
Definitions

Wherever used in this endorsement:

“Insured Person” means the Insured(s) named in the Policy’s Statement of Coverage who is under the age of 75, the Insured Spouse or the Insured Dependent Child.

“Spouse” means an individual under the age of 75.

- (a) either of a man and a woman who are married to each other or who have together entered into a marriage that is voidable or void, or
- (b) either of two persons who are living together in a conjugal relationship outside marriage and have so lived together continuously for a period of 3 years or, if they are the natural or adoptive parents of a child, for a period of 1 year.

Only one individual will qualify as a spouse.

If the Insured is legally married but is also cohabiting with an individual as described under section (b) above, the Insured may elect in writing which one of the individuals will qualify as a spouse under the policy. This election must be filed with the Insurer. The Insurer will not be bound by an election not filed before the event insured against. If an election is not filed, the spouse will be the individual to whom the Insured is legally married.

“Dependent Children” mean persons who are either legitimate or illegitimate children, adopted children, step-children or children who are in a parent-child relationship with the Insured. The children are unmarried, dependent upon the Insured for maintenance and support and:

- (a) under 21 years of age, or
- (b) under 25 years of age (26 in the Province of Quebec) and in attendance at an Institution for Higher Learning on a full-time basis, or
- (c) by reason of mental or physical infirmity, are incapable of self-sustaining employment and are totally dependent upon the Insured for support within the terms of the Income Tax Act.

“Institution for Higher Learning” is limited to universities, colleges, CEGEP’s and trade schools located in Canada.

“Injury” means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy provided such injury is sustained and for which expenses are incurred during the course of a Trip outside the province of Residence. In no event shall Injury mean Sickness or Disease howsoever caused unless caused by an Accident.

“Accident” means any unlooked for mishap or untoward event which is not expected or designed.

“Sickness” means an impairment of normal physiological function and includes illness and infections, occurring while this policy is in force as to the Insured Person whose Sickness is the basis of claim and for which expenses are incurred during the course of a Trip outside the province of Residence.

“Disease” means any unhealthy condition of the body or any part thereof occurring while this policy is in force as to the Insured Person whose disease is the basis of claim and for which expenses are incurred during the course of a Trip outside the province of Residence.

“Trip” means travel, undertaken by the Insured Person, which commences on the date of departure from the Insured Person’s province of Residence, and continues until the return date to his province of Residence, subject to a maximum duration of thirty (30) consecutive days.

“Residence” means the primary dwelling of which the Insured Person is an occupant and the premises on which it is situated.

“Hospital” means an institution licensed as a hospital, which is open at all times for the care and treatment of sick and injured persons, has a staff of one (1) or more Physicians available at all times and which continuously provides twenty-four (24) hour nursing service by graduate registered Nurses. It provides organized facilities for diagnostics and surgery, is an active treatment hospital and not primarily a clinic, rest home, nursing home, convalescent hospital or similar establishment. For the purposes of this definition, “Physicians” and “Nurses” will not exclude an Immediate Family Member.

“Physician” means a doctor of medicine (other than the Insured Person or an Immediate Family Member) who is licensed to practice medicine by:

- 1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing body, or
- 2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered

“Nurse” means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. Nurse is neither the Insured Person himself nor an Immediate Family Member.

“Immediate Family Member” means a person at least eighteen (18) years of age, who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, (all of the above include natural, adopted, or step relationship), spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

“Travelling Companion” means a person who is sharing the same booked accommodation with the Insured Person.

“Emergency” means unexpected and not preplanned.

“Airfare” means the regular fare charged for an economy class seat on a regular flight by a domestic or international scheduled air carrier, which holds an operating certificate issued by Transport Canada or by a similar governmental authority having jurisdiction over such air carrier in the country of its certification.

“Regular Care and Attendance” means observation and treatment to the extent necessary under existing standards of medical practice for the condition requiring such treatment or causing Hospital confinement.

"Fare" means the regular fare charged for:

1. an economy class seat on a regular flight by a domestic or international scheduled air carrier,
2. a coach seat on a passenger train,
3. a regular seat on a passenger bus or
4. an economy class seat on a boat,

where each of these carriers must hold an operating certificate issued by Transport Canada or by a similar governmental authority having jurisdiction over such carrier in the country of its certification.

"Accommodation" means lodging in the vicinity of the Hospital where the Insured Person is confined.

"Motorized Vehicle" means a passenger car, station wagon, van, jeep-type automobile, truck, ambulance or any type of motorized vehicle used by municipal, provincial or federal police forces.

The word "province" will be construed as territory when either the Insured Person's Residence is located or the treatment is rendered in a territory in Canada.

The male pronoun will be construed as the feminine when the person is a female.

Medical Reimbursement Expense Benefit

When by reason of Injury, Sickness or Disease, an Insured person incurs eligible expenses as described in this section, the insurer will reimburse the reasonable and necessary charges for services or supplies received by the Insured Person, subject to the maximum amount of Medical Reimbursement Expense Benefit stated under item 1 of the Maximum Limit of Indemnity Section, in accordance with the following:

1. Hospital charges including those for room and board, up to and including the semi-private accommodation level, subject to a maximum duration of twelve (12) months;
2. Hospital charges for out-patient services when medically required;
3. expenses for the services of a Nurse ordered or prescribed by a Physician, provided the nurse does not ordinarily reside in the Insured Person's Residence, subject to a maximum of five thousand dollars (\$5,000) per Accident, Sickness or Disease;
4. charges for prescription drugs, sera and vaccines, obtainable only upon a written prescription by a Physician or legally qualified dentist and dispensed by a registered pharmacist or Physician, but excluding any charges made for the administration of injectable drugs, sera and vaccines, subject to a dispensing maximum of a thirty (30) day supply;
5. expenses charged for the services of a licensed professional physiotherapist for physiotherapy treatment ordered or prescribed by a Physician, provided such physiotherapist does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member, subject to a maximum of one thousand dollars (\$1,000) per calendar year;
6. expenses for a licensed ground ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire, including air ambulance, to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of five thousand dollars (\$5,000) per Accident, Sickness or Disease;

7. expenses incurred for the following:

- a) blood plasma, whole blood or oxygen, including the administration thereof;
 - b) x-rays and laboratory examinations which are required for diagnostic purposes;
 - c) artificial limbs, eyes or other prosthetic appliances, subject to a maximum of two thousand dollars (\$2,000) per calendar year;
 - d) rental or purchase of casts, cervical collars, crutches, trusses, splints and braces (except dental braces and splints);
 - e) rental of a wheelchair, an iron lung and other durable medical equipment for temporary therapeutic treatment, subject to a maximum of five thousand dollars (\$5,000) per Accident, Sickness or Disease;
8. expenses for medical care and treatment rendered or surgical procedure performed by a Physician;
9. expenses for the services of a licensed anaesthetist when recommended by a Physician;
10. expenses for the services of any of the following licensed practitioners, provided such practitioner does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member, subject to a maximum of three hundred dollars (\$300) per speciality per calendar year (such services do not require the recommendation of a Physician except as indicated below):
- a) chiropractor
 - b) osteopath
 - c) chiropodist or podiatrist
 - d) licensed masseur, on the recommendation of a Physician
 - e) speech therapist
 - f) licensed psychologist

Expenses for diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, chiropodist or podiatrist will be allowed as expenses under the services of such practitioners, subject to a maximum of one (1) x-ray per practitioner for each Insured Person in any one (1) calendar year.

Emergency Dental Treatment Benefit

When Injury to whole and sound teeth (capped or crowned teeth will, for the purposes of this policy, be considered whole and sound), due to a force or blow external to the mouth, requires treatment, replacement or x-rays by a legally qualified dentist or oral surgeon, the Insurer will pay the reasonable and necessary expenses actually incurred by the Insured Person, but not to exceed in the aggregate the amount of Emergency Dental Treatment stated under Item 2 of the Maximum Limit of Indemnity section as a result of any one (1) Accident.

Any payments made under this section will be in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province where the treatment is rendered. Where no such fee guide is available, the current Fee Guide for General Practitioners published by the Dental Association in the Insured Person's province of Residence will apply.

Repatriation Benefit

In the event a loss of life resulting from Injury, Sickness or Disease is sustained by an Insured Person more than fifty (50) kilometres from the Insured Person's normal place of Residence, the Insurer will pay the reasonable and necessary expenses actually incurred for the transportation of the body of the deceased Insured Person to the first (1st) resting place (including but not limited to a funeral home or the place of interment) in the vicinity of the normal place of Residence of the deceased, including charges for the preparation of the body for such transportation, subject to the maximum amount of Repatriation Benefit stated under Item 3 of the Maximum Limit of Indemnity Section.

The benefit payable under this section will be payable to the person who actually incurred the expenses.

Emergency Air Transportation Benefit

A. If, as the result of Injury, Sickness or Disease:

- 1) the attending Physician certifies in writing that the Insured Person's medical condition warrants immediate return to his province of Residence for treatment, which is not available at the local Hospital in the vicinity where such Injury, Sickness or Disease occurred; or
- 2) an Insured Person is confined as an inpatient in a Hospital and under the Regular Care and Attendance of a Physician, thus preventing him from returning to his province of Residence on the original scheduled return flight; provided the return ticket is non-changeable and non-refundable,

the Insurer will pay the reasonable and necessary expenses actually incurred for the transportation of the Insured Person by the most direct route to the air terminal nearest his normal place of Residence, subject to the cost of one (1) way Airfare, to a maximum amount of seven hundred fifty dollars (\$750).

B. If, for medical reasons, the Insured Person requires stretcher accommodation on the return flight stated in paragraph "A" above, regardless if he has missed his original scheduled return flight, and such requirement is on written recommendation of the attending Physician, the Insurer will pay the Airfare expense for one (1) additional seat, subject to a maximum amount of seven hundred fifty dollars (\$750).

C. In the event the attending Physician further recommends in writing or the air carrier's rules and regulations require the presence of a medical attendant during the transportation of the Insured Person, regardless if he has missed his original scheduled return flight, the Insurer will pay the reasonable and necessary expenses actually incurred for the round trip Airfare for such medical attendant. Expenses will also include one (1) day Accommodation and board for that day. The medical attendant must be qualified to work as such in the place where the Insured Person receive Emergency medical attention, does not ordinarily reside in the Insured Person's Residence and is not an Immediate Family Member. All covered expenses incurred by such attendant are subject to a maximum amount of one thousand dollars (\$1,000).

The total maximum amount payable under this section by the Insurer to or on behalf of any Insured Person will not exceed the amount of emergency Air Transportation Benefit stated under Item 4 of the Maximum Limit of Indemnity section as a result of any one (1) Accident, Sickness or Disease.

Family Transportation and Accommodation Benefit

If, as the result of Injury, Sickness or Disease, an Insured person sustains loss of life or is confined as an inpatient in a Hospital for at least four (4) consecutive days and under the Regular Care and Attendance of a Physician, the Insurer will pay the reasonable and necessary expenses actually incurred by:

1. any other Insured Persons or Traveling Companion who remained with such Insured Person during his hospitalization, thus preventing them from returning to their province of Residence on the original scheduled return date, provided the return Fare is non-changeable and non-refundable, for their board, Accommodation and transportation by the most direct route back to their normal place of Residence subject to the cost of one (1) way Fare; or
2. an Immediate Family Member for board, Accommodation and one (1) return Fare for transportation by the most direct route to and from the normal place of residence of the Immediate Family Member to the confined Insured Person, if such Insured Person had been travelling unaccompanied by a family member at the time he became hospitalized.

Reimbursement of transportation expenses under this section is limited to seventy-five percent (75%) of the cost of the Fare. If transportation occurs in a Motorized vehicle other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of twenty cents (\$0.20) per kilometre travelled.

Expenses for board and Accommodation will be paid at fifty dollars (\$50) per day, subject to the following maximum duration:

1. if the Insured Person is confined in a Hospital and whether or not loss of life occurs, the total number of days of hospitalization, up to a maximum of twenty (20) consecutive days; or
2. if the Insured Person sustains loss of life, up to a maximum of five (5) consecutive days.

The total maximum amount payable under this section by the Insurer to or on behalf of any Insured Person will not exceed the amount of Family Transportation and Accommodation Benefit stated under Item 5 of the Maximum Limit of Indemnity section as a result of any one (1) Accident, Sickness or Disease.

Return of Vehicle Benefit

If, as the result of Injury, Sickness or Disease the attending Physician certifies in writing that the Insured Person has become disabled and is unable to continue the Trip by means of driving the owned or rented Motorized Vehicle used as a conveyance during such Trip, the Insurer will pay the reasonable and necessary expenses actually incurred for the return of such vehicle by a commercial agency to the Insured Person's normal place of Residence or the rental agency, as the case may be.

The maximum amount payable under this section by the Insurer to or on behalf of any Insured Person will not exceed the amount of Return of Vehicle Benefit stated under item 6 of the Maximum Limit of Indemnity section as a result of any one (1) Accident, Sickness or Disease.

Maximum Limit of Indemnity

The total amount payable per Insured Person under this endorsement for reimbursement of all expenses incurred as the result of all Injuries caused by any one (1) Accident or as the result of any one (1) Sickness or any one (1) Disease will not exceed the maximum limits as shown below:

1)	Medical Reimbursement Expense Benefit	\$500,000
2)	Emergency Dental Treatment Benefit	\$1,000
3)	Repatriation Benefit	\$5,000
4)	Emergency Air Transportation Benefit	\$2,500
5)	Family Transportation and Accommodation Benefit	\$2,500
6)	Return of Vehicle Benefit	\$1,000

Indemnity Payments

Unless otherwise indicated, all benefits, including those payable for Insured Spouse and/or Insured Dependent Children, will be paid to or at the direction of the Insured. Accrued benefits, if any, unpaid at the time of the Insured's death will be paid to his estate.

Effective Date of Individual Insurance

Provided that the premium has been paid the effective date of insurance is the start of the Policy Period as set out in the Policy's Statement of Coverage.

Individual Terminations

Insurance provided under this endorsement will immediately terminate on the earliest of the following dates:

1. With respect to an Insured
 - (a) on the date the Policy is terminated;
 - (b) on the premium due date if the Insured fails to pay the required premium;
 - (c) on the premium due date next following the date the Insured reaches seventy-five (75) years of age;
2. With respect to the Insured Spouse or Insured Dependent Child
 - (a) on the date such person ceases to be eligible as a Spouse or Dependent Child.
 - (b) On the date the Insured's insurance is terminated.

In the event an Insured Person becomes ineligible during a Trip, insurance will terminate on the earliest of the date he returns to his province of Residence or the maximum duration as stated in the definition of "Trip" following the date of departure from such province.

Termination of the insurance of any Insured Person will not prejudice consideration of any claim as a result of Injury, Sickness or Disease which occurred prior to such termination.

In the event the Insured Person is hospitalized as a result of Injury, Sickness or Disease prior to the termination of insurance, benefits will be paid provided treatment is continuous for such Injury, Sickness or Disease, subject to the terms and provisions of this policy in effect as of the date of the termination of insurance. However, no benefits will be payable under the sections entitled "Medical Reimbursement Expense Benefit" and "Emergency Dental Treatment Benefit" for expenses incurred after the Insured Person is no longer confined as an inpatient in a Hospital or twelve (12) months from the first day of hospitalization, whichever occurs first.

Exclusions and Limitations

A. This policy does not cover loss (fatal or non-fatal) or expenses caused by or resulting from:

1. suicide or intentionally self-inflicted Injury;
2. war, whether declared or not;
3. perpetration of acts of terrorism or participation in a riot, insurrection or civil commotion;
4. active full-time, part-time or temporary service in the armed forces of any country;
5. pregnancy, childbirth, except complications thereof which will be treated as any other Sickness;
6. a Trip undertaken by the Insured Person for the purpose of obtaining medical treatment, assessment or consultation;
7. participation in any professional athletics;
8. participation in acrobatic or stunt flying, mountaineering, hang gliding, scuba diving, any racing or speed contests;
9. any condition for which the Insured Person received medical advice, consultation or treatment within six (6) months prior to the commencement of a Trip, with the exception of a Chronic Condition which is under treatment and Stabilized by the regular use of prescribed medication;

"Chronic Condition" means a disease or disorder which has existed for a minimum of six (6) months.

"Stabilized" means there has not been a change in the medical condition requiring medical or psychiatric intervention for a minimum of six (6) months.

B. This policy does not cover any of the following supplies or services or costs thereof:

1. expenses covered under any government hospital, medical, dental or health care plan, whether payable or not, or expenses for which insurance is prohibited by law;
2. expenses which are reimbursed under the Insured Person's other health and hospitalization insurance plans;
3. medical examinations for the use of a third (3rd) party, cosmetic surgery and dental services other than those required as a result of an Accident;
4. charges for experimental drugs not approved by Drugs Directorate, Health Protection Branch of Health and Welfare Canada, oral contraceptives and patent medicines;
5. charges for any experimental medical treatments;
6. services for which no charge would ordinarily be made if there was no insurance coverage;
7. expenses incurred for necessary treatment or surgery which medically could be delayed until the Insured Person has returned to his province of Residence; or
8. medical expenses for treatment or surgery which the Insured Person elects to have rendered or performed outside his province of Residence, following an Emergency treatment or diagnosis of a medical condition which (on medical evidence) would not prevent the Insured Person from returning to his province of Residence prior to such treatment or surgery.

C. The following limitations to the coverage provided under this policy will apply:

1. Coverage begins when an Insured Person leaves the border of his province of Residence or if travelling by aircraft, when such aircraft takes off in his province of Residence, provided insurance is in force as to such Insured Person.

Coverage terminates when an Insured Person crosses the border of his province of Residence when returning from a Trip or if travelling by aircraft, when such aircraft lands in his province of Residence or thirty (30) days following the date of departure from his province of Residence, whichever is earlier,

2. All expenses must be incurred on a non-elective Emergency basis outside his province of Residence and are in excess of any individual, group or government sponsored hospital or medical plan.

Non Duplication

Any benefits normally payable under any other insurance policy or plan that duplicate benefits payable under this policy will be co-ordinated with this policy to the extent that the aggregate reimbursement does not exceed the total expenses incurred.

General Provisions

Written notice of loss must be given to the insurer within thirty (30) days after the date of such loss. Such notice given by or on behalf of the Insured Person, as the case may be, to the Insurer at its Head Office, Wellington Square, 250 York Street, Suite 200 London, Ontario N6A 6K2 or to any Regional Office of the Insurer or to any authorized agent of the Insurer, with particulars sufficient to identify the Insured Person, will be deemed to be notice to the Insurer. Failure to give notice within the time provided in this policy will not invalidate any claim, if it is shown not to have been reasonably possible to give such notice during such time and that notice was given as soon as was reasonably possible, but in no event later than one (1) year after the date of the loss.

The Insurer, upon receipt of such notice, will furnish to the claimant such forms as are usually furnished by it for filing proofs or loss within thirty (30) days after the receipt of such notice.

Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time will not invalidate nor reduce any claim, if it is shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event later than one (1) year after the date of loss.

The Insurer will have the right and opportunity to examine the person of the Insured Person when and so often as it may reasonably require during the pendency of claim hereunder.

All indemnities provided in this policy for loss will be paid immediately after receipt of due proof.

All moneys payable under this policy are payable in the lawful money of Canada.