JF OPTIMUM PLUS VISITOR PLAN Policy

JF Insurance Agency Group Inc.

Effective February 2016

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

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

From anywhere call COLLECT
905-707-9555

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

Section I Important Notice

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy, as *your* coverage may be subject to certain limitations and exclusions.
3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to *your* trip. Check to see how this applies in *your* policy and how it relates to *your* effective date. In the event of an *accident*, *injury* or *sickness*, *your* prior medical history will be reviewed after a claim has been reported.
4. All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

Section II Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

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

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

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

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

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

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

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

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

Hospital means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of a *sickness* or *injury* in the acute phase, or active treatment of a chronic *sickness*; which has facilities for diagnosis, major surgery and in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, or a facility operated mainly as a clinic, extended or palliative care facility rehabilitation facility, addiction treatment centre or health spa.

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

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

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

Insured Person means any eligible person who is named on the application or the confirmation of insurance.

Insurer means CUMIS General Insurance Company, a member of The Co-operators group of companies**.**

Major organ means heart, kidney, liver or lung.

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

Medically Necessary in reference to a given service or supply means such service or supply:

a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
b) is not experimental or investigative in nature;
c) cannot be omitted without adversely affecting *your* condition or quality of medical care; and
d) cannot be delayed until *your* return to *your country of origin*.

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

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

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

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

Reasonable and Customary Costs means costs that are incurred for approved, eligible medical services or supplies and that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* or *injury*.

Sickness means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment.*

Spouse means the person to whom *you* are legally married or with whom *you* have been residing with in a common-law relationship for at least the last 12 months.

Stable Pre-Existing Medical Condition means:

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

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

Terminal applies to a medical condition for which a *physician* gave a prognosis of eventual death or for which palliative care was received prior to the effective date.

Terrorism means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any groups(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

You or **Your** or **Yourself** means the ***insured person***.

Section III Eligibility

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

1. be a visitor to Canada, a person with a Canadian work visa or super visa, an immigrant to Canada or a Canadian resident, who is not eligible for a provincial or territorial government health insurance plan in Canada;
2. be at least 15 days old on the date of purchase;
3. not have been diagnosed with a *terminal* illness; or not have been diagnosed with stage 3 or 4 cancer; or

4. not have been diagnosed with or have required *medical treatment* for kidney disease requiring dialysis; or
5. not have been diagnosed with or have had an episode of congestive heart failure;. or
6. not have had a lung condition for which, in the last 12 months, *you* have been prescribed or used home oxygen; or
7. not have received or is awaiting a bone marrow or major organ transplant.

Section IV Insurance Agreement

A. The Contract

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

B. Duration of Coverage

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

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

4. **Waiting Period**

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

a) **Age 85 or under:**
   i. If age 85 or under and coverage is purchased within 30 days after arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 48 hours following the effective date of this policy.
   ii. If age 85 or under and coverage is purchased more than 30 days after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 7 days following the effective date of this policy.

b) **Age 86 or over:**
   i. If age 86 or over and coverage is purchased at any time after *your* arrival in Canada, then in respect of any *sickness*, *you* will not be entitled to receive reimbursement for *sickness* or symptoms which manifested or were contracted or treated within 15 days following the effective date of this policy.

c) The Waiting Period may be waived if this policy:
   i. is purchased on, or prior to, the expiry date of an existing JF Optimum Plus Visitor Insurance policy already issued by the *Administrator Company* to take effect on the day following such expiry date, provided no increase in the aggregate policy limit (*Sum Insured* option) or rate schedule change is applied for;
   ii. the *Administrator Company* specifically waives or modifies the waiting period in writing; or
   iii. If *you* have coverage with another insurer during the first part of *your* trip in Canada, and *you* are purchasing this insurance after *your* arrival in Canada and there will be no gap in *your* coverage, *you* may request to have the waiting period waived. *You* must provide proof satisfactory to the *Administrator Company* that *you* have other coverage in force prior to purchasing this policy and receive written approval from the *Administrator Company*.

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

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

a) *you* are *hospitalized* due to an *emergency* on the expiry date indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as *you* are *hospitalized* and the 72-hour extension will commence upon release from *hospital*;
b) a late train, boat, bus, plane, or other vehicle in which *you* are a passenger causes *you* to miss *your* scheduled return to *your country of origin*, including by reason of inclement weather;
c) the vehicle in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown that prevents *you* from returning to *your country of origin*;
d) *you* must delay *your* scheduled return to *your country of origin* because *you* are not deemed medically stable to travel by the *Assistance Company*.

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

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

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

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

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

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

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

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

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

G. Premium Refunds

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

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

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

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

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

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

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

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

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

Section V Benefits

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

2. **Physician Charges:**
   a) The services of a legally licensed *physician*, surgeon, or anaesthetist.
   b) When declared *medically necessary* by the attending *physician* at the time of the emergency, additional follow-up visits, provided they are directly related to the *emergency* and the *emergency* has been reported to the *Assistance Company*.

3. **Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by the *Assistance Company*

4. **Private Duty Nursing:** The professional services of a registered private nurse (other than by an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* while *hospitalized*, when ordered by the attending *physician* and approved in advance by the *Assistance Company*.

5. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest *hospital*.

6. **Prescription Drugs:** Up to $500, limited to a 30-day supply per prescription, unless *you* are *hospitalized*, drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.

   Note: To file a claim, *you* must provide original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

7. **Medical Appliances:** When prescribed by a *physician* and approved in advance by the *Assistance Company*, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.

8. **Paramedical Services:** Treatment provided by a *paramedical practitioner* up to a maximum of $500, provided such treatment is prescribed by a *physician* and approved by *Ontime Care*.

9. **Acupuncture Treatment:** When a 365-day JF Optimum Plus Insurance policy is purchased, up to a maximum of $500 for acupuncture treatments. Treatments must be performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not have a DIN number. (Please refer to SECTION VII - EXCLUSIONS #14.)

10. **Treatment of Dental *Accident*:** *Emergency* dental treatment to a maximum of $3,000 to repair or replace sound natural teeth or repair dentures or other dental devices as result of an accidental blow to the face. *You* must consult a *physician* or a dentist immediately following the *injury*. Treatment must take place before *you* return to *your country of origin*. An *accident* report is required from the *physician* or dentist for claims purposes.

11. ***Emergency* Relief of Dental Pain:** *Emergency* treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of $500 during the coverage period.

12. **Flight *Accident*:** Up to the *sum insured* in case of death as a result of an *injury* sustained during the period of coverage while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same *accident* exceed $300,000, the Insurer's liability for that *accident* is limited to $300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under a JF Optimum Plus Visitor Insurance policy underwritten by the Insurer.

13. **Repatriation:** When approved in advance and arranged by the *Assistance Company*. (Please refer to SECTION VI - LIMITATIONS AND RESTRICTIONS # 7 - Transfer or Medical Repatriation.)
   a) up to the cost of a one-way economy airfare to return *you* to *your country of origin*; or
   b) the fare for additional airline seats to accommodate a stretcher or medical attendant, to return *you* to *your country of origin*.

14. **Preparation and Return of Remains:** In the event of death, up to a maximum of $10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her *country or origin*; or up to a maximum of $4,000 for cremation and/or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit.

Section VI Limitations and Restrictions

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

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

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

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

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

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

7. **Transfer or Medical Repatriation**
   During an *emergency* (whether prior to admission, during a covered *hospitalization* or after *your* release from *hospital)*, the *Assistance Company* reserves the right to:
   a) transfer *you* to one of its preferred health care providers, and/or
   b) return *you* to *your country of origin*, for *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by the *Assistance Company,* the Insurer will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return. The *Assistance Company* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

Section VII Exclusions

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

1. *Pre-existing medical condition(s)* that are not *stable pre-existing medical conditions* if you are:
   a) age 69 or under; or
   b) age 70 to 85 and paid for the *stable pre-existing medical condition* coverage option.
2. *Pre-existing medical condition(s)* if you are:
   a) age 70 to 85 and have not paid for the *stable pre-existing condition* coverage option; or
   b) age 86 or older.
3. **For policy extensions only:** *Sickness* or *injury* which first appeared, was diagnosed, or received treatment prior to the effective date of the insurance extension.
4. Any *sickness* or symptoms which manifested during the Waiting Period.
5. Expenses for which no charge would normally be made in the absence of insurance.
6. Committing or attempting to commit an illegal act or a criminal act.
7. any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; *terrorism*; riot; rebellion; revolution or insurrection; military power or any service in the armed forces.
8. Suicide, attempted suicide or self-inflicted *injury* whether sane or insane.
9. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are *hospitalized*.
10. Any loss ,*sickness* , *injury* or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant, whether sane or insane
11. Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
12. Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such trip is taken on the advice of a *physician* or surgeon.
13. Any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.
14. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
15. *Hospitalization* or services rendered in connection with general health examinations for "check-up" purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, preventative medicines or vaccines, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
16. Non-compliance with any prescribed medical therapy treatment (as determined by the *Assistance Company)* or failure to carry out a *physician*'s instructions.
17. Treatment of an acute *sickness* or *injury* after the initial *emergency* has ended (as determined by the *Assistance Company*).
18. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your country of origin* when medical evidence indicates that *you* could return to *your country of origin* to receive such treatment. The delay to receive treatment in *your country of origin* has no bearing on the application of this exclusion.
19. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by the *Assistance Company* prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.
20. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved by the *Assistance Company.*
21. Expenses in *your country of origin*.
22. *Emergency* air transportation and/or car rental unless approved and arranged in advance by the *Assistance Company*
23. Cataract surgery or any services provided by an optometrist.
24. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by the *Assistance Company.*
25. Participation in:
   a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
   b) any competitive motorized sporting events, racing or speed contests;
   c) scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
26. Flight *accident* (unless *you* are travelling as a fare paying passenger on a commercial airline).
27. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
28. Fillings, crowns, bridges, tooth extractions, root canals and repairs to dentures or other dental devices.
29. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.

30. Any expenses incurred if you travel to, in or through (i) a country that the Canadian Government, or any department thereof, has advised Canadians not to travel to during the time of your trip if the advisory is issued prior to your departure date; or ii) another country if it would be in violation of economic or trade sanctions imposed under applicable law to afford coverage for travel to such a destination. This exclusion only applies to temporary visits outside of Canada.

Section VIII International Assistance Services

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

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

From anywhere call COLLECT **1-905-707-9555**

1. ***Emergency* Call Centre**
   No matter where *you* are, professional assistance personnel are ready to take *your* call. Please consult *your* insurance card for *emergency* numbers.
2. **Benefit Information**
   Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.
3. **Case Management**
   Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*.
4. Interpretation Service
   We can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.
5. **Direct Billing**
   Whenever possible, we will instruct the *hospital* or clinic to bill the *Assistance Company* directly.
6. **Claims Information**
   We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

Section IX How to File a Claim

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

   Note: If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim. (Please refer to SECTION XI - STATUTORY CONDITIONS #5.)
2. **Payment of Benefits**
   All payments are payable to *you* or on *your* behalf. Benefits for loss of life are made to *your* estate unless another beneficiary is designated in writing to the *Assistance Company* or the *Administrator Company*. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.
3. **Send all pertinent documents to:**
   Ontime Care Worldwide Inc.
   15 Wertheim Court, Suite 512,
   Richmond Hill, ON L4B 3H7

Indicate *your* policy number on all correspondence.

Section X General Provisions

1. **Subrogation**
   If *you* suffer a loss covered under this policy, the *Assistance Company* is granted the right from *you* to take action to enforce all *your* rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights.
   You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.
2. **Other Insurance**
   This insurance is a second payor plan. For any loss or damage *insured* by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your country of origin* that are in excess of the amounts for which *you* are *insured* under such other coverage.
   All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *Assistance Company* seek to recover against employment-related plans if the lifetime maximum for all in-country and out-of-country benefits is $50,000 or less. If *your* lifetime maximum is greater than $50,000, the *Assistance Company* will coordinate benefits only above this amount.
3. **Misrepresentation and Non-disclosure**
   The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.
4. **Arbitration**
   Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.
5. **Applicable Law**
   This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.
6. **Safeguarding *Your* Privacy**
   The *Administrator Company* places great importance on the protection of *your* privacy. The *Administrator Company* collects *your* personal information when *you* apply for this insurance and in the event of a claim, to provide *you* with insurance services and to analyze *your* claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *Assistance Company* may collect *your* personal health information held by a third party. This information may be released to employees of the *Assistance Company*, the *Administrator Company* and the Insurer for claims analysis and to better serve *you*. In no case will the Insurer release this information to any person or organization that is not clearly entitled to it without first seeking *your* consent.

Section XI Statutory Conditions

1. **The Contract** - The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
2. **Waiver** - The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.
3. **Copy of Application** - The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.
4. **Material Facts** - No statement made by *you* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim** - *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:
   a) give written notice of claim to the *Assistance Company* by delivery thereof or by sending it by registered mail to the *Assistance Company* not later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
   b) within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *Assistance Company* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
   c) if so required by the *Assistance Company* or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.
6. **Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.
7. **Insurer to Furnish Forms for Proof of Claim** - The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.
8. **Rights of Examination** - As a condition precedent to recovery of insurance money under this contract:
   a) the claimant shall afford to the Insurer and the *Assistance Company* an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and
   b) in the case of death of the *insured*, the Insurer and the *Assistance Company* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
9. **When Money Payable** - All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.
10. **Limitation of Actions** - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation. The limitation period applies to all plans and benefits of this policy and to all endorsements thereof.

Section XII Identification of Insurer

JF Optimum Plus Insurance is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies and administered by JF Insurance Agency Group Inc.
The *insured* is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Ontime Care Worldwide*, to contact JF Insurance Agency Group Inc., please call 1-877-832-5541 or write to info@jfgroup.ca

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE