

# OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE TOP-UP PLAN CERTIFICATE OF INSURANCE



**AMEX® TRAVEL INSURANCE** 

#### INTRODUCTION

OUT OF PROVINCE/COUNTRY EMERGENCY MEDICAL INSURANCE FOR AMEX CARDMEMBERS AND INSURED PERSONS WHO REQUIRE ADDITIONAL DAYS OF TRAVEL BEYOND THE DURATION PROVIDED ON THEIR CARD.

**IMPORTANT – PLEASE READ:** This Certificate of Insurance is a valuable source of information and contains provisions that may limit or exclude coverage. Please read this Certificate of Insurance, keep it in a safe place and carry it with *you* when *you* travel.

Amex Bank of Canada has been issued group insurance policy **PSI047402221** for Out of Province/Country Emergency Medical Insurance Top-Up coverage by Royal & Sun Alliance Insurance Company of Canada (the "Insurer") to cover *emergency* medical expenses incurred by *you* while outside *your* Canadian province or territory of residence. This Certificate of Insurance summarizes the provisions of the group insurance policy applicable to *your* AMEX Travel Insurance – Out of Province/Country Emergency Medical Insurance Top-up Plan.

#### **RIGHT TO EXAMINE INSURANCE**

You have the right to cancel this Certificate of Insurance within 10 days of receipt and receive a full refund. Upon such request, this Certificate of Insurance will be considered to never have been in effect and the Insurer will have no liability under this insurance. You must notify us immediately if you wish to cancel your coverage and written confirmation must be received within 10 days of receipt of the Certificate of Insurance. If your Certificate of Insurance was mailed to you, you have a maximum period of 15 days from the date the Certificate of Insurance was posted.

All italicized terms have the specific meaning explained in the "Definitions" section of this Certificate of Insurance.

#### **IMPORTANT NOTICE - PLEASE READ CAREFULLY**

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances and *emergencies*. It is important that *you* read and understand *your* Certificate of Insurance before *you* travel as *your* coverage may be subject to certain limitations or exclusions.
- A pre-existing condition exclusion applies to *medical conditions* and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your* Certificate of Insurance and how it relates to *your* departure date, date of purchase, or *effective date*.
- The *basic Cardmember* is responsible for this insurance coverage, including coverage bound by any purchases made by a *supplementary Cardmember* below the age of majority.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.
- Your insurance provides travel assistance. You are required to notify Global Excel prior to emergency treatment. Your insurance limits benefits should you not contact Global Excel immediately.
- This Certificate contains clauses which may limit the amounts payable.
- The Policy contains a provision removing or restricting the right of the group person insured to designate persons to whom or for whose benefit insurance money is to be payable.

PLEASE READ YOUR CERTIFICATE OF INSURANCE CAREFULLY BEFORE YOU TRAVEL.

#### WHAT TO DO IN A MEDICAL EMERGENCY?

If you have a medical emergency, you must call Global Excel before you receive emergency services. Of course, if your medical condition prevents you from calling, we understand – however, you must call as soon as medically possible or, as an alternative, someone else may call on your behalf (relative, friend, nurse or doctor).

Global Excel can be contacted 24 hours a day, 7 days a week by calling:

1-844-780-0501 toll-free from the US & Canada, or +819-780-0501 collect from anywhere in the world.

If you do not call *Global Excel* before you seek *emergency services*, or if you choose to seek care from a non-approved medical service provider, you will be responsible for 20% of your medical expenses covered under this insurance and not recovered from your government health insurance plan, to a maximum of \$25,000. If, after reimbursement by your government health insurance plan, your claim exceeds \$25,000, this insurance will pay 100% of any eligible expenses over and above \$25,000.

#### **DEFINITIONS**

Throughout this Certificate of Insurance, all *italicized* terms have the specific meaning explained below.

**Accidental bodily injury** – means bodily injury caused by an accident of external origin occurring during the *period of insurance* and being the direct and independent cause of the loss.

**Accommodation** – means an establishment providing commercial accommodations or in the business of operating a vacation rental marketplace and hospitality service for the general public.

**Basic Cardmember** – means the person in whose name Amex Bank of Canada has opened a *Card* account and does not include a *supplementary Cardmember*, provided always that the basic Cardmember's *Card* account privileges have not expired, been revoked, terminated or suspended.

**Card** – means the valid American Express credit or charge Card issued to you in Canada by Amex Bank of Canada that has embedded Out of Province/Country Emergency Medical Insurance benefits at no additional charge (please refer to *your* certificate of insurance).

**Cardmember** – means a holder of a valid Basic or Supplementary *Card* issued in Canada by Amex Bank of Canada.

**Change in medication** – means the addition of any new prescription drug, the withdrawal of any prescription drug, an increase in the dose of any prescription drug or a decrease in the dose of a prescription drug.

# **Exceptions:**

- an adjustment in the dosage of insulin or Coumadin (Warfarin), if you are currently taking these drugs;
- a change from a brand name drug to an equivalent generic drug of the same dosage.

**Contamination** – means the poisoning of people by nuclear, chemical and/or biological substances which causes illness and/or death.

**Departure point** – means the place from which *you* depart *your* Canadian province or territory of permanent residence on the first day, and return to on the last day of *your* intended *trip*.

**Dependent child(ren)** — means an unmarried natural, adopted, step or foster child of the *Cardmember* or his or her *spouse* who is, on the *effective date*, at least 15 days old, dependent on the *Cardmember* or his or her *spouse* for support and:

- is under 21 years of age;
- is a full-time student who is under 25 years of age; or
- has a permanent physical impairment or a permanent mental disability.

**Effective date** – provided the required premium has been paid, means the later of:

- a) the date indicated on your Confirmation of Insurance; or
- b) 12:01 am on the day following the date of expiry of *your* Out of Province/Country Emergency Medical Insurance provided on *your Card*.

**Emergency** – means any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed *physician* or to be hospitalized. An *emergency* ends when we determine that *you* are medically able to return to *your departure point*.

**Emergency services** – means any treatment, surgery or medication that:

- · is required for the immediate relief of an acute symptom; or
- upon the advice of a physician cannot be delayed until you return to your departure point, and has to be received during your trip because your medical condition prevents you from returning to your departure point.

The *emergency services* must be ordered by or received from a *physician*, or received in a *hospital* during *your trip*, or received from a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath, as a result of an *emergency* that occurs during *your trip*.

**Global Excel** – means Global Excel Management Inc., the company appointed by the Insurer to provide claims and assistance services.

**Government health insurance plan** – means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

Hospital – means an establishment that is licensed as an accredited hospital, is operated for the care and treatment of in-patients, has a Registered Nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the establishment. Hospital does not mean any establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

*Immediate family* – means *spouse*, parent, legal guardian, legal ward, step-parent, grandparent, grandchild, in-law, natural or adopted child, step-child, brother, sister, step-brother, step-sister, aunt, uncle, niece, nephew.

**Insured person** – means any of the following persons who are under the age of 65 years of age on the *effective* date and who have a valid government health insurance plan: the Cardmember, the Cardmember's spouse, or the Cardmember's dependent child.

**Medical condition** – means accidental bodily injury or sickness (or a condition related to that accidental bodily injury or sickness), including disease, acute psychoses and complications of pregnancy occurring within the first 31 weeks of pregnancy.

**Mountain climbing** – means the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

**Period of insurance** – means the period of time between your effective date and your return date.

**Physician** – means someone who is not *you* or a member of *your immediate family* who is licensed to prescribe drugs and administer medical treatment (within the scope of such license) at the location where the treatment is provided. A *physician* does not include a naturopath, herbalist, chiropractor or homeopath.

**Prescription drugs** – means drugs and medicines that can only be issued upon the prescription of a *physician* or dentist and are dispensed by a licensed pharmacist. *Prescription drugs* does not mean such drugs or medicine, when *you* need (or renew) them to continue to stabilize a condition which *you* had before *your trip*, or a chronic condition.

**Professional** – means engaged in a specified activity as your main paid occupation.

**Return date** – means the date on which *you* are scheduled to return to *your departure point*. This date is shown on *your* Confirmation of Insurance.

**Ridesharing services** – mean transportation network companies in the business of providing peer-to-peer ridesharing transportation services through digital networks or other electronic means for the general public.

**Spouse** – means the person who is legally married to the *Cardmember*, or has been living in a conjugal relationship with the *Cardmember* for a continuous period of at least one year and who resides in the same household.

**Stable** – means any *medical condition* or related condition (including any heart condition or any lung condition) for which there has been:

- a) no new treatment, new medical management, or new prescribed medication; and
- b) no change in treatment, change in medical management, or *change in medication*; and
- no new symptom or finding, more frequent symptom or finding, or more severe symptom or finding experienced; and
- d) no new test results or test results showing a deterioration; and
- e) no investigations or future investigations initiated or recommended for *your* symptoms; and
- f) no hospitalization or referral to a specialist (made or recommended).

**Supplementary Cardmember** – means an authorized user of the *Card* account.

**Top-up** – means the coverage *you* purchase through the Enrollment Centre or online to extend travel insurance coverage that is in effect for *your period of insurance* during *your trip* under this Certificate of Insurance. The terms, conditions and exclusions of this Certificate of Insurance apply to *you* during the *top-up* period.

**Travelling companion** – means the person other than *your spouse* or *dependent child* who is sharing travel arrangements with *you* to a maximum of three persons.

**Trip** – means the period of time between leaving *your departure point*, up to and including *your return date*, outside *your* Canadian province or territory of residence.

**Vehicle** – means a private passenger automobile, minivan, mobile home, camper truck or trailer home, which *you* use during *your trip* exclusively for the transportation of passengers other than for hire. It can be either owned by *you* or leased by *you* from a commercial rental agency.

**We, us** and **our** refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer) or *Global Excel*, as applicable.

You, yourself and your refer to the insured person.

# WHO IS ELIGIBLE FOR THIS INSURANCE?

You must meet the following conditions to be eligible for this insurance:

- a) You must be a Cardmember or the spouse or dependent child of a Cardmember,
- The Cardmember's Card account must be in good standing as per the Cardmember's Cardmember Agreement issued by Amex Bank of Canada;
- You must be a Canadian resident and be covered by the government health insurance plan of your Canadian province or territory of residence for the entire duration of your trip;
- d) The Cardmember must be age 64 or under on the effective date.

This coverage must be purchased prior to *your* departure date from *your departure point*; or, if *you* are extending this coverage, the extension of coverage must be purchased prior to the expiry of *your* existing coverage.

# HOW DO *YOU* ENROLL AND BECOME INSURED?

The *Cardmember* may apply for coverage through the Enrollment Centre by calling 1-866-587-1029 or by applying online and charging the required premium to the *Cardmember's Card*.

If you have paid insufficient premium, the duration of coverage will be decreased to the period that would have been provided for the premium paid, starting on your effective date.

# HOW DO *YOU* PAY FOR COVERAGE OR GET A REFUND?

#### **Premium**

Coverage is valid upon payment of premium and subject to the eligibility requirements. The required premium must be paid before *your effective date* by charging *your Card*. Coverage will be null and void if *your* Card charges are invalid.

#### Refunds

Cancellation requests must be made in writing to *us*, including *your* certificate number, found on your Confirmation of Insurance, to 650 - 2665 King Ouest, Sherbrooke, QC J1L 2G5.

Other than as outlined above under "Right to Examine Insurance", you can cancel your coverage before the effective date shown on your Confirmation of Insurance. If your cancellation request is postmarked on or before your effective date, you will receive a full refund.

You can cancel your coverage when you return to your Canadian province or territory of residence before the return date shown on your Confirmation of Insurance, provided no event has occurred that would give rise to a claim under the insurance. If your cancellation request is postmarked after your effective date you may be entitled to a pro-rata refund (less a \$15 administrative charge) calculated from the date you return to your Canadian province or territory of residence. Proof of your return date will be required.

#### WHAT COVERAGE IS AVAILABLE?

Coverage under this Certificate of Insurance is available for a <u>single trip</u> outside *your* Canadian province or territory of residence when purchased before the expiry of coverage under *your* Out of Province/Country Emergency Medical Insurance provided on *your Card*.

Coverage may be purchased for *trip* durations that are up to the number of days outside *your* Canadian province or territory of residence allowed by *your government health insurance plan*.

Note: Coverage (to a limit of 365 days) is permitted beyond the regular maximum number of days allowed outside *your* Canadian province or territory of residence, provided *you* receive written permission from *your* government to maintain *your* Canadian *government health insurance plan* beyond the regular maximum. In the event of a claim, *you* will be requested to provide such written permission.

The number of consecutive days for a *trip* includes *your* date of departure from *your departure point* and *your return date*. The date *you* leave on *your trip* and the date *you* return from *your trip* must be within a 365-day period starting from *your departure date* from *your departure point*.

#### WHEN DOES COVERAGE BEGIN AND END?

Coverage begins on the later of:

- a) the effective date shown on your Confirmation of Insurance; or
- b) 12:01 am on the day following the date of expiry of your Out of Province/Country Emergency Medical Insurance provided on your Card.

Coverage ends on the earliest of:

- a) the return date shown on your Confirmation of Insurance;
   or
- b) the date *you* actually return to *your* Canadian province or territory of residence; or
- the date on which the number of days allowable outside your Canadian province or territory of residence by your government health Insurance plan is reached.

#### **CAN COVERAGE BE EXTENDED?**

#### **Optional Extension**

Coverage can be extended under this Top-up Plan by calling the Enrollment Centre at 1-866-587-1029. Your request will be approved, provided no event has occurred that would give rise to a claim under the insurance and you request an extension before coverage for your trip terminates. If an event has occurred that would give rise to a claim, the extension of *your* insurance is subject to the approval of the Enrollment Centre. Your total trip length outside your Canadian province or territory of residence, including your initial trip plus any extensions, is limited to the number of days outside your Canadian province or territory of residence allowed by your government health insurance plan. Please refer to "When Does Coverage Begin and End". Your request for extension received after your effective date is subject to a \$15 administrative charge. Premium payment will be charged to your Card account.

#### **Automatic Extension**

- 1. When you or your travelling companion are hospitalized due to a medical emergency on your scheduled return date, your coverage will remain in force during the period of hospitalization and up to 5 days following discharge from hospital.
- 2. Coverage is automatically extended for up to 5 days when *you* must delay *your* scheduled *return date* due to *your* or *your travelling companion*'s medical *emergency*.
- 3. Coverage is automatically extended for up to 72 hours when the delay of a common carrier in which *you* are a passenger causes *your trip* to extend beyond *your* scheduled *return date*.
- 4. Regardless of the automatic extensions above, coverage will not continue beyond 365 days from *your* latest date of departure from *your departure point*.

#### WHAT RISKS ARE INSURED?

This insurance offers coverage to a maximum of \$5,000,000 CAD per *insured person*, for reasonable and customary expenses incurred by *you*, in excess of any medical expenses payable by *your government health insurance plan* or any other insurance plan, for *emergency services* medically required during *your trip* as a result of a medical *emergency*.

#### WHAT ARE THE BENEFITS?

#### 1. Hospital & Medical Expenses

Covers the cost of a medical *emergency* including *hospital*, surgical and medical treatment. Eligible expenses include the following when ordered by a *physician* during *your trip*:

- hospital room and board, up to semi-private or the equivalent,
- treatment by a physician or surgeon,
- · out-patient hospital charges,
- · x-rays and other diagnostic tests,
- use of an operating room, intensive care unit, anesthesia and surgical dressings,
- prescription drugs except when you need them to continue to stabilize a chronic medical condition or a condition which you had before your trip,
- local ground ambulance service (or local taxi fare or ridesharing services in lieu) to a hospital, physician or medical service provider in a medical emergency,
- the lesser of the rental or purchase of a hospital-type bed, a wheelchair, brace, crutches and other medical appliances, and
- the cost for the professional services of a registered private nurse while you are hospitalized, to a maximum of \$10,000, when these services are recommended by a physician and approved in advance through Global Excel.

#### 2. Emergency Dental Expenses

Covers the cost of the following dental expenses when ordered by, or received from, a licensed dentist if *you* need dental treatment to repair or replace *your* natural or permanently attached artificial teeth because of an accidental blow to *your* face during *your trip*:

- emergency dental expenses you incur during your trip, and
- up to a maximum of \$1,000 to continue necessary treatment after your return to Canada so long as this treatment is received within 90 days of your injury.

This insurance also covers treatment, during *your trip*, for the *emergency* relief of dental pain, to a maximum of \$250. Proof of the accident will be required in the event of a claim.

# 3. Physiotherapy and Other Professional Services

Covers the cost for the professional services of a physiotherapist, chiropractor, osteopath, chiropodist or podiatrist to a maximum of \$250 per profession, when ordered by a *physician* during *your trip*.

# 4. Return to your Departure Point

If the *physician* treating *you* recommends to *us* in writing that *you* return to *your departure point* because of *your medical condition* in order to receive *emergency* medical

attention, or if we determine that you are able to and recommend that you return to your departure point, this insurance covers you for one or more of the following, when pre-authorized and arranged by Global Excel, when medically essential:

- the extra cost of a one-way economy air fare on a commercial flight via the most cost-effective route to your departure point to receive immediate emergency medical attention; or
- the cost of a stretcher fare on a commercial flight via the most cost-effective route to your departure point, if a stretcher is medically necessary; and
- the cost of a return economy air fare on a commercial flight via the most cost-effective route and the usual fees and expenses for a qualified medical attendant to accompany you, when the attendant is medically necessary or required by the airline; or
- the cost of air ambulance transportation if it is medically essential.

#### 5. Return of Deceased

Covers:

- the return of *your* remains in the common carrier's standard transportation container to *your departure point*, and up to \$3,000 for the preparation of *your* remains and the cost of the common carrier's standard transportation container; or
- the return of your remains to your departure point, and up to \$2,000 for the cremation of your remains where your death occurred; or
- up to \$3,000 for the preparation of your remains and the cost of a standard burial container and up to \$2,000 for the burial of your remains where your death occurred.

If someone is legally required to identify *your* remains, this insurance covers the cost of round-trip economy class transportation by the most cost-effective route and up to \$300 for meal and *accommodation* expenses for that person. That person is covered under the terms of *your* insurance during the period in which he or she is required to identify *your* remains, but for no longer than 3 business days.

#### 6. Additional Meal & Accommodation Expenses

Covers the cost of up to \$150 per day, to a maximum of \$1,500 per *trip*, for meal and *accommodation* expenses *you* have incurred after the date *you* are scheduled to return to the *departure point*, when *your* return is delayed due to *your* or *your travelling companion*'s medical *emergency* or when *you* or *your travelling companion* are relocated to receive medical attention.

# 7. Bringing Bedside Companion to Bedside

- This benefit is subject to the pre-authorization of Global Excel.
- Covers the cost of round-trip economy class transportation by the most cost-effective route, to have someone visit you when you are travelling alone and are hospitalized during your trip for more than 3 days. However, if you are under age 21, or age 21 and over and physically handicapped and dependent on your bedside companion for support, this insurance provides this benefit to you as soon as you are admitted to a hospital. That person is entitled to a maximum of \$300 for meal and accommodation expenses and is covered under the terms of your insurance during the period in which he or she is required at your bedside.

#### 8. Return of Vehicle

- This benefit is subject to the pre-authorization of Global Excel.
- Covers the reasonable costs for a commercial agency, when arranged and approved through Global Excel, to return a vehicle to your residence or to a commercial rental agency, when you are unable to return the vehicle due to a medical emergency. The vehicle can be a private passenger automobile, self-propelled mobile home, camper truck or trailer home that you own or rent and which you use during your trip.

# 9. Return of Dependent Children

- This benefit is subject to the pre-authorization of Global Excel.
- If dependent children travel with or join you during your trip, and you are hospitalized for more than 24 hours, or you must return to Canada because of your medical emergency covered under this insurance, this insurance covers, when arranged and approved through Global Excel, the extra cost of one-way economy transportation by the most cost-effective route to their departure point and the cost of return economy transportation for an escort, when an escort is deemed necessary by the carrier.

### 10. Return of your Excess Baggage

- This benefit is subject to the pre-authorization of Global Excel.
- If you return to your departure point by air ambulance (pre-authorized by Global Excel) because of your medical emergency, this insurance covers the cost to return your excess baggage up to a maximum of \$500.

# WHAT ASSISTANCE SERVICES ARE AVAILABLE?

Under this Certificate of Insurance, the following assistance services are available to *you*:

#### 1. Medical Assistance & Consultation

When you have a medical emergency and you call Global Excel, whenever possible you will be directed to one or more recommended medical service providers near you. In addition, whenever possible, Global Excel will:

- provide confirmation of coverage and pay your eligible medical expenses directly to the recommended medical service provider,
- consult with your attending physician to monitor your care, and
- monitor the appropriateness, necessity and reasonableness of that care to ensure that your resulting eligible expenses will be covered by this insurance.

#### 2. Payment Assistance

Whenever possible, the payment of the medical services *you* receive will be coordinated through *Global Excel*, communicated with *your* medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Canadian government, assistance services are not available and *you* may be required to make payment up-front. If *you* are required

to make payment up-front, *you* must obtain detailed and itemized original bills for claims submission and call *Global Excel* on *your* return home.

# 3. Emergency Message Centre

In case of a medical *emergency*, *Global Excel* will help exchange important messages with *your immediate family*, business or *physician*.

# 4. Replacement Coordination

Whenever possible, *Global Excel* will help co-ordinate the replacement of *your* prescription eyeglasses or essential prescription medication in the event these items need to be replaced during *your trip*. This insurance does not cover the actual cost to replace *your* prescription eyeglasses or essential prescription medication.

#### WHAT IS NOT COVERED?

#### PRE-EXISTING CONDITION EXCLUSION

In addition to the exclusions outlined below under "General Exclusions," the following exclusion applies to *you*.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- Your medical condition or related condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date, your medical condition or related condition has not been stable.
- 2. Your heart condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date:
  - a) any heart condition has not been stable; or
  - b) you have taken nitroglycerin more than once per week specifically for the relief of angina pain.
- 3. Your lung condition (whether or not the diagnosis has been determined), if at any time in the 90 days before your effective date:
  - a) any lung condition has not been stable; or
  - b) *you* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

#### **GENERAL EXCLUSIONS**

This insurance will not pay for any expenses relating to or in any way associated with:

- 1. A *medical condition* for which future investigation or treatment (except routine monitoring) is planned before *your trip*.
- 2. The continued treatment, recurrence or complication of a *medical condition* or related condition, following *emergency* treatment of that condition during *your trip*, if we determine that *you* were medically able to return to *your departure point* and *you* chose not to return.
- 3. The treatment of any heart or lung condition following *emergency services* for a related or unrelated heart or lung condition during *your trip* if we determine that *you* were medically able to return to *your departure point* and *you* chose not to return.
- 4. Any services that are not emergency services.
- Routine care of a chronic condition.
- 6. Routine pre-natal care.

- 7. If you are pregnant, your pregnancy or the birth and delivery of your child, or any complications of either, occurring in the nine weeks before or after your expected delivery date as determined by your primary care physician in your province. Note that a child born during a trip, even if born outside of the nine weeks before or after the expected delivery date, shall not be regarded as an insured person and shall not have coverage under this certificate for the entire duration of the trip in which the child is born.
- 8. Invasive testing or surgery (including cardiac catheterization and MRI) unless approved by *Global Excel* prior to being performed.
- 9. Participation:
  - a) as a professional athlete in a sporting event including training or practice;
  - b) in any motorized race or motorized speed contest;
  - c) in scuba diving (unless you hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
- 10. Your commission of a criminal act or your direct or indirect attempt to commit a criminal act.
- 11. Your intentional self-inflicted injury, suicide or attempt to commit suicide.
- 12. Any *medical condition* arising from, or in any way related to, *your* chronic use of alcohol or drugs whether prior to or during *your trip*.
- 13. *Your* abuse of medication, drugs or alcohol, or deliberate non-compliance with prescribed medical therapy or treatment, whether prior to or during *your trip*.
- 14. Your anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation.
- 15. War (declared or not), act of foreign enemies or rebellion.
- 16. Any portion of the benefits that require prior authorization and arrangement by *Global Excel* if such benefits were not pre-authorized and arranged by *Global Excel*.
- 17. Any *medical condition* if *you* undertake *your trip* with the prior knowledge that *you* will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the *medical condition*.
- 18. A *medical condition* for which it was reasonable to expect treatment or hospitalization during *your trip*.
- 19. Symptoms which would have caused an ordinarily prudent person to seek treatment or medication within the 90 days before *your trip*.
- 20. Treatment or surgery for a specific condition, or a related condition, which had caused *your physician* to advise *you* not to travel.
- 21. Any medical condition you suffer or contract, or any loss you incur in a specific country, region or area while a travel advisory of "Avoid non-essential travel" or "Avoid all travel" is in effect for that specific country, region or area and the travel advisory was issued by the Government

of Canada before *your* departure date, even if the *trip* is undertaken for essential reasons. This exclusion only applies to *medical conditions* or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.

If the travel advisory is issued after *your* departure date, *your* coverage under this insurance in that specific country, region or area will be restricted to a period of 10 days from the date the travel advisory was issued, or to a period that is necessary for *you* to safely evacuate the country, region or area, after which coverage will be limited to *medical conditions* or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.

- 22. Any medical condition if the medical advisors of Global Excel recommend that you return to your departure point following emergency services you have received, and you chose not to return.
- 23. Ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- 24. Any *medical condition* for which *you* incur a claim after *your* departure date and prior to the *effective date* of this *Top-Up*, if the *Top-Up* was purchased after *your* departure date.

# **HOW DO YOU SUBMIT A CLAIM?**

- 1. When you call Global Excel at the time of an emergency, you are given all the information required to file a claim. Otherwise, please refer to the instructions below.
- 2. This insurance does not cover fees charged for completing a medical certificate.
- 3. You must file *your* claim with *us* within 90 days of *your* return to *your departure point*.
- 4. If you need a Claim & Authorization form, please contact our Claims Department at:

73 Queen Street, Sherbrooke, Quebec J1M 0C9 1-844-780-0501 or +819-780-0501

#### **Emergency Medical Insurance**

We require the fully completed Claim & Authorization form, and where applicable:

- Proof of your departure and return date.
- Original of all bills, invoices and receipts.
- Proof of payment by *your government health insurance plan* and payment from any other insurer or benefit plan.
- The completed and signed government specific forms if you reside in Quebec, British Columbia or Newfoundland.
- A complete diagnosis from the physician(s) and/or hospital(s) that provided the treatment, including, where applicable, written verification from the physician who treated you during your trip that the expenses were medically necessary.

In addition, for accidental dental expenses, we require proof of the accident.

FAILURE TO COMPLETE THE REQUIRED CLAIM & AUTHORIZATION FORM IN FULL WILL DELAY THE ASSESSMENT OF YOUR CLAIM.

#### OTHER CLAIM INFORMATION

During the processing of a claim, the Insurer may require *you* to undergo a medical examination by one or more *physicians* selected by the Insurer and at the Insurer's expense.

You agree that the Insurer and its agents have:

- a) *your* consent to verify *your* health card number and other information required to process *your* claim, with the relevant government and other authorities;
- b) your authorization to physicians, hospitals and other medical providers to provide to us, and Global Excel, any and all information they have regarding you, while under observation or treatment, including your medical history, diagnoses and test results; and
- c) your agreement to disclose any of the information available under a) and b) above to other sources, as may be required for the processing of your claim for benefits obtainable from other sources.

After we pay your health care provider or reimburse you for covered expenses, we will seek reimbursement from your government health insurance plan and any other medical insurance plan under which you may have coverage. You may not claim or receive in total more than 100% of your total covered expenses or the actual expenses which you incurred, and you must repay to us any amount paid or authorized by us on your behalf if and when we determine that the amount was not payable under the terms of your insurance.

# In the case of out-of-country/province health care coverage:

- a) if *you* are retired and *your* former employer provides to *you* under an extended health insurance plan, a lifetime maximum coverage of:
  - \$50,000 or less, we will not coordinate payment with such coverage;
  - more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000;

in accordance with the coordinating coverage guidelines issued by the Canadian Life and Health Insurance Association.

- b) if *you* are actively employed and *your* current employer provides to *you* under a group health insurance plan, a lifetime maximum coverage of:
  - \$50,000 or less, we will not coordinate payment with such coverage;
  - more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000.

#### **Limitation Periods**

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 (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

#### **GENERAL CONDITIONS**

- Any of our policies are excess insurance and are the last payors. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of our policies.
- When you contact Global Excel, they will, on the Insurer's behalf, refer you or may transfer you, when medically appropriate, to one of their recommended medical service providers. They will also request that the approved medical service provider bill the medical expenses covered under this insurance directly to the Insurer instead of to you.
- 3. If you are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to you by all insurers cannot exceed the actual expense that you have incurred. We will coordinate the payment of benefits with all insurers from whom you are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
- 4. The statements you furnish as evidence of insurability at the time of application are material to the decision to approve your application for insurance. Accordingly, any information that has been misrepresented, misstated or is incomplete may result in this Certificate of Insurance and your coverage being null and void, in which case no benefits will be paid. You must submit any subsequent changes to the information in writing before you depart on your trip.
- 5. If you incur expenses covered under this insurance due to the fault of a third party, we may take action against the party at fault. You agree to cooperate fully with us and to allow us, at our own expense, to bring a law suit in your name against the third party. If you recover against a third party, you agree to hold in trust sufficient funds to reimburse us for the amounts paid under the insurance.
- Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, we will use the exchange rate on the date the claim is paid. This insurance will not pay for any interest.
- This contract is void in the case of fraud or attempted fraud by you, or if you conceal or misrepresent any material fact or circumstance concerning this insurance.
- 8. Throughout this document, any reference to age refers to *your* age on the *effective date*.
- 9. When making a claim under this insurance, *you* must provide the applicable documents we require. Failure to provide the applicable documentation will invalidate *your* claim.
- The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or your failure to obtain medical treatment.
- 11. This Certificate of Insurance, including the application for insurance and Confirmation of Insurance is the entire contract between you and us. Despite any other provision of this contract, this contract is subject to any

- applicable federal and provincial statutes concerning contracts of insurance.
- 12. On request, *you* or a claimant under the contract will be provided with a copy of *your* application and any evidence of *your* insurability provided to the Insurer. On reasonable notice *you* or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
- 13. The Insurer is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by Canada and may be required to comply with Sanctions imposed by the United States in certain circumstances. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with Sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. Accordingly, the Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach applicable Sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or the United States.

# IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from your agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

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