TRAVELSTAR® TRAVEL INSURANCE
Emergency Medical Coverage Policy Wording

Effective July 7, 2021

IMPORTANT NOTICE

READ CAREFULLY BEFORE YOU TRAVEL

- Travel insurance covers claims arising from sudden and unforeseen circumstances.
- To qualify for this insurance, you must meet all the eligibility requirements.
- This insurance contains limitations and exclusions for things such as: travel warnings issued by the Canadian Government, medical conditions that are not stable, pregnancy, a child born on a trip, excessive use of alcohol, or high risk activities.
- This insurance may not cover claims related to pre-existing medical conditions and symptoms, including those that you have told us about.
- Contact GMS Travel Assistance before seeking treatment or your benefits may be limited.
- In the event of a claim, your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, this policy may be voidable.

This policy contains words printed in italics indicating they are defined terms detailed in the Definition section.

This policy also contains a provision removing or restricting the right of the insured to designate a person to whom or for whose benefit insurance money is to be payable.

For medical emergencies, GMS Travel Assistance is available 24 hours a day, 7 days a week.

toll-free 1.800.459.6604

(within Canada & USA)

collect 905.762.5196

(from all other locations)

In the event of a medical emergency GMS provides travel assistance. Regardless of your plan's deductible level, failure to contact GMS at the time of an emergency may limit benefits to the lesser of 70% of reasonable and customary expenses or $50,000. Please refer to the Managing a Medical Emergency section of this policy for more information.

For General Inquiries

toll-free 1.800.667.3699 or info@gms.ca

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TRAVELSTAR® TRAVEL INSURANCE AT A GLANCE

Emergency Medical Coverage

- Up to $5,000,000 CAD in Emergency Medical Coverage.
- Up to $500,000 CAD, which is part of the overall policy maximum, to cover expenses related to a positive *diagnosis* of COVID-19.
- 24 essential benefits, including coverage for costs associated with *hospital accommodations,* ambulance, private duty nursing, and diagnostic services.
- Single-Trip Plan - coverage for 1 *trip* up to 365 days long.
- Multi-Trip Annual Plan - coverage for an unlimited number of *trips* throughout the *policy year*, with a choice of 15 or 30 day *trip* length maximum.
- *Your* choice of either a $0, $250, $1,000, or $5,000 *deductible*.
- Includes 24-hour worldwide assistance.

EMERGENCY MEDICAL COVERAGE

Emergency Medical Coverage may be purchased as a Single-Trip plan, or a Multi-Trip Annual plan that provides limited coverage for multiple *trips* taken throughout the year. The following benefits and exclusions are applicable to both plans. Refer to the Single-Trip or Multi-Trip Annual sections for details on eligibility, when coverage begins and ends, policy changes, and refunds as they apply to the plan *you* select.

Benefits

In the event of a *medical emergency* that occurs outside of *your province/territory of residence*, unless otherwise stated, *GMS* will pay *reasonable and customary* expenses on *your* behalf:

1. up to a maximum of $5,000,000 CAD as described in the plan type *you* have chosen; and
2. up to $500,000 CAD which forms part of the maximum provided by the plan type *you* have chosen, in the event of a positive *diagnosis* of COVID-19 while on *your trip*, even if a travel advisory to "avoid non-essential travel" is in place exclusively due to COVID-19.

Where a listed benefit indicates a maximum limit, the limit is applied per *trip* regardless of the number of claims incurred.

1. **In-Hospital Care** – expenses for:
   a. ward or semi-private *hospital accommodations*;
   b. *hospital* services and supplies; and
   c. *medical treatment* while in-*hospital*.

   One (1) follow-up visit is covered if it is deemed *medically necessary* and directly related to the covered *medical emergency*. The follow-up visit must occur within 14 days of discharge. This benefit does not provide coverage for ongoing *medical treatment* necessary to treat any *medical condition* once the *medical emergency* has ended.
2. **Medical Services** – expenses for *medical treatment* from a *physician*.
3. **Diagnostic Services** – expenses for basic diagnostic tests. Pre-approval by *GMS* is required for advanced diagnostic testing, including but not limited to: magnetic resonance imaging (MRI), computerized axial tomography scans, sonograms, ultrasounds, and biopsies.
4. **Out-Patient Medical Treatment** – expenses for out-patient *medical treatment.*
5. **Prescription Drug** – expenses for *prescription drugs* prescribed by an attending *physician* and supplied by a licensed pharmacist. Maximum supply of 30 days per prescription. Over-the-counter medication is not covered whether it has been prescribed or not.

   Prescription drugs that are lost, stolen or damaged during *your trip* are covered up to a maximum of $50 per prescription. *Physician*'s expenses related to replacement are not covered.
6. **Rental of Essential Medical Appliances** – expenses for the rental of essential medical appliances (wheelchair, crutches, canes etc.) when needed due to a *medical emergency* that occurred on *your trip*. The rental expense must not exceed the cost to purchase the appliances. Pre-approval by *GMS* is required.
7. **Emergency Dental Services** – expenses up to a maximum of $2,000, due to an *accidental* blow to the mouth that requires the repair or replacement of natural teeth or permanently attached artificial teeth. Expenses to a maximum of $250 are also covered for the treatment or the relief of dental pain for any dental emergency other than that caused by an *accidental* blow to the mouth.
8. **Private Duty Nursing** – expenses up to a maximum of $5,000 for private duty nursing services performed by a Registered Nurse (must be a non-*family member*) when ordered by the attending *physician* during in-*hospital* care or in lieu of in-*hospital* care. Pre-approval by *GMS* is required.
9. **Health Practitioners** – expenses up to a maximum of $300, per specialty, for the services of an osteopath, physiotherapist, chiropractor, chiropodist, or podiatrist.
10. **Road Ambulance** – expenses for the use of a licensed road ambulance in a *medical emergency* where *you* require immediate transport to the nearest *hospital* with adequate facilities.
11. **Air Ambulance** – expenses up to a maximum of $20,000 for the use of a helicopter air ambulance in a *medical emergency* involving life threatening circumstances where *you* require immediate transport to the nearest *hospital* with adequate facilities to treat *your medical emergency*. Pre-approval by *GMS* is required for transport between *hospitals*.
12. **Remote Evacuation** – expenses up to a maximum of $20,000 for *your* evacuation to the nearest, most accessible *hospital* from a location inaccessible by road in a *medical emergency* involving life threatening circumstances.
13. **Repatriation** – expenses to transport *you* by air ambulance (excluding helicopters) or regularly scheduled *common carrier* back to *your province/territory of residence* for further in-*hospital medical treatment*, with written recommendation from the attending *physician* confirming that *you* are fit to travel. Pre-approval by *GMS* is required.
14. **Special Attendant** – expenses for the round-*trip transportation* of a medical attendant to accompany *you* back to *your province/territory of residence* when ordered by the attending *physician*. The attendant must not be a friend, *family member*, associate or *travelling companion*. Pre-approval by *GMS* is required.
15. **Return of Family Member** – expenses up to a maximum of $1,000, for one-way air *transportation* to return 1 accompanying *family member* insured under *your* policy to *your province/territory of residence* when:
    a. *GMS* requires that *you* return to *your province/territory of residence* for further in-*hospital medical treatment*; or
    b. in the event of *your* death.

    Pre-approval by *GMS* is required.
16. **Return & Escort of a Dependant Child/Grandchild** – expenses for one-way *transportation* to return *your dependant* children, or grandchildren travelling with *you,* who are under the age of 18 to *your province/territory of residence* when *you* have been returned to *your province/territory of residence* for further in-*hospital medical treatment*. When necessary, round-*trip transportation* for an arranged escort will be provided for under this benefit. Pre-approval by *GMS* is required.
17. **Family/Friend to Bedside** – expenses up to a maximum of $3,000 for round-*trip* air *transportation* for a *family member* or a close friend to visit *you* if *you* are travelling without a *family member*, on night 3 and subsequent nights of in-*hospital* care as a result of a *medical emergency* when ordered by the attending *physician*. Pre-approval by *GMS* is required.

    Up to $150 per day to a maximum of $750 for the expenses incurred by the *family member* or close friend while *you* are hospitalized. Original receipts must be submitted to be eligible for reimbursement.
18. **In Event of Death** – expenses up to $2,000 for round-*trip* air *transportation* to provide for the return of a *family member* who is required to attend to identify *your* remains in the case of *your* death due to a *medical emergency*. *GMS* will also reimburse up to $300 combined for meals and *accommodations* incurred during travel. Pre-approval by *GMS* is required.
19. **Return of Remains** – expenses up to a maximum of $7,000, for the preparation and transport of *your* remains to *your province/territory of residence,* or expenses up to a maximum of $3,000 for *your* cremation or burial at the place of death, when *your* death was a result of a *medical emergency*. This benefit does not cover the cost of a burial casket or urn.
20. **Return of Vehicle** – expenses up to a maximum of $2,000, to return *your* vehicle to *your province/territory of residence*, or a vehicle rented by *you* to the nearest rental agency, when *you* or any *travelling companion*s are unable to do so because *you* have been returned to *your province/territory of residence* for further in-*hospital medical treatment*.

    Reasonable and customary expenses for this benefit include the vehicle being returned by a professional agency or the following incurred by an individual other than yourself returning the vehicle on *your* behalf: fuel, meals, overnight *accommodations* and one-way air *transportation*. Pre-approval by *GMS* is required.

    Expenses will only be reimbursed if *your* vehicle arrived at *your* destination during the coverage period of this policy.
21. **Return of Cat or Dog** – expenses up to a maximum of $300 to return *your* cat or dog to *your province/territory of residence*, when *you* have been returned to *your province/territory of residence* for further in-*hospital medical treatment*.
22. **Child Care** – expenses up to a maximum of $500 for licensed care of *dependant* children/grandchildren or mental or physically challenged persons who rely on *you* for assistance, if they are travelling with *you*, should *you* require in-*hospital* care. Pre-approval by *GMS* is required.
23. **Out-of-Pocket Expenses** – expenses up to a maximum of $1,000 incurred by a *travelling companion* insured under *your* policy in the event *you* are in *hospital* receiving care on *your return date*. This benefit includes coverage for up to $150/day for *accommodations*, which shall form part of the $1,000 limit. Pre-approval by *GMS* is required.
24. **Coverage Continuation** – when an unexpected event occurs requiring *you* to return early from *your trip*, coverage will continue at no additional premium when *you* resume *your trip* prior to *your return date*. This does not apply if *you* are returned to *your province/territory of residence* as a result of *your medical emergency*. There is no refund for unused periods of coverage. Costs to return to *your province/territory of residence* or to *your trip* destination are not recoverable. Any *medical treatment* or *medical consultation* received during the return to *your province/territory of residence* must be reported to *GMS* prior to resuming *your trip* and may impact *your* eligibility and/or may void *your* policy.

GMS is not responsible for the availability, quality, results or effectiveness of any *medical treatment*, *transportation* or other service or *your* failure to obtain *medical treatment*.

Exclusions

1. **Pre-existing Medical Conditions** – No coverage or reimbursement for expenses resulting from *medical condition*s which have not been *stable* for 180 days immediately prior to *your departure date*, including:
   a. *medical condition*s for which *you* received *medical treatment* or *medical consultation*; and/or
   b. undiagnosed *medical condition*s related to symptoms for which *you* received *medical treatment* or *medical consultation*.

   You must be *stable* based on the definition of *stable* in this policy, regardless of the opinion of *your physician* or any other person who may provide an opinion on *your medical condition*s.

2. **Pre-existing Medical Conditions When Topping Up Other Insurer's Plans** – No coverage or reimbursement for expenses where this policy is being used as a top-up for another insurer's emergency medical insurance, unless the *medical conditions* have been *stable* for 180 days prior to the *effective date* of the top-up.
3. **Pre-existing Medical Conditions When Topping-Up a GMS Plan** – No coverage or reimbursement for expenses where this policy is being used as a top-up to existing *GMS* emergency medical coverage, unless *medical conditions* are *stable* as defined by the stability period as specified within the *GMS* policy this policy is topping-up.
4. **Recurrence of a Medical Condition** – No coverage or reimbursement for the continued *medical treatment* of a *medical condition* or related condition, following emergency *medical treatment* during *your trip*, if *GMS* determines that *your* emergency has ended.
5. **Non-Emergency Treatment** – No coverage or reimbursement for non-emergency, experimental or elective *medical treatment* (e.g. cosmetic surgery, chronic care, rehabilitation) including any expenses for related complications.
6. **Travel for Diagnosis or Treatment** – No coverage or reimbursement for any claim if the purpose of *your trip* is to obtain or receive a *diagnosis*, *medical treatment*, surgery, investigation, palliative care or therapy.
7. **Travel When Treatment Expected** – No coverage or reimbursement if it was reasonable, prior to *your departure date*, to expect *medical treatment* or *hospitalization* during *your trip*, including any symptoms evident that it would be reasonable to expect *you* to investigate prior to *your departure date*.
8. **Delayable Treatment** – No coverage or reimbursement *for* expenses for *medical treatment* that can be reasonably delayed until *you* return to *your province/territory of residence*.
9. **Transplants** – No coverage or reimbursement *for* expenses for transplants, including but not limited to organ transplants, or bone marrow or stem cell transplants which may be required as part of *your medical treatment* provided at *your trip* destination.
10. **Refusal of Transfer** – If our medical advisors to *GMS Travel Assistance* determine that *you* should transfer to another facility for *emergency medical treatment* or return to *your province/territory of residence,* and *you* choose not to, benefits will not be paid for further *medical treatment* and the policy will be null and void.
11. **Refusal to Follow Medical Advice** – No coverage or reimbursement for expenses that result from *you* not following *medial treatment* as prescribed to *you*, including prescribed medication.
12. **Non-Adherence** – No coverage or reimbursement for expenses that result from *your* failure, prior to departure, to:
    a. adhere to *medical treatment*;
    b. obtain investigative or diagnostic tests recommended by a medical professional; and/or
    c. receive results from investigative or diagnostic tests.
13. **Acting Against Physician's Advice** – No coverage or reimbursement for expenses incurred after *your physician* advised *you* not to travel.
14. **Maintaining Valid Government Health Insurance -** No coverage or reimbursement for any expense that would have been covered under *your government health plan*, if *you* fail to maintain valid coverage within *your province/territory of residence* for the entire duration of *your trip*. It is *your* responsibility to check that *you* have this coverage.
15. **Pregnancy Related Matters -** No coverage or reimbursement for expenses related to routine pre-natal or post-natal care and pregnancy, delivery or complications of either the pregnancy or delivery, which occur 9 weeks before the expected date of delivery or anytime after.
16. **Child Born During Trip -** No coverage or reimbursement for expenses related to *your* child born during the *trip*.
17. **Cardiac Procedures and Devices -** No coverage or reimbursement for expenses for cardiac catheterization, angioplasty or cardiovascular surgery or insertion of an implantable cardioverter defibrillator (ICD) or pacemaker including all associated diagnostic expenses, unless necessary in a *medical emergency.* Pre-approval by *GMS* required.
18. **Risky Activities -** No coverage or reimbursement for expenses resulting from *your* participation in:
    a. professional sport;
    b. speed contests or racing of motorized land, water or air vehicle(s); or
    c. any extreme sport or activity involving a high level of risk, including but not limited to: scuba diving (except when *you* are NAUI, PADI, ACUC or SSI certified); bungee jumping; parachuting; mountaineering; skydiving; hang gliding; acrobatic or stunt flying; or participating in a rodeo or horse race as a jockey.
19. **Non-Common Carrier Air Travel -** No coverage or reimbursement for expenses resulting from air travel unless riding as a passenger on a *common carrier*.
20. **Work -** No coverage or reimbursement for expenses for work related *accidents.*
21. **Risky Work or Volunteer Activities -** No coverage or reimbursement for expenses resulting from *your* service in the armed forces, willful exposure to peril, work within a hazardous occupation, or mission and/or relief work.
22. **Result of Conflict -** No coverage or reimbursement for expenses resulting from *war*, *terrorism* or acts of foreign rebellion.
23. **Travel Advisory -** No coverage or reimbursement for expenses that occur where:
    a. before *your departure date*, an official travel advisory is issued by the Canadian Government stating "Avoid non-essential travel" or "Avoid all travel" for the country, region, city, or other destination (including cruise ships) that are part of *your travel arrangements*.
    b. this exclusion does not apply when the "Avoid non-essential travel" advisory is in place exclusively due to COVID-19.

    To view travel advisories, visit the Government of Canada Travel site: https://travel.gc.ca/travelling/advisories.
24. **Self-harm -** No coverage or reimbursement for expenses resulting from suicide or self-inflicted injuries.
25. **Criminal or Illegal Activity -** No coverage or reimbursement for expenses that result from or are related to *your* involvement in the commission, or attempted commission, of a criminal offence or illegal act.
26. **Drugs & Alcohol -** No coverage or reimbursement for:
    a. expenses for any *medical condition*, including symptoms of withdrawal arising from, or in anyway related to *your* use of alcohol, drugs, or other intoxicants (including cannabis) whether prior to or during *your trip*; and
    b. out-of-pocket expenses arising from or in any way related to alcohol, drugs, or other intoxicants (including cannabis).
27. **Misuse of Medication -** No coverage or reimbursement for expenses resulting from the misuse of a medication, whether prescribed or not.
28. **Motor Vehicle Accident -** No coverage or reimbursement for expenses resulting from a motor vehicle *accident*, unless not covered by any other policy.
29. **Failure to Obtain GMS Pre-Approval -** No coverage or reimbursement for expenses where pre-approval by *GMS* is required and not obtained.
30. **Unapproved Treatment -** No coverage or reimbursement for expenses for *medical treatment* or services that contravene or are prohibited by the provincial laws of *your province/territory of residence* or the federal laws of Canada.
31. **Pre-Existing Nuclear Issues -** No coverage or reimbursement for expenses resulting from any nuclear reaction, radiation or radioactive contamination or occurrence, where the risk of the exposure was present prior to *your* departure, however caused.
32. **Experimental Treatment -** No coverage or reimbursement for expenses for any *medical treatment* which is considered by *GMS* to be experimental. *GMS'* opinion is final and binding.

Managing a Medical Emergency

Regardless of *your* plan's *deductible*, in the event of a *medical emergency*:

1. *You* must contact *GMS Travel Assistance* where possible before *you* seek *medical treatment*. *GMS Travel Assistance* will:
    a. offer telephone interpretation services in many languages;
    b. monitor progress during *your medical consultation* and *medical treatment*; and
    c. coordinate all *medical treatment*, transport, and repatriation.
2. *You* must contact *GMS Travel Assistance* before obtaining emergency *medical treatment* so that we may:
    a. confirm coverage; and
    b. provide pre-approval of *medical treatment*.

If it is medically impossible for *you* to call prior to obtaining *emergency medical treatment*, we ask *you* to call within 24 hours or have someone call on *your* behalf. Otherwise, *your* maximum benefit payable will be reduced to 70% of *your* medical expenses covered under this insurance, to a maximum of $50,000.

Contacting *GMS Travel Assistance* with a *medical emergency* constitutes a claim regardless of whether payment is made by *GMS* for any related expenses.

Making a Claim

In the event of a claim, a completed claim form must be submitted to *GMS* within 90 days of the illness or injury with the following supporting documentation:

1. original itemized receipts, bills and invoices;
2. proof of payment, if payment was made, by *you* or any other benefit plan;
3. complete medical records including final *diagnosis* by the attending *physician*;
4. proof of travel showing the date *you* departed from and returned to *your province/territory of residence*;
5. *your* historical medical records, as requested;
6. any other relevant documentation that may be requested;
7. in the case of claims involving *your* death, an autopsy may be required, subject to any law of the applicable jurisdiction relating to autopsies.

Costs to obtain documents or reports to support *your* claim are not covered.

Application of Deductible

Reimbursement will be made to *you* up to the maximum *sum insured* for eligible expenses incurred per *trip* in excess of the *deductible* shown on *your* TravelStar confirmation for each plan type (Single-Trip and/or Multi-Trip Annual) chosen.

Authorization

You authorize *GMS* to receive reports about *your medical treatment* from any *physician*, service provider, person, *hospital* or institution. For more details see *GMS'* privacy policy at www.gms.ca.

SINGLE-TRIP PLAN

The Single-*Trip* plan provides coverage for 1 *trip* with a specified *departure date* and *return date*. It offers *medical emergency* coverage to a maximum of $5,000,000 CAD per insured person, for *reasonable and customary* expenses incurred by *you*, in the event of a *medical emergency* that occurs outside of *your province/territory of residence*.

GMS will pay *reasonable and customary* expenses in excess of applicable *deductibles* and all other group, individual, private or *government health plans* or contracts of insurance according to the terms and conditions of this policy.

Eligibility

You are NOT eligible for coverage if *you*:

1. are awaiting tests or *medical treatment* for a heart condition;
2. have a surgically untreated vascular aneurysm;
3. have been diagnosed with Congestive Heart Failure (CHF);
4. have an Implantable Cardioverter Defibrillator (ICD);
5. were diagnosed; received new *medical treatment* (e.g. consultation, tests or *prescription drugs*); or had a change in *your medical treatment* (e.g. a stop, start or dosage change to a *prescription drug*, other than a dosage change of Coumadin or Warfarin) for, any of the following heart or vascular conditions in the last 12 months:
   a. heart transplant;
   b. atrial flutter;
   c. atrial/ventricular fibrillation;
   d. peripheral vascular disease;
   e. stroke/TIA; or
   f. blood clots;
6. have diabetes that is treated with insulin AND take prescription medication for a heart condition (excluding medication to treat high cholesterol or high blood pressure);
7. use home oxygen or take an oral steroid to treat a lung condition;
8. are currently being treated for cancer, excluding breast or prostate cancer treated exclusively with hormone therapy;
9. were diagnosed; received a new *medical treatment* (e.g. consultation, tests or *prescription drugs*); or had a change in *your medical treatment* (e.g. a stop, start or dosage change to a *prescription drug*) for, any of the following conditions in the last 12 months:
   a. liver failure;
   b. GI bleed;
   c. AIDS; or
   d. terminal illness;
10. have had any of the following procedures in the last 12 months:
    a. valve surgery or replacement;
    b. kidney dialysis;
    c. organ, stem cell or bone marrow transplant;
11. require assistance from another person(s) with *activities of daily living (ADL)* if *you* are 70 years of age or older;
12. are not a Canadian resident; and
13. have not purchased prior to departing on *your trip*, unless purchased as a top-up to an existing *GMS* policy.

If any of the *medical conditions* listed above do apply to *you*, contact *GMS* immediately as *you* are not covered.

Should any changes to *your* health occur after *you* applied for coverage, *GMS* must be notified and *your* application updated.

A change in health may:

1. affect *your* eligibility for coverage; or
2. increase *your* premium.

Changes to *your* health that do not affect eligibility will still constitute a change in stability and may limit *your* available coverage.

Family Coverage

Coverage for *dependants* under 16 years of age travelling with paying adults is provided at no cost. Coverage will only be provided for *dependants* under 16 if they are listed on *your* application.

Coverage Begins & Ends

Once *GMS* has accepted *your* application and *your* payment has been received by *GMS*, *your* Single-*Trip* plan begins on the later of the day:

1. shown on *your* application as the *contracted departure date*;
2. *you* depart from *your province/territory of residence* to begin *your trip*; or
3. following the expiry of the policy being topped-up, when this policy is used as a top-up.

Coverage ends on the earliest of the day:

1. *you* return to *your province/territory of residence,* except where benefit 24. applies;
2. shown on *your* application as the *contracted return date*;
3. *you are returned to your province/territory of residence.*

Coverage also ends immediately if *you* fail to comply with *GMS*' option to return *you* to *your province/territory of residence* for further *medical treatment*.

Coverage Extensions

You may purchase additional days while outside of *your province/territory of residence* to extend *your* Single-Trip Plan if *you*:

1. notify *GMS* prior to the *expiry date* of *your* policy; and
2. have not incurred a claim or required *medical treatment* during *your trip*.

AUTOMATIC COVERAGE EXTENSIONS

Your Single-Trip Plan will automatically be extended up to 72 hours if the return to *your province/territory of residence* is delayed beyond the *expiry date* of the policy due to any of the following:

1. *You* are delayed due to *your* or *your travelling companion's medical emergency*. Written confirmation from the attending *physician* is required to verify that *you* or *your travelling companion* are medically unfit to travel. The 72 hour extension will begin once *you* have been deemed medically fit to travel or are discharged from the *hospital*. In-*hospital* care during the *medical emergency* continues to be covered by *your* policy until discharged from the *hospital*; and
2. A delay of a *common carrier you* are travelling on causes *you* to miss *your return date* to *your province/territory of residence*.
3. The vehicle *you* are travelling in:
   a. is involved in an *accident*;
   b. has a mechanical breakdown; or
   c. is delayed by a police-directed road closure.

Policy Changes

Prior to *your departure date you* may contact *GMS* to change:

1. *your* travel dates (departure or *return date*);
2. change *your deductible* amount; or
3. add or remove an insured person.

Top-ups

You may choose a Single-Trip Plan to top-up a Multi-Trip Annual Plan or other limited travel insurance when additional days are needed to cover *your trip*. A top-up is a new *GMS* policy which is subject to the terms, conditions, exclusions and limitations of the TravelStar policy wording. Coverage begins the day following the *expiry date* of the policy it is topping-up and must be purchased for the full number of days not covered by the insurance policy being topped-up.

When buying a top-up for an insurance policy held with a company other than *GMS, you* must apply for the top-up prior to *your contracted departure date*. Pre-existing *medical conditions* may not be covered as defined in the Exclusions section of this policy.

When buying a top-up for a *GMS* policy, *you* must apply for coverage 2 business days prior to the expiry of *your* current TravelStar policy and must not have incurred a claim or required *medical treatment* during *your trip*.

Requesting a Refund

1. Prior to *your effective date you* are eligible for a full refund.
2. After *your effective date*, a partial refund is available for unused days upon return to *your province/territory of residence* except if:
   a. the insured person requesting the refund has incurred a claim under the policy; or
   b. if a family rate was applied, any person covered under the plan has incurred a claim.

   Written notice with supporting documentation is required within 30 days of *your* early return to *your province/territory of residence*.

Once *you* have received a refund, *you* will no longer be eligible for reimbursement of expenses for any *medical emergency*.

MULTI-TRIP ANNUAL PLAN

A Multi-Trip Annual plan provides annual coverage for unlimited short *trips* of either 15 or 30 days, based on the option selected. It offers coverage to a maximum of $5,000,000 CAD per insured person, per *policy year* for *reasonable and customary* expenses incurred by *you*, in the event of a *medical emergency* that occurs outside of *your province/territory of residence*.

GMS will pay *reasonable and customary* expenses in excess of all other group, individual, private or *government health plans* or contracts of insurance according to the terms and conditions of this policy.

Eligibility

You are NOT eligible for coverage if *you*:

1. are awaiting tests or *medical treatment* for a heart condition;
2. have a surgically untreated vascular aneurysm;
3. have been diagnosed with Congestive Heart Failure (CHF);
4. have an Implantable Cardioverter Defibrillator (ICD);
5. were diagnosed; received new *medical treatment* (e.g. consultation, tests or *prescription drugs*); or had a change in *your medical treatment* (e.g. a stop, start or dosage change to a *prescription drug*, other than a dosage change of Coumadin or Warfarin) for, any of the following heart or vascular conditions in the last 12 months:
   a. heart transplant;
   b. atrial flutter;
   c. atrial/ventricular fibrillation;
   d. peripheral vascular disease;
   e. stroke/TIA; or
   f. blood clots;
6. have diabetes that is treated with insulin AND take prescription medication for a heart condition (excluding medication to treat high cholesterol or high blood pressure);
7. use home oxygen or take an oral steroid to treat a lung condition;
8. are currently being treated for cancer, excluding breast or prostate cancer treated exclusively with hormone therapy;
9. were diagnosed; received new *medical treatment* (e.g. consultation, tests or *prescription drugs*); or had a change in *your medical treatment* (e.g. a stop, start or dosage change to a *prescription drug*) for, any of the following conditions in the last 12 months:
   a. liver failure;
   b. GI bleed;
   c. AIDS; or
   d. terminal illness;
10. have had any of the following procedures in the last 12 months:
   a. valve surgery or replacement;
   b. kidney dialysis;
   c. organ, stem cell or bone marrow transplant;
11. require assistance from another person(s) with *activities of daily living* (*ADL*) if *you* are 70 years of age or older;
12. are not a Canadian resident;
13. have not purchased prior to departing on *your trip*; and
14. are 80 years of age or older at the time of application.

If any of the *medical conditions* listed above do apply to *you*, contact *GMS* immediately as *you* are not covered.

Should any changes to *your* health occur after *you* applied for coverage, *GMS* must be notified and *your* application updated.
A change in *your* health may:

1. affect *your* eligibility for coverage; or
2. increase *your* required premium.

Changes to *your* health that do not affect eligibility will still constitute a change in stability and may limit *your* available coverage.

Coverage Begins & Ends

Your Multi-Trip Annual Plan begins on the *effective date* as chosen by *you* on *your* application.

Your Multi-Trip Annual Plan ends on the last day of the *policy year*. Multi-Trip Annual Plan coverage begins for each *trip* on *your departure date* from *your province/territory of residence* and ends for each *trip* on the earlier of the following day:

1. *you* return to *your province/territory of residence*;
2. *you* reach the maximum *trip* length allowable under the plan option chosen; or
3. *you* are returned to *your province/territory of residence*.

Coverage also ends immediately if *you* fail to comply with *GMS'* option to return *you* to *your province/territory of residence* for further *medical treatment*.

Coverage for a *trip you* have started prior to the expiry of this plan will be continued if *you* apply and are eligible for an equivalent Multi-Trip Annual Plan with *GMS,* which is in effect without a gap in coverage. Coverage is limited to an aggregated maximum of 15 or 30 days between the plans.

Coverage Extensions

Your Multi-Trip Annual Plan will automatically be extended up to 72 hours if the return to *your province/territory of residence* is delayed beyond the *expiry date* of the policy due to any of the following.

1. *You* are delayed due to *your* or *your travelling companion's medical emergency*. Written confirmation from the attending *physician* is required to verify that *you* or *your travelling companion* are medically unfit to travel. The 72 hour extension will begin once *you* have been deemed medically fit to travel or are discharged from the *hospital*. In-*hospital* care during the *medical emergency* continues to be covered by *your* policy until *your* discharge from *hospital*.
2. A delay of a *common carrier you* are travelling on causes *you* to miss *your return date* to *your province/territory of residence*.
3. The vehicle *you* are travelling in:
   a. is involved in an *accident*;
   b. has a mechanical breakdown; or
   c. is delayed by a police directed road closure.

Policy Changes

Prior to *your effective date you* may contact *GMS* to:

1. change *your deductible* amount; or
2. add or remove an insured person.

Requesting a Refund

1. Prior to *your effective date you* are entitled to a full refund.
2. After *your effective date*, the policy is non-refundable.

GENERAL CONDITIONS

The following conditions apply to all insurance coverage and additional coverage purchased.

1. **Coverage Starts -** coverage is not effective until *GMS* approves the application, and the appropriate premium has been paid.
2. **Currency -** all amounts stated in this policy are in Canadian funds.
3. **Interest -** benefits payable shall not include interest charges.
4. **Laws Applied -** this policy shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.
5. **Subrogation -** if *reasonable and customary* expenses are incurred due to the fault of a third party, *GMS* may take legal action against the person(s) at fault in *your* name to recover these expenses and *you* hereby agree that *GMS* may do so. *You* agree to fully cooperate with *GMS* in any action that might be taken.
6. **Excess Coverage to Other Insurance Plans -** this policy is in excess only of all other insurance coverage or amounts recoverable by any other party. If *GMS* pays *reasonable and customary* expenses to *you* and a third party makes payment for those same benefits, *you* are responsible for reimbursing *GMS* the amount previously paid by *GMS*.
7. **Excess Coverage to Government Health Plan -** this policy is in excess of what would normally be payable under *your government health plan*. There is no coverage for any benefits provided by a *government health plan* on the policy *effective date* regardless of whether such benefits continue to be provided by a *government health plan* at the time the claim is made.
8. **Coordination of Benefits -** in the event *you* have concurrent insurance from another source(s) with respect to benefits provided under this policy, benefits shall be coordinated in accordance with the Canadian Life and Health Insurance Association guidelines, except:
   a. when retirement group health coverage exists with a lifetime limit of $50,000 or less; or
   b. where a claim is made under the baggage loss, damage and delay benefit of *GMS Trip* Cancellation Coverage.
9. **Maximum Payable When Coordinating Benefits -** if a covered person is entitled to similar benefits under any other individual or group coverage, the benefits payable under this coverage shall be coordinated so that the total payment from all coverage shall not exceed the amount for which the claim is made.
10. **Rights to Designate a Person -** *GMS* reserves the right to restrict or deny *your* right to designate persons to whom insurance money is payable.
11. **Right to Transfer -** *GMS*, in consultation with the attending *physician*, reserves the right to transfer *you* to another *hospital* or medical facility or to return *you* to *your province/territory of residence* if deemed *medically necessary*.
12. **Maximum Payable -** insurance is in effect only for coverage and *sum insured* as indicated on *your* application for which the premium has been paid. Benefits are payable in accordance with the benefits listed in this policy and limited to the *sum insured*.
13. **Service Providers -** *GMS* reserves the right to negotiate amounts payable on *your* behalf with any service provider who provides services covered by this insurance. Payments will be provided directly to the service provider. *You* may not claim or receive more than 100% of covered incurred expenses. Payment under this condition is subject to all other policy conditions and limitations.

14. **Payment Not a Guarantee -** payment of any amount by *GMS* on *your* behalf does not constitute a guarantee that *GMS* will cover *your* expenses if *GMS* determines *you* have no coverage under this policy. *You* must repay, on demand, any amount paid or authorized by *GMS* on *your* behalf if and when *GMS* determines that the amount was not payable under the terms and conditions of *your* policy.
15. **Right to Investigate -** *GMS* reserves the right to investigate or obtain a private opinion on any claim and to obtain any and all information relating to a claim.
16. **Misrepresentation -** any material misrepresentation, provision of incorrect information, or non-disclosure of information by *you* will result in non-payment of any claim and will void *your* coverage.
17. **Authorization -** by purchasing this policy *you* are:
    a. authorizing any *physician*, health care provider, other person, *hospital* or institution to release to *GMS* and/or its authorized agents, representatives, affiliates or assistance service provider (collectively "*GMS*") any information covering *your* medical history, symptoms, *medical treatment*, examination, *diagnosis* and/or services rendered to *you* and or *your dependants;*
    b. authorizing *GMS* to collect, store and use any information which is provided by *you* and any information obtained pursuant to clause a. and c.;
    c. authorizing *GMS* to obtain information from, or disclose information to any *government health plan*; the operator of any clinic or other health facility; a *physician* or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required (this information is intended for the purpose of administering the policy and communicating with *you*); and
    d. acknowledging, subject to legal or contractual restrictions, *you* may (upon reasonable written notice to *GMS*), choose to withdraw *your* consent to the collection, use and disclosure of such information. If *your* consent is withdrawn, *you* will restrict *GMS*' ability to administer *your* policy. Further, if *you* withdraw *your* consent, *GMS* may not be able to offer *you GMS* products and services and *you* will limit *GMS*' ability to pay *your* claim(s).
18. **Obligation to Cooperate -** *you* agree to fully cooperate with *GMS* to provide the documentation and authorization required by *GMS* to administer *your* policy, including the assessment of *your* claims. Failure to do so with respect to the assessment of *your* claims will result in the non-payment of claims, in accordance with the General Conditions.
19. **Right If Premium Is Owed -** *GMS* reserves the right to suspend claims reimbursement until such time as payment of premium in full is received. In the event of non-payment of premium, *GMS* reserves the right to terminate the policy, with notice.
20. **Policy Evaluation Period -** for Single-Trip plans greater than 190 days and all Multi-Trip Annual plans with emergency medical coverage, *you* have 10 days from the day *you* apply for *your* policy to return it to *GMS* for cancellation. The policy will be considered null and void and any premium paid up to the end of the 10-day examination period will be refunded, provided no claim has been incurred. If a claim has been paid, the amount of the claim must be immediately repaid to *GMS*, less the premium amount, before the policy will be deemed null and void. This period of examination expires 10 days after *you* apply for *your* policy and have received a copy of the policy. Failure to return the policy will be considered an acceptance of all of its terms, conditions and limitations. All other requests for termination are subject to the conditions provided for in the Statutory Conditions.
21. **Statutory Limitation -** every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act (BC, AB, MB, NS, PE – title of act may vary by jurisdiction), Limitations Act (SK, NF), Limitations Act, 2002 (ON) or other applicable legislation.
22. **Statutory Conditions -** despite any other provision of the policy, the policy is subject to the statutory conditions in the applicable insurance act respecting contracts of *accident* and sickness insurance of the Canadian province where the policy was issued.

STATUTORY CONDITIONS

Pursuant to the Insurance Act, the relevant statutory conditions which relate to individual health and travel insurance products have been provided below.

1. **The contract**
   (1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed on in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
   (2) The insurer shall, on request, provide to the insured or to a claimant under the contract a copy of the application.
2. **Material facts**
   No statement made by the insured or a person insured at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers provided as evidence of insurability.
3. **Termination of insurance**
   (1) The contract may be terminated:
      (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
      (b) by the insured at any time on request.
   (2) If the contract is terminated by the insurer:
      (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
      (b) the refund must accompany the notice.
   (3) If the contract is terminated by the insured, the insurer must refund as soon as is practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
   (4) The insurer may deliver notice of termination to the insured by personal delivery, regular post or registered mail. Where notice is delivered by:
      (i) personal delivery, 5 days' notice of termination shall be given which notice shall begin on the date of personal delivery;
      (ii) regular post, 10 days' notice of termination shall be given which notice shall begin on the day following the date of mailing of notice; or
      (iii) registered mail, 15 days' notice of termination shall be given which notice shall begin on the day following delivery of the registered letter to the insured's address.
5. **Notice and proof of claim**
   (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, must:
      (a) give written notice of claim to the insurer not later than 30 days after the date a claim arises under the contract on account of an accident, sickness or disability:
         (i) by delivery of the notice, or by sending it by registered mail, to the head office or chief office of the insurer in the province/territory; or
         (ii) by delivery of the notice to an authorized agent of the insurer in the province/territory;
      (b) within 90 days after the date a claim arises under the contract on account of an *accident*, sickness or disability, provide to the insurer such proof as is reasonably possible in the circumstances of:
         (i) the happening of the accident or the start of the sickness or disability;
         (ii) the loss caused by the accident, sickness or disability;
         (iii) the right of the claimant to receive payment;
         (iv) the claimant's age; and
         (v) if relevant, the beneficiary's age; and
      (c) if so required by the insurer, provide a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim is made under the contract and, in the case of sickness or disability, its duration.
   (2) Failure to give notice of claim or provide proof of claim within the time required by this condition does not invalidate the claim if:
      (a) the notice or proof is given or provided as soon as is reasonably possible, and not later than the limitation period set out in The Limitations Act after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or provide the proof in the time required by this condition; or
      (b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or provided no later than the limitation period set out in The Limitations Act after the date a court makes the declaration.
6. **Insurer to provide forms for proof of claim**
   The insurer must provide forms for proof of claim within 15 days after receiving notice of claim, but if 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*, sickness or disability giving rise to the claim and of the extent of the loss.
7. **Rights of examination**
   As a condition precedent to recovery of insurance moneys under this contract:
      (a) the claimant must give the insurer an opportunity to examine the person insured when and as often as it reasonably requires while a claim is pending;
      (b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies; and
      (c) the insurer shall bear the costs of any examination or autopsy and shall provide copies of reports of any examination or autopsy to the insured or the insured's representative.
8. **When moneys payable other than for loss of time**
   All money payable under the contract, other than benefits for loss of time, must be paid by the insurer within 60 days after it has received proof of claim.

DEFINITIONS

These apply to all insurance coverage and additional coverage purchased.

accident/accidental: a happening due to external, sudden, fortuitous causes beyond *your* control.

accommodations: includes but is not limited to lodging in a hotel, motel, hostel or a private home offering lodging for commercial purposes (i.e. bed and breakfast or vacation rental by owner). It does not include non-commercial lodgings which include but are not limited to homes of friends or family, or tents or campers.

activities of daily living (ADL): activities such as personal hygiene and grooming; dressing and undressing; self-feeding; functional transfers (getting into and out of bed or a wheelchair, getting onto or off the toilet, etc); and bowel and/or bladder management that *you* require daily assistance with.

booking date: the first day on which *you contracted your trip* and issued payment in full or in part for the *trip*.

common carrier: a conveyance (bus, taxi, train, boat, airplane or other vehicle), that is licensed, intended and used to transport paying passengers.

contracted: describes an agreement entered into where there is reference to a destination, a date and/or the time and place of arrival and/or departures for the *trip*.

deductible: the portion of eligible expenses *you* are responsible to pay out-of-pocket. *GMS* is only liable to pay sums in excess of this amount.

departure date: the day *you* leave *your province/territory of residence*.

dependant(s): any unmarried child of *your*s or *your spouse* (including step-child, adopted child or a child for whom *you* have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon *you* or *your spouse* for support and maintenance, and is:

a. under 21 years of age; or
b. under 25 years of age if the child is enrolled in at least 3 classes per semester or 60% of a full course load in a full-time student educational facility; or
c. a developmentally or physically disabled child, regardless of age, if satisfactory proof of disability is received at time of application.

diagnosis: identification of *medical conditions*, illness or injury through investigation or analysis of the signs and symptoms.

effective date: means the date coverage starts as indicated in the section of this policy titled Coverage Starts and Ends for the specific plan purchased. For additional coverage or for coverage where it is not specified, the *effective date* is the date shown on *your* application.

expiry date: means the date coverage ends as indicated in the section of this policy titled Coverage Starts and Ends for the specific plan purchased. For additional coverage or for coverage where it is not specified, the *expiry date* is the date shown on *your* application.

family member: *your* legal or common-law *spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, in-law or natural or adopted child.

GMS: Group Medical Services and/or its authorized agents, representatives, affiliates or assistance service provider.

GMS Travel Assistance: the assistance service which has been appointed by *GMS* to perform all assistance services where indicated under this policy.

government health plan: any insurance provided by or under the administrative control of any government or governmental agency in accordance with any law (other than The Employment Insurance Act of Canada) or any insurance coverage regulated by any government.

hospital: an institution licensed as an accredited *hospital* that is staffed and operated for the care and *medical treatment* of in-patients and out-patients. *Medical treatment* must be supervised by *physician*s and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction *medical treatment* centre, convalescent, rest or nursing home, home for the aged or health spa.

medical condition(s): a disease, illness or injury including symptoms of undiagnosed conditions.

medical consultation: the act of meeting with a *physician* for the purpose of discussing and evaluating signs or symptoms in an effort to diagnose a *medical condition*, illness or injury; or for the purpose of evaluating *your* progress and *medical treatment* of a *medical condition*, illness or injury.

medical emergency: a sudden and unforeseen *medical condition* that requires immediate *medical treatment*. A *medical emergency* no longer exists when the evidence reviewed by *GMS Travel Assistance* indicates that no further *medical treatment* is required at destination or *you* are able to return to *your province/territory of residence* for further *medical treatment*.

medically necessary: a *medical treatment*, service or supply which is generally accepted by the medical profession as essential, effective and appropriate in the care and treatment of a *medical condition*, sickness or injury.

medical treatment: a procedure prescribed, performed or recommended by a *physician* for a *medical condition*. This includes but is not limited to prescribed medication, investigative testing and surgery.

physician: a person who is not *you* or a member of *your* immediate family or *your travelling companion*, who is a medical doctor licensed to prescribe and administer *medical treatment*. Medical services must be provided within scope and jurisdiction where the medical services are provided.

policyholder: a person in whose favour an insurance policy is issued.

policy year: three hundred 365 days following the *effective date* of the policy.

prescription drug: a licensed medicine that is regulated by legislation to require a prescription before it can be obtained. The term is used to distinguish it from over-the-counter drugs which can be obtained without a prescription. When referring to a *prescription drug* for a specified condition it includes but is not limited to those prescribed for the direct *medical treatment* of the diagnosed condition, the *medical treatment* of the symptoms associated with the diagnosed condition and the prevention of symptoms associated with the diagnosed condition.

province/territory of residence: is the province or territory *you* have declared as *your* permanent residence and *you* reside in for the required number of days outlined by *your* provincial/territorial health care legislation and/or *government health plan* in order to maintain *your* health coverage.

reasonable and customary: charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

return date: the date *you* are *contracted* to return to *your province/territory of residence*.

spouse: a legal *spouse* by virtue of religious or civil marriage, or a person who has been residing with the *policyholder* continuously for at least 1 year and who has been maintained and publicly represented by the *policyholder* as the *policyholder*'s *spouse*.

stable: a *medical condition* is considered *stable* and controlled, only when all of the following statements are true.

1. there has not been any new *medical treatment* prescribed or recommended, or change(s) to existing *medical treatment* or stopped *medical treatment*; and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stopping to prescribed dosage), except:
   a. a dosage adjustment for anti-hypertensive or cholesterol lowering medication;
   b. a change from brand name medication to generic medication and vice versa of the same dosage;
   c. Coumadin/Warfarin prescribed as an anticoagulation therapy adjusted to ensure *your* INR is maintained within therapeutic range as directed by *your physician*(s) provided there has been no other change in *your* condition; and
   d. insulin or oral anti-diabetic medication where blood levels are tested on a regular basis and adjustments to the dosage are made to ensure *your* blood glucose level is maintained within therapeutic range as directed by *your physician*(s) provided there has been no other change in *your* condition; and
3. the *medical condition* has not become worse; and
4. there have not been any new, more frequent or more severe symptoms; and
5. there has been no hospitalization or referral to a specialist; and
6. there has been no tests, investigation or *medical treatment* recommended, but not yet complete, nor any outstanding test results.

sum insured: the maximum sum payable, which *you* selected at the time of purchase, or which applies automatically to, a given insurance coverage.

terrorism: an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of *war*, act of foreign enemies or rebellion.

transportation: means economy class transport on a *common carrier* whether by land, air or sea.

travel arrangements: means any pre-arranged provisions made as part of a *trip* including but not limited to *accommodations*, food, car rentals, excursions or events.

travel supplier: a licensed, registered or otherwise legally authorized tour operator, travel wholesaler, ground transporter, airline, cruise line or provider of *accommodations* that has been *contracted* by *you* or on *your* behalf to provide travel services to *you*.

travelling companion: is a person who is listed on *your* application or a person with whom *you* have pre-paid *accommodations* or *transportation* for the same *trip* and who will accompany *you* throughout the *trip*, to a maximum of 4 persons including yourself.

trip(s): the entire period of travel *contracted* by *you*, and for which a premium was paid.

war: armed conflict, whether or not *war* has been declared, between nations or factions within a nation.

you or **your:** any person who is eligible for coverage for any benefit under this policy.

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