheduled return date, a partial amount (less an administration fee of \$40 per insurance policy) of the premium paid may be refunded, provided no claim has been incurred at any time during your trip.

### For policies with coverage of \$100,000 or over and with a duration of one year:

1. If cancellation is requested prior to the effective date of your policy, you must provide evidence of a Super Visa rejection letter from the government for a full premium refund. No refund will be made if the primary reasons of rejection are due to the following: 1) client did not complete the medical examination; 2) client did not complete and interview; 3) client did not provide required documents needed for the Super Visa application.
2. If termination of your policy is requested after the effective date, you must provide evidence of a boarding pass and e-ticket from the airline for a partial premium refund. There must be no claims incurred at any time during the policy period. An administration fee of \$40 per insurance policy applies.

**Note:** Requests for refunds must be made in writing within 90 days of your policy expiry date to the Administrator Company. If the Administrator Company receives satisfactory proof (e.g. airline ticket or customs/immigration stamp) of your actual return date to your country of origin, your refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of your written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

### H. Coverage Offered - This plan provides coverage for the reasonable and customary costs incurred by you in case of emergency occurring while in Canada or while on a temporary visit to another country (other than your country of origin) provided you spend at least 51% of your covered trip's duration in Canada.

The Insurer will pay such eligible expenses, less any applicable deductible, up to the amount shown in the schedule of fees set by the government health insurance plan in your province or territory of residence for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the sum insured insofar as such services are medically necessary. Benefit limits are per insured person, per trip including any extensions.

**Deductible:** For insured persons age 85 or younger, there is no deductible unless you selected the \$100, \$1,000 or \$3,000 deductible option. A deductible of \$500 applies to insured persons age 86 or older. Deductibles apply per insured person, per trip.

If you select the Disappearing Deductible option as indicated on your confirmation of insurance a \$2,500 deductible amount applies per claim to each sickness-related claim when eligible expenses, per claim, are \$2,500 or less. If the sickness-related claim amount is in excess of \$2,500 per claim, the deductible amount is waived and eligible expenses will be reimbursed back to the first dollar. Any deductible for accident related claims will not be affected.

## Section V Benefits

### 1. Hospital Accommodation:

- a) Reasonable and customary costs up to the ward rate or coronary care or intensive care unit where medically necessary;
- b) Treatments on an outpatient basis in a hospital.

### 2. Physician Charges: Medical treatment by a physician, surgeon, anaesthetist or registered graduate nurse (other than an immediate family member).

3. **Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending physician due to an emergency. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac

## Section V Benefits (continued)

- catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by the Assistance Company
- Private Duty Nursing:** The professional services of a registered private nurse (other than by an immediate family member) as the result of a covered emergency, when medically necessary while hospitalized, when ordered by the attending physician and approved in advance by the Assistance Company.
  - Ambulance Services:** When reasonable and medically necessary, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest hospital.
  - Prescription Drugs:** Up to \$500, limited to a 30-day supply per prescription, unless you are hospitalized, drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when required as a result of an emergency. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of emergency.
- Note:** To file a claim, you must provide original receipts issued by the pharmacist, physician or hospital, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing physician.
- Medical Appliances:** When prescribed by a physician and approved in advance by the Assistance Company, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.
  - Paramedical Services:** Treatment provided by a paramedical practitioner up to a maximum of \$500, provided such treatment is prescribed by a physician and approved by OnTime Care.
  - Acupuncture Treatment:** When a 365-day JF Royal Visitor Insurance policy is purchased, up to a maximum of \$500 for acupuncture treatments. Treatments must be performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not

## Section VI Limitations and Restrictions

- Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment**

The Assistance Company must approve in advance any surgery, invasive procedure (including, but not limited to, cardiac catheterization), diagnostic testing or treatment prior to you undergoing such procedure. It remains your responsibility to inform your attending physician to call the Assistance Company for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.
- Notice to the Assistance Company**

You must contact the Assistance Company prior to seeking medical treatment. If it is not reasonably possible for you to contact the Assistance Company prior to seeking treatment due to the nature of your emergency, you must have someone else call on your behalf or you must call as soon as medically possible.
- Limitation of Benefits**

Once you are deemed medically stable to return to your country of origin (with or without a medical escort) in the opinion of the Assistance Company or by virtue of discharge from hospital, your emergency is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the emergency will no longer be eligible for coverage under this policy.
- Benefits Limited to Reasonable and Customary Cost**

If you pay eligible expenses directly to a health service provider, these services will be reimbursed to you on the basis of the reasonable and customary costs that would have been paid directly to the provider by the Assistance Company. Medical charges you pay may be higher than this amount; therefore you will be responsible for any difference between the amount you paid and the reasonable and customary costs reimbursed by the Insurer.

## Section VII Exclusions

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- Pre-existing medical condition(s)** that are not stable pre-existing medical conditions if you are:
  - age 69 or under; or
  - age 70 to 85 and paid for the stable pre-existing medical condition coverage option.
- Pre-existing medical condition(s)** if you are:
  - age 70 to 85 and have not paid for the stable pre-existing condition coverage option; or
  - age 86 or older.
- For policy extensions only:** Sickness or injury which first appeared, was diagnosed, or received treatment prior to the effective date of the insurance extension.
- Any sickness or symptoms which manifested during the Waiting Period.
- Expenses for which no charge would normally be made in the absence of insurance.
- Committing or attempting to commit an illegal act or a criminal act.
- any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; terrorism; riot; rebellion; revolution or insurrection; military power or any service in the armed forces.
- Suicide, attempted suicide or self-inflicted injury whether sane or insane.
- A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless you are hospitalized.
- Any loss, sickness, injury or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant, whether sane or insane
- Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
- 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 or surgeon.
- Any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.
- The replacement of an existing prescription, whether by reason of loss, 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.
- 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, preventative medicines or vaccines, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
- Non-compliance with any prescribed medical therapy treatment (as determined by the Assistance Company) or failure to carry out a physician's instructions.

have a DIN number. (Please refer to SECTION VII - EXCLUSIONS #14.)

- Treatment of Dental Accident:** Emergency dental treatment to a maximum of \$3,000 to repair or replace sound natural teeth or repair dentures or other dental devices as result of an accidental blow to the face. You must consult a physician or a dentist immediately following the injury. Treatment must take place before you return to your country of origin. An accident report is required from the physician or dentist for claims purposes.
- Emergency Relief of Dental Pain:** Emergency treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$500 during the coverage period.
- Flight Accident:** Up to the sum insured in case of death as a result of an injury sustained during the period of coverage while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same accident exceed \$300,000, the Insurer's liability for that accident is limited to \$300,000 which will be shared proportionately among all claimants involved in the same accident and who are covered under a JF Royal Visitor Insurance policy underwritten by the Insurer.
- Repatriation:** When approved in advance and arranged by the Assistance Company. (Please refer to SECTION VI - LIMITATIONS AND RESTRICTIONS #7 - Transfer or Medical Repatriation.)
  - up to the cost of a one-way economy airfare to return you to your country of origin, or
  - the fare for additional airline seats to accommodate a stretcher or medical attendant, to return you to your country of origin.
- Preparation and Return of Remains:** In the event of death, up to a maximum of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased insured person to his/her country of origin, or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the insured person. The cost of the casket or urn is not covered by this benefit.

### 5. Benefits Limited to Incurred Expenses

If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this policy or another policy issued by the Insurer, the maximum you are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to you from all sources cannot exceed the actual expenses you incur.

### 6. Availability and Quality of Care

The Insurer, the Administrator Company or the Assistance Company shall not be held responsible for the availability or quality of any medical treatment (including the results thereof) or transportation, or your failure to obtain medical treatment while on a covered trip.

### 7. Transfer or Medical Repatriation

During an emergency (whether prior to admission, during a covered hospitalization or after your release from hospital), the Assistance Company reserves the right to:

- transfer you to one of its preferred health care providers, and/or
- return you to your country of origin, for medical treatment of your sickness or injury without danger to your life or health. If you choose to decline the transfer or return when declared medically stable by the Assistance Company, the Insurer will be released from any liability for expenses incurred for such sickness or injury after the proposed date of transfer or return. The Assistance Company 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.

- Treatment of an acute sickness or injury after the initial emergency has ended (as determined by the Assistance Company).
- Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that you elect to have provided outside your country of origin when medical evidence indicates that you could return to your country of origin to receive such treatment. The delay to receive treatment in your country of origin has no bearing on the application of this exclusion.
- Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by the Assistance Company prior to being performed, except in extreme circumstances where such surgery is performed on an emergency basis immediately upon admission to a hospital.
- Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved by the Assistance Company.
- Expenses in your country of origin.
- Emergency air transportation and/or car rental unless approved and arranged in advance by the Assistance Company
- Cataract surgery or any services provided by an optometrist.
- Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by the Assistance Company.
- Participation in:
  - any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
  - any competitive motorized sporting events, racing or speed contests;
  - scuba diving (unless you hold a basic SCUBA designation from a Canadian certified school), hang-glider, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
- Flight accident (unless you are travelling as a fare paying passenger on a commercial airline).
- The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
- Fillings, crowns, bridges, tooth extractions, root canals and repairs to dentures or other dental devices.
- Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a physician by telephone or e-mail.
- Any expenses incurred if you travel to, in or through (i) a country that the Canadian Government, or any department thereof, has advised Canadians not to travel to during the time of your trip if the advisory is issued prior to your departure date; or (ii) another country if it would be in violation of economic or trade sanctions imposed under applicable law to afford coverage for travel to such a destination. This exclusion only applies to temporary visits outside of Canada.

## Section VIII International Assistance Services

Ontime Worldwide answers your questions 24 hours a day, seven days a week.

From Canada and the U.S., call TOLL FREE 1-866-209-5804

- Emergency Call Centre**  
No matter where you are, professional assistance personnel are ready to take your call. Please consult your insurance card for emergency numbers.
- Benefit Information**  
Explanation of your policy is available to you and to the medical providers who are treating you.
- Case Management**  
Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an emergency.

## Section IX How to File a Claim

- You must substantiate your claim by providing all documents listed below. (The Insurer, Administrator Company or Assistance Company are not responsible for charges levied in relation to any such documents.)**
  - A completed Claim Form (provided by the Assistance Company or Administrator Company upon notification of claim).
  - Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
  - Original prescription drug receipts from the pharmacist, physician or hospital indicating the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost.

**Note:** If you refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to your claim, it may result in a delay in processing your claim. (Please refer to SECTION XI - STATUTORY CONDITIONS #5.)

## Section X General Provisions

- Subrogation**  
If you suffer a loss covered under this policy, the Assistance Company is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. 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 such things as are necessary to secure the Insurer's rights.
- Other Insurance**  
This insurance is a second payor 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 your country of origin that are in excess of the amounts for which you are 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 Assistance Company 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 your lifetime maximum is greater than \$50,000, the Assistance Company will coordinate benefits only above this amount.

## Section XI Statutory Conditions

- The Contract** - The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- Waiver** - The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.
- Copy of Application** - The Insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.
- Material Facts** - No statement made by you at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
- Notice and Proof of Claim** - You or a beneficiary entitled to make a claim, or the agent of any of you, shall:
  - give written notice of claim to the Assistance Company by delivery thereof or by sending it by registered mail to the Assistance Company not later than 30 days from the date the claim arises under the contract on account of an accident or sickness;
  - within 90 days from the date a claim arises under the contract on account of an accident or sickness, furnish to the Assistance Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
  - if so required by the Assistance Company or the Insurer, furnish a satisfactory certificate as to the

## Section XII Identification of Insurer

JF Royal Visitor Insurance is underwritten by Berkley Canada (a W. R. Berkley Company) and administered by JF Insurance Agency Group Inc.

The insured is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to Ontime Worldwide. To contact JF Insurance Agency Group Inc., please call 1-877-832-5541 or write to info@johnsonfu.com.

From anywhere call COLLECT 1-905-707-9555

- Interpretation Service**  
We can connect you to a foreign language interpreter when required for emergency services in foreign countries.
- Direct Billing**  
Whenever possible, we will instruct the hospital or clinic to bill the Assistance Company directly.
- Claims Information**  
We will answer any questions you have about the eligibility of your claim, our standard verification procedures and the way that your policy benefits are administered.

- Payment of Benefits**  
All payments are payable to you or on your behalf. Benefits for loss of life are made to your estate unless another beneficiary is designated in writing to the Assistance Company or the Administrator Company. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.
- Send all pertinent documents to:**  
Ontime Care Worldwide Inc.  
15 Wertheim Court, Suite 512,  
Richmond Hill, ON L4B 3H7

Indicate your policy number on all correspondence.

- Misrepresentation and Non-disclosure**  
The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, you have concealed, misrepresented or failed to disclose any material fact or circumstance concerning your policy or your interest therein, or if you refuse to disclose information or permit the use of such information, pertaining to any of the insured persons under this contract of insurance.
- Arbitration**  
Notwithstanding any clause in the present 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 arbitration laws in force in the province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.
- Applicable Law**  
This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, your heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.
- Safeguarding Your Privacy**  
The Administrator Company places great importance on the protection of your privacy. The Administrator Company collects your personal information when you apply for this insurance and in the event of a claim, to provide you with insurance services and to analyze your claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the Assistance Company may collect your personal health information held by a third party. This information may be released to employees of the Assistance Company, the Administrator Company and the Insurer for claims analysis and to better serve you. In no case will the Insurer release this information to any person or organization that is not clearly entitled to it without first seeking your consent.  
cause or nature of the accident or sickness for which claim may be made under the contract.
- Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness 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** - The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident or sickness giving rise to the claim and of the extent of the loss.
- Rights of Examination** - As a condition precedent to recovery of insurance money under this contract:
  - the claimant shall afford to the Insurer and the Assistance Company an opportunity to examine the insured person when and so often as it reasonably requires while the claim hereunder is pending; and
  - in the case of death of the insured, the Insurer and the Assistance Company may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
- When Money Payable** - All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.
- Limitation of Actions** - 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, or other applicable legislation. The limitation period applies to all plans and benefits of this policy and to all endorsements thereof.

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE