

LIMITATIONS, RESTRICTIONS AND EXCLUSIONS

LIMITATIONS

- a) This insurance covers eligible expenses based on usual and customary expenses in accordance with standard practices incurred in the event of emergency outside the province of residence.
- b) The expenses payable are limited to maximum amounts provided for in the Benefit Schedule.
- c) Trips separated by a return to the province of residence for less than 72 hours shall be considered a single trip for the purpose of the number of consecutive days allowed.
- d) The expenses payable may be reduced if the insured person or the person accompanying him does not notify the insurer as soon as possible that an event has occurred.
- e) For Trip Cancellation, the insurer's liability is limited to the cancellation costs stipulated in this contract 48 hours after the date of the cause of cancellation or the first following working day if it occurs during a statutory holiday.

RESTRICTIONS

- a) The insurer and the medical assistance services are not responsible for the availability or quality of medical and hospital care received, nor for the impossibility of obtaining such care or services.
- b) The medical assistance service reserves the right to interrupt, shorten or restrict travel assistance services in any part of the world in the event of rebellion, riot, military insurrection, war, labour dispute or strike, nuclear accident, natural disaster, or in the event that the authorities of the country visited refuse the medical assistance service the right to offer services. Nevertheless, the medical assistance service will do everything possible to provide services during any such eventuality.
- c) In the absence of medical contraindications, the insurer may require repatriation of any insured or his transfer to a different medical facility. The insured person's refusal of repatriation shall terminate the insurance coverage and a notice of termination to the insured shall be sufficient.
- d) No expenses shall be paid and no assistance shall be provided to the insured by the insurer or the medical assistance service when expenses are incurred during a trip in the insured's province of residence.

EXCLUSIONS

No expenses are payable for care related to a medical condition for which, in the ninety (90) days preceding the departure date, unless it is established to the satisfaction of the insurer that the condition has been stabilized, the insured person has:

- been hospitalized;
- received or was prescribed medical treatment;
- consulted a physician;
- had a change in medication, its dosage or use.

Expenses incurred during a trip that exceeds the number of days of coverage provided for in the Benefit Schedule, shall not be covered by this insurance from the first day if the insured person does not top up his coverage with another travel insurance contract to cover the total duration of the trip.

Also, no benefits are payable for loss arising from the following causes or events:

- a) Expenses incurred for and while travelling in a country or region covered by the Government of Canada's travel advisory to avoid all non-essential travel (level 3) or to avoid all travel (level 4), issued prior to the date of departure;
- b) The insured person's (or in the case of trip cancellation, his travelling companion's) participation or attempted participation in a criminal act or a riot;

- c) Any accident or illness resulting from a public confrontation, a riot, insurrection or war or act of war, whether war is declared or not;
- d) The insured person's participation in an aerial flight in any capacity other than that of a paying passenger on a regular or chartered flight;
- e) Suicide or any injury or damage that the insured inflicts on himself, whether sane or insane;
- f) Training maneuvers of the armed forces;
- g) Expenses incurred for pregnancy, miscarriage, childbirth or any related complications occurring when the gestation period is 32 weeks or more;
- h) The insured suffers bodily injury while driving a vehicle under the influence of alcohol or drugs;
- i) The insured's participation in any sport or any dangerous activity such as but not limited to: land or water motor vehicle racing, scuba diving, hang-gliding or parasailing, mountain climbing, parachute jumping (free fall or not), bungee jumping, back-country snow sports, combat sports, or any other similar dangerous activity or sport. In general, the sports considered dangerous are extreme, with contact, or adventure sports. These sports can occur on the sea, in the air or on land. They usually involve speed, specialized equipment, stunts or physical contact and carry a higher risk of accident or injury.
- j) No expenses are paid for elective or non-emergency surgery or treatment if the trip outside the insured's province of residence is undertaken with the intention of receiving medical treatment or hospital services, whether or not the trip is undertaken on the recommendation of a physician;
- k) Expenses incurred for care that is not medically necessary, or provided for cosmetic purposes, or care that goes beyond ordinary care;
- l) All expenses payable or reimbursable or that would normally have been payable or reimbursable under any government insurance plan or private insurance plan;
- m) All expenses in excess of what is reasonable, given the seriousness of the case, normal rates in effect in the region and the procedures normally used;
- n) All care and services provided by a third party or which would be provided in the absence of insurance;
- o) Services, care or products administered for experimental purposes;
- p) Any care or services provided free of charge or that would be free of charge in the absence of insurance or that are not at the insured's expense;
- q) expenses incurred for a health trip, a rest cure, diet purposes or weight-loss treatments;
- r) Expenses incurred for care or services provided by a member of the insured's immediate family;
- s) Medical expenses arising from any illness or injury attributable to an occupation or employment for wages or profit;
- t) The cost or routine examination or medical check-up or any expense incurred in connection with a medical examination or medical treatment for purposes other than curative;
- u) Any drugs available over the counter (GP products) not requiring a medical prescription;
- v) Expenses incurred without the prior approval of the insurer;
- w) Administrative fees for the completion of documents;
- x) Any claims received after the earliest of the following dates:
 - a. more than 12 months after the date on which the expenses were incurred;
 - b. more than 90 days after the date on which the policy terminated, regardless of the service date;

Specific additional exclusions applying to trip cancellation insurance

No benefits are payable for loss resulting from the following causes or events:

- 1) The insured person knew the reason that would prevent him from undertaking or completing the trip at the time of purchase or on the departure date;
- 2) The reason given does not prevent, beyond any reasonable doubt, the insured person from undertaking or completing the trip;
- 3) The trip is undertaken with the intention of receiving medical treatment or hospital services, whether or not the trip is undertaken on the recommendation of a physician;
- 4) For persons aged between 61 and 75, whose trip does not exceed 45 days, and for persons aged 60 or less, where the illness or injury incurring expenses is related to a medical condition for which the person has already consulted a physician, been under treatment, taken medication or been advised to do so in the 3 months preceding the purchase of the trip, or the date of departure. This restriction does not apply if this medical condition began more than 3 months before the purchase of the trip or the date of departure and has remained stable or under control during these 3 months;
- 5) For persons who are aged between 61 and 75, and whose trip lasts 46 days or more, if the illness or injury incurring expenses is related to a medical condition for which the person has already, during the 12-month period preceding the purchase of a trip or the date of departure:
 - consulted a physician;
 - undergone treatment;
 - taken medication or was advised to do so.

This restriction does not apply if the medical condition giving rise to expenses:

- began more than 12 months before the purchase of the trip or date of departure;
- has remained stable and under control during the 12 months preceding the purchase of the trip or the date of departure; and
- if it is not one of the following medical conditions:
 1. chronic obstructive pulmonary disease
 2. heart attack
 3. angina
 4. stroke
 5. malignant tumour

However, the medical conditions listed above are not taken into consideration if they began more than 36 months before the purchase of the trip or the date of departure, and have remained stable and under control over the past 36 months;

- 6) The trip is undertaken for the purpose of visiting a person who is ill or has suffered an accident, and the cancellation or interruption of the trip results from the death or deterioration of the medical condition of that person;
- 7) At the time of finalizing the travel arrangements, the insured person is aware of an event that could reasonably give rise to the planned trip's cancellation or interruption;
- 8) The insured's ingestion of toxic quantities of medication, alcohol or drugs;
- 9) Pregnancy, miscarriage, childbirth or related complications when these expenses are incurred within 12 weeks of the expected date of delivery.