IMPORTANT NOTICE

- Immigrants & Visitors to Canada insurance is designed to cover losses resulting from sudden, unexpected and unforeseen circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain exclusions or limitations.
- A pre-existing medical exclusion applies to *medical conditions* and/or symptoms that existed prior to *your* trip. Check the policy to see how this applies to *you*.
- In the event of an accident, *injury* or sickness, *your* prior medical history may be reviewed when a claim is reported.
- *Your* policy provides assistance for medical emergencies. If *you* experience a medical *emergency*, *you* must notify our assistance centre prior to *treatment*, where possible, and no later than twenty-four (24) hours after receiving *medical treatment* or being admitted to *hospital*. *Your* policy may limit benefits should *you* not contact the assistance centre.
- **This policy contains a provision removing or restricting the right of the insured to designate a person to whom or for whose benefit insurance money is to be payable.**

PLEASE READ YOUR POLICY CAREFULLY AT THE TIME OF PURCHASE

For medical emergencies and assistance, we're available 24-hours a day, 7 days a week.

toll-free 1.800.459.6604
(within Canada & US)

collect 905.762.5196
(from all other locations)

Always call *GMS* travel assistance before *you* seek medical attention to ensure the best possible medical care and coverage of *your* expenses. Our 24-hour travel assistance centre is available to help *you* obtain *medical treatment*, coordinate medical care and transportation, verify coverage and provide foreign language support.

BENEFITS WITHIN CANADA

GMS will pay the *reasonable and customary* charges up to the *sum insured*, for eligible expenses in the event that an unexpected *medical emergency* occurs.

For expenses within Canada to be eligible, the *medical treatment* for a sudden or unexpected illness or *accidental injury* and the necessary diagnosis and treatment must occur within the *period of coverage* of this policy.

For expenses incurred to be eligible while travelling between Canada and *your country of origin*, the *medical emergency* must occur within 48 hours of departing *your country of origin* for Canada or departing Canada for *your country of origin*. Eligible expenses include all of the benefits listed under the BENEFITS WITHIN CANADA section of this policy.

Eligible expenses include:

1. **In-Hospital Care** – *Hospital* accommodations up to semi-private rooms and *hospital* services and supplies necessary for the care of a medical emergency during hospitalization. When deemed medically necessary, follow-up visits are covered until such time that the medical emergency has been deemed to have ended as advised by GMS. Where a follow-up visit is required, GMS requires it to occur no later than fourteen (14) days after the initial *medical emergency*, unless otherwise instructed and approved by GMS.
2. **Medical Services** – *Medical treatment* by a *physician* or *surgeon*.
3. **Diagnostic Services** – X-rays and other diagnostic tests. Magnetic resonance imaging, computerized axial tomography scans, sonograms, ultrasounds and biopsies are excluded, unless pre-authorized by *GMS*.
4. **Out-Patient Treatment** – Out-patient *medical emergency* room expenses.
5. **Prescription Medication** – Drugs and medication obtained on the prescription of the attending *physician* and supplied by a licensed pharmacist, to a maximum thirty (30) day prescription. Refills of prescriptions, and any associated *physician*'s expenses, are excluded from coverage.
6. **Ambulance** – Expenses for the use of a licensed road or air ambulance in a *medical emergency* situation that requires immediate transportation to the nearest *hospital* where adequate facilities are available. *GMS* will reimburse the expense for an air ambulance or regularly scheduled airline only when the transport is to a *hospital* for further in-*hospital medical treatment* that is not available at the facility attended and is upon written recommendation of the attending *physician* and with prior *GMS* approval. This benefit excludes helicopter transports.
7. **Health Practitioners** – Expenses, up to an aggregate maximum of $300 per person, for the emergency services of an osteopath, physiotherapist, chiropractor, chiropodist and/or podiatrist.
8. **Accidental Dental** – Expenses for the repair or replacement of natural teeth or permanently attached artificial teeth necessitated by an *accidental* blow to the mouth, to a maximum of $2,000 per person. Expenses for *medical treatment* of the relief of dental pain, to a maximum of $250. This benefit excludes dental implants.
9. **Return of Remains** – When death results from a covered *medical emergency*, the expenses for either the preparation or transportation of the deceased to his/her destination in Canada or *country of origin*, to a maximum of $10,000 per person, or the expense of cremation or burial at the place of death, to a maximum of $4,000.
10. **Child Care** – Reimbursement up to $500, with prior *GMS* approval, for licensed care of dependent children if they are travelling with *you*, should *you* be hospitalized due to a *medical emergency*.
11. **Coverage Continuation** – If coverage expires while hospitalized due to a *medical emergency*, coverage will continue for *you*, *your spouse* and any *dependants* travelling with *you*, for whom coverage is purchased for and is listed on *your* application, up to seventy-two (72) hours after discharge from *hospital*.
12. **Out-of-Pocket Expenses** – Reimbursement for *reasonable and customary* expenses, up to $150 per day to a maximum of $1,000, for accommodations, meals, necessary telephone calls and taxi or bus fares incurred by an accompanying family member in the event that *you* are hospitalized on the scheduled *return date*. Original paid receipts for the expenses incurred are required. This benefit must be pre-approved by *GMS*.
13. **24-Hour Travel Assistance Services**:
    a. coordination of all medical care, transportation and repatriation;
    b. telephone interpretation services in most languages;
    c. monitoring progress during *medical treatment* and recovery by managed care.

TRAVEL BENEFITS WHEN TRAVELLING TO THE UNITED STATES AND MEXICO

A temporary visit to the US or Mexico during *your* trip is permitted provided that:

a. *your* trip originates and terminates in Canada;
b. *you* spend 50% or greater of *your* total trip duration in Canada; and
c. *your* temporary visit is not to *your country of origin*.

Eligible expenses incurred while outside of Canada, include all of the benefits listed under the Benefits Within Canada section of this poilicy and the following additional benefits, when pre-approved by *GMS*:

1. **Air Ambulance** – Expenses for the use of an air ambulance or regularly scheduled airline to transport *you* back to *your* destination in Canada or *your country of origin* for further in-*hospital medical treatment*, upon the written recommendation of the attending *physician* and with prior *GMS* approval. This benefit excludes helicopter transports.
2. **Special Attendant** – One (1), round-trip, economy class airfare for a medical attendant, if medically necessary and pre-approved by *GMS*, to accompany *you* back to *your* destination in Canada or *your country of origin*. The attendant must not be a friend, relative, associate or other person who was travelling with *you* when the *medical emergency* occurred.
3. **Escort of Insured Dependant** – Reimbursement of one-way, economy class airfare by the most direct route to return an accompanying child/children (up to the age of eighteen (18) years) and an escort, when necessary, to the original point of departure. This benefit must be pre-approved by *GMS*.

ADDITIONAL BENEFITS PROVIDED BY THE ANNUAL IMMIGRANTS & VISITORS PLAN

In addition to all the benefits provided within Canada and while travelling to the United States or Mexico, this plan provides *you* with the following additional benefits:

1. **Multiple Entry** – Coverage is in effect for three hundred sixty-five (365) days from the *effective date*, without limitation as to the number of departures and re-entries into Canada *you* experience.

2. **Stability** – *Medical conditions* are considered *stable* from the *effective date* of the policy, not the date of any subsequent re-entries to Canada during the three hundred sixty-five (365) day policy period.

ELIGIBILITY

All applicants are subject to the Eligibility section. If *you* are fifty-five (55) years of age or older *you* must meet additional eligibility where indicated.

If any of the following conditions apply on the *application date*, unless otherwise stated, *you* are not eligible to purchase this plan:

1. *You* are not eligible to purchase this insurance if *you* are an immigrant or visitor to Canada who is covered under a *government health plan*.
2. *You* are not eligible to purchase this plan if:
   a. *you* will be eighty (80) years of age or older as of the *effective date*;
   b. *you* have been in Canada for more than thirty (30) days except as provided for under eligibility condition 4; or
   c. *you* have reason to seek medical attention.
3. *You* are not eligible to purchase this plan if *you* are fifty-five (55) years of age or older and:
   a. within the twelve (12) months prior to applying *you* have been diagnosed with any of the following conditions or *you* have any of the following conditions which have not been *stable* for twelve (12) months prior to applying:
      i. Acquired Immune Deficiency Syndrome (AIDS);
      ii. a terminal illness (an advanced stage of a progressive disease with an unfavourable prognosis and no known cure);
      iii. atrial flutter;
      iv. atrial/ventricular fibrillation;
      v. peripheral vascular disease;
      vi. stroke/transient ischemic attack (TIA);
      vii. blood clot(s);
      viii. congestive heart failure;
      ix. gastrointestinal bleeding; and/or
      x. kidney/liver failure; or
   b. *you* have undergone renal dialysis, valve replacement or an organ transplant;
   c. *you* are awaiting further tests or *medical treatment* for *heart disease*;
   d. *you* require insulin to treat diabetes and also take prescription medication for *heart disease;*
   e. *you* have any *medical condition* necessitating the use of home oxygen;
   f. *you* take oral steroids for a lung condition;
   g. *you* have been diagnosed with metastatic cancer;
   h. *you* are under active *medical treatment* for cancer;
   i. *you* have a vascular aneurysm that remains surgically untreated;
   j. *you* have experienced undiagnosed episodes of fainting or falling (syncope);
   k. *you* have an Implantable Cardioverter Defibrillator (ICD); or
   l. *you* are seventy (70) years of age or older and require assistance from another person(s) with activities of daily living (ADL) which include, but are not limited to, personal hygiene and grooming; dressing and undressing; self-feeding; functional transfers (getting into and out of bed or a wheelchair, getting onto or off the toilet, etc.); bowel and bladder management; and/or medication management.
4. *You* are not eligible to apply for coverage after being in Canada for more than thirty (30) days unless:
   a. *you* have an existing *GMS* insurance policy or a policy providing similar coverage issued by an insurance company licensed in Canada; and
   b. *you* apply before the expiry of *your* existing policy and there is no gap in coverage between the policies; and
   c. *you* meet eligibility conditions 1., 2. and 3. as required, except as modified in 4d. and 4e below; and
   d. *you* have not incurred *medical treatment* (whether a claim was submitted or not) in excess of $5,000 in the twelve (12) months immediately prior to applying; and
   e. *you* have never been refused coverage by any other insurer providing similar coverage.

The maximum number of days that may be purchased per policy is three hundred sixty-five (365) days per trip, for additional coverage *you* must reapply and meet all eligibility conditions.

Only a person who is named on the application and who meets the eligibility requirements is covered.

Should any changes in *your* health occur after the *application date* and prior to the *effective date*, *GMS* must be notified and *your* application updated. A change in health may affect *your* eligibility for coverage. Changes to *your* health that do not affect eligibility will still constitute a change in stability and may limit *your* available coverage.

COVERAGE BEGINS AND ENDS

A Daily or Annual Immigrants & Visitors plan begins:

1. on *your effective date* without a waiting period when *you*;
   a. apply prior to arriving in Canada; or
   b. apply to continue coverage from an existing *GMS* policy or a policy providing similar coverage issued by an insurance company licensed in Canada; or
2. forty-eight (48) hours after *your effective date* for all emergency *medical conditions* except those resulting from *injury*, when *you* have applied within the first thirty (30) days of *your* arrival in Canada.

A Daily Immigrants & Visitors plan ends on the earliest of:

1. the date *you* depart from Canada except;
   a. when *you* return to *your country of origin* within 48 hours from departing Canada, coverage will end when *you* arrive in *your country of origin* (proof of travel will be required); or
   b. if travelling to the US or Mexico with the intent to return to Canada during *your* trip, coverage will be provided as set out under the section, TRAVEL BENEFITS WHEN TRAVELLING TO THE UNITED STATES AND MEXICO; or
2. the date your period of coverage ends as shown on your application;
3. the date GMS returns *you* to your *country of origin*; or
4. the date *you* notify GMS that *you* are eligible and covered under a *government health plan*.

An Annual Immigrants & Visitors plan ends on the earliest of:

1. three hundred sixty-five (365) days from *your effective date*; or
2. the date *you* notify *GMS* that *you* are eligible and covered under a *government health plan*.

Emergency *medical treatment* is not covered during any temporary trip(s) taken to *your country of origin* during the period of coverage. Coverage resumes when *you* return to Canada provided *your* plan has not expired.

EXCLUSIONS TO COVERAGE

The following expenses are not covered by this policy:

1. Expenses incurred where *you* act against medical advice or the advice of *GMS*.
2. Expenses resulting from the regular care of a chronic condition.
3. Expenses incurred as a result of non-adherence with *medical treatment* prior to departure.
4. Expenses resulting from *medical condition(s)* which have not been *stable* for one hundred and eighty (180) days immediately prior to *your effective date*, including:
   a. *medical condition(s)* for which *you* received *medical treatment* or *medical consultation*; and/or
   b. undiagnosed *medical condition(s)* related to symptoms for which *you* received *medical treatment* or *medical consultation*.

   You must be *stable* based on the definition of *stable* in this policy, regardless of the opinion of *your physician* or any other person who may provide an opinion on *your medical condition(s)*.
5. When *you* travel to the United States or Mexico if a travel advisory has been issued by the Canadian government recommending that Canadians not travel to the country, or specific regions within the country.
6. Any subsequent claim for the same *medical condition(s)* with respect to a sickness or *injury*, that occurred during the *period of coverage* and for which a claim has already been made or is pending.
7. *Medical treatment*, services or prescriptions required for ongoing care or checkups, or provided in a chronic care facility of a *hospital* or convalescent or nursing home or rehabilitation centre.
8. Expenses that are a duplication of any service, allowance or reimbursement supplied by an existing *government health plan* or private plan.
9. Any *medical treatment*, hospitalization or surgery (including elective, non-elective, personal comfort, dental or cosmetic) which is not considered to be an emergency, even if it is recommended by a *physician*.
10. *Medical treatment* at a diagnostic facility unless pre-approved by *GMS*.
11. Emergency air transportation or return to Canada or *your country of origin*, which is not arranged and pre-approved by *GMS*.
12. Any advice, investigation, *medical treatment*, hospitalization or surgery, which is a continuation of, subsequent to or a recurrence of an emergency *medical treatment* of a sickness or *injury*.
13. Drugs and medication which are commonly available without a prescription, not legally registered or approved in Canada, experimental drugs or preventative medicines or vaccines.

14. Any services or expenses incurred when a journey is undertaken for the purpose of obtaining medical or surgical diagnosis or *medical treatment*, or when any *medical treatment* is pre-scheduled prior to departure from *your* destination in Canada or *your country of origin*.
15. Expenses resulting when travel is booked or commenced contrary to medical advice.
16. Expenses incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications of any of these conditions.
17. *Medical treatment* for a newborn in *hospital* and for forty-eight (48) hours after release from *hospital*.
18. Routine or general physical examinations, checkups or services of a continued nature following emergency treatment of a sickness or *injury*.
19. Coronary artery angioplasty, cardiac surgery or implantable cardioverter defibrillator (ICD) (including any associated diagnostic tests or charges), unless necessary in a *medical emergency* and approved by *GMS* prior to any actions.
20. Any endovascular surgical procedures, either done individually or in combination with conventional surgical procedures.
21. Any treatment or surgery, which is considered by *GMS* to be experimental. *GMS*' opinion on the issue is final and binding.
22. Expenses resulting from suicide or self-inflicted injuries.
23. Expenses resulting directly or indirectly from *your* criminal or illegal acts.
24. Any expenses resulting from *your* sickness, *injury*, or death if at the time of the sickness, *injury* or death evidence supports that it was caused by, or in any way contributed to, by the use or abuse of prohibited drugs, alcohol, or any other intoxicant or the misuse of medication, whether prescribed or not.
25. Expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.
26. GMS does not cover any expenses resulting from *your* participation in:
    a. professional sport;
    b. speed contests or racing of motorized land, water or air vehicle(s);
    c. an extreme sport, including but not limited to scuba diving (except when *you* are NAUI, PADI, ACUC or SSI certified), bungee jumping, parachuting, mountaineering, skydiving, rodeo, hang gliding, acrobatic or stunt flying or jockeying.
27. Expenses resulting from air travel unless riding as a passenger on a common carrier.
28. *Medical treatment* or services that contravene or are prohibited by provincial laws and/or the federal laws of Canada.
29. Expenses resulting from *your* service in the armed forces, willful exposure to peril, and/or relief work.
30. GMS does not cover expenses for *medical treatment* and services provided outside of Canada except:
    a. when a *medical emergency* occurs within 48 hours of your departure from your *country of origin* to Canada or from Canada to your *country of origin*; or
    b. when a *medical emergency* occurs during a temporary visit to the United States. or Mexico provided:
        i. your trip originates and terminates in Canada;
        ii. *you* spend 50% or greater of your total trip duration in Canada; and
        iii. your temporary visit is not to your *country of origin*.
31. Expenses related to a pre-existing diagnosis that is emotional, psychological or psychiatric in nature.
32. Expenses resulting from any nuclear reaction, radiation or radioactive contamination or occurrence, where the risk of the exposure was present prior to *your* arrival in Canada, however caused.
33. Expenses resulting from *war*, *terrorism* or acts of foreign rebellion.

GENERAL CONDITIONS

1. *GMS* will provide payment in aggregate for eligible expenses incurred by *you*, less applicable deductibles, during the *period of coverage* to a maximum of the *sum insured*. All eligible expenses are reimbursed less the deductible specified on the application. A deductible applies to each claim.
2. Foreign workers are required to provide valid proof of active work from their employer for the *period of coverage*.
3. *GMS*, in consultation with the attending *physician*, reserves the right to transfer *you* to another *hospital* or medical facility capable of providing the necessary medical services, or to return *you* to Canada or *your country of origin*. Refusal to do so will absolve *GMS* of further liability.
4. *GMS* is not responsible for the availability, quality, results from any *medical treatment* or transportation or *your* failure to obtain *medical treatment*.
5. *GMS* is authorized to receive reports indicating diagnosis and services rendered to *you* from any *physician*, health care provider, other person, *hospital*, institution or insurance companies.
6. Any material misrepresentation, provision of incorrect information or non-disclosure of information, related to *medical conditions*, will result in non-payment of any related claims.
7. *GMS* reserves the right to negotiate amounts payable on *your* behalf with any service provider who renders services under *your* policy. Payments will be provided directly to the service provider. *You* may not claim or receive more than 100% of covered incurred expenses. Payment under this condition is subject to all other policy conditions and limitations. Payment of any amount by *GMS* on *your* behalf does not constitute a guarantee that *GMS* will cover *your* expenses if *GMS* determines *you* have no coverage under this policy. *You* must repay, on demand, any amount paid or authorized by *GMS* on *your* behalf if *GMS* determines that the amount was not payable under the terms and conditions of *your* policy.
8. Benefits are payable only for amounts in excess of what would normally be payable under *government health plans* as they exist as of the *effective date* of this policy. There is no coverage for any benefits of any nature which were provided by a *government health plan* on the *effective date* of this policy regardless of whether such benefits continue to be provided by a *government health plan* at the time the claim is made.
9. Coverage is not effective until *GMS* approves the application, and the appropriate premium has been paid.
10. All amounts stated in this policy are in Canadian funds.
11. Benefits payable do not include interest charges.
12. This policy shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan (Canada) and the federal laws of Canada applicable therein, and the parties hereby attorn to the non-exclusive jurisdiction of the Courts of the Province of Saskatchewan.
13. If eligible expenses are paid due to the fault of a third party, *GMS* may take legal action against the person(s) at fault, in *your* name to recover these expenses. *You* agree to fully cooperate with *GMS* in any action that might be taken.
14. This policy is in excess only of all other insurance plans or amounts recoverable by any other party. If *GMS* pays eligible expenses to *you* and a third party makes payment for those same benefits, *you* are responsible for reimbursing *GMS* the amount previously paid by *GMS*.
15. In the event that *you* have concurrent insurance from another source(s) for benefits provided under this policy, benefits shall be coordinated as follows:
    a. All benefits from any *government health plan* shall be determined and recovered first;
    b. *GMS* will pay eligible expenses only in excess of amounts covered by that of the other insurer(s) including but not limited to any employment related plan, extended health care plan, private or provincial vehicle insurance, credit card policy, or any other insurance, whether collectible or not;
    c. However, if the other source(s) of coverage is also "excess only", all benefits shall be determined and recovered from benefit plans based on the following priority:
        i. any plan not containing a coordination of benefits statement;
        ii. any employment/retirement related plan; then
        iii. any other plan, including *GMS*. In this case, the benefits shall be prorated according to the maximum amounts that would have been payable as the result of the benefit contained under the respective plans. *You* agree that prorated sharing is what was intended when this policy was entered into and that sharing on any other basis including on the basis of independent liability and/or equal sharing is not what was intended or agreed to.
16. If a covered person is entitled to similar benefits under any other individual or group contract, the benefits payable under this policy shall be coordinated so that the total payment from all coverage's shall not exceed the amount for which the claim is made.
17. As provided for under Section 102 of the Insurance Act *you* may, by contract or declaration, designate the insured, the insured's personal representative or a beneficiary as a person to whom insurance money is to be payable by providing written notice to *GMS* of such designation. Designations made through the insurance contract shall be deemed to be revocable and shall be in effect until *you* alter or revoke the designation in writing. *GMS* reserves the right to restrict or exclude *your* right to designate persons to whom insurance money is payable.
18. If *GMS* determines that there is no coverage for a claim(s) under this policy all amounts advanced to *you* or on *your* behalf must be repaid by *you* to *GMS* on demand. In such circumstances any payment(s) made by *GMS* will not constitute an acceptance of coverage.
19. It is *your* responsibility to provide proof that the dates of travel are consistent with the terms of this policy.
20. *GMS* reserves the right to investigate or obtain a private opinion on any claim and to obtain any and all information relating to a claim.
21. 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.
22. By purchasing this policy *you* are authorizing:
    a. any *physician*, health care provider, other person, *hospital* or institution to release to *GMS* and/or its authorized agents, representatives, affiliates or other service providers (collectively "*GMS*") any information covering *your* medical history, symptoms, *medical treatment*, examination, diagnosis and/or services rendered to *you*;
    b. *GMS* to collect store and use any information which is provided or information obtained pursuant to clause (c);

c. *GMS* to obtain information from, or disclose information to: any *government health plan*; the operator of any *hospital*, clinic or other health facility; a *physician* or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required. This information is intended for the purpose of administering the plan and communicating with *you*.

23. *You* agree to fully cooperate with *GMS* to provide the documentation and authorization required by *GMS* to administer *your* plan, including the assessment of *your* claim(s). Failure to provide the documentation and authorization, within the time periods specified in this policy will result in the non-payment of the claim(s).
24. *GMS* reserves the right to suspend claims reimbursement until such time as payment of premium in full is received. In the event of non-payment of premium, *GMS* reserves the right to terminate the policy, with notice.
25. *You* have ten (10) days from the day *you* apply for *your* policy to return it to *GMS* for cancellation, provided the coverage has not started during *your* examination period. Refer to "Coverage Begins and Ends" to establish when coverage starts. The policy will be considered null and void and any premium paid up to the end of the 10-day examination period will be refunded. This period of examination expires ten (10) days after *you* apply for *your* policy and have received a copy of the policy contract. Failure to return the policy will be considered an acceptance of all of its terms, conditions and limitations. All other requests for termination are subject to the conditions provided for in the policy statutory conditions.
26. 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 (BC, AB, MB, NS, PE – title of act may vary by jurisdiction), Limitations Act (SK, NF), Limitations Act 2002 (ON) or other applicable legislation.
27. Despite any other provision of this contract, the contract is subject to the statutory conditions in the insurance act respecting contracts of accident and sickness insurance of the Canadian province or territory where the policy was issued.

STATUTORY CONDITIONS

1. **The contract**

(1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

Waiver

(2) 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.

Copy of application

(3) The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

2. **Material facts**

No statement made by the insured or person insured 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. **Termination by insured**

The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

6. **Termination by insurer**

(1) The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.

(2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.

(3) The insurer may deliver notice of termination to the insured by personal delivery, regular post (notice by regular post not valid in AB, ON & BC) or registered mail. Where notice is delivered by:

(i) personal delivery, 5 days' notice of termination shall be given which notice shall begin on the date of personal delivery;

(ii) regular post, 10 days' notice of termination shall be given which notice shall begin on the day following the date of mailing of notice; or

(iii) registered mail, 15 days' notice of termination shall be given which notice shall begin on the day following delivery of the registered letter to the insured's address.

7. **Notice and proof of claim**

(1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

(a) give written notice of claim to the insurer:

(i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province; or

(ii) by delivery thereof to an authorized agent of the insurer in the province; not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;

(b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; and

(c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability.

Failure to give notice of proof

(2) 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 or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

8. **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 he may submit his proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

9. **Rights of examination**

As a condition precedent to recovery of insurance moneys under this contract:

(a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and

(b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

10. **When moneys payable other than for loss of time**

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

REQUESTING A REFUND

1. Full refunds are available if no travel has taken place, when *your* request for a refund is received:
   a. prior to the date on which coverage is to be effective as shown on *your* confirmation; or
   b. after the date on which the coverage is to be effective as shown on *your* confirmation provided *GMS* is notified no later than 30 days after this date, subject to an administration fee.
2. Partial refunds are available, subject to an administration fee, when:
   a. *your* request for refund is received more than 30 days after the date on which the coverage is to be effective as shown on *your* confirmation and if no travel has taken place (the refund will be calculated from the date *GMS* was notified);
   b. *you* return to *your country of origin* and a minimum of 30 days remains unused on *your* Daily Immigrants & Visitors to Canada plan (the refund will be calculated from the date *you* departed Canada);
   c. *you* become eligible and covered under a *government health plan* during the *period of coverage* and a minimum of 30 days remain unused (the refund will be calculated from the date *GMS* was notified, not the *effective date* of the *government health plan*); or
   d. *your* death occurs during the policy period and a minimum of 30 days remains unused (the refund will be calculated from the date *GMS* was notified of *your* death).
3. Refunds are not available when:
   a. *you* return to *your country of origin* during the *period of coverage* on *your* Annual Immigrants & Visitors to Canada policy; or
   b. *you* request a refund after the *expiry date* of *your* policy.

The following conditions apply to partial refunds issued under this policy

1. When *you* apply for a refund after the date on which the coverage is to be effective as shown on *your* confirmation, the following must be provided:
   a. proof of travel showing the date *you* departed from Canada and returned to *your country of origin*;
   b. proof of coverage under a *government health plan* including effective date of coverage;
   c. in the case of a *your* death, a copy of the death certificate; or
   d. proof that *you* did not travel from *your country of origin*.

Depending on the documentation provided *GMS* reserves the right to limit or restrict the refund.

2. No refunds will be issued if a claim has been reported under this insurance policy.
3. GMS considers a claim to have occurred when an insured person ,or a family member, contacts GMS' assistance firm regarding the intent ,or need to seek medical treatment regardless of whether a claim is actually filed with GMS for reimbursement. *You* may still be eligible for a partial refund if:
   a. GMS' assistance firm was only contacted once during the period of coverage; and
   b. no payment for emergency *medical treatment* was issued or pending.

   Refunds are subject to GMS' review and approval. A file handling fee will be deducted from the refund amount owed. Once a refund is issued, future expenses or additional claims will not be accepted, regardless of when the expense or claim occurred.
4. Once a refund has been issued, *you* will no longer be eligible for any claim reimbursement regardless of when the expense or claim occurred.

A refund is calculated and paid based on the following.

1. A refund is calculated using the number of unused days and the daily rate applied based on *your* original trip length. Where indicated the refund will be calculated based on the date on which *GMS* received *your* request for refund.
2. Refunds will be processed as follows:
   a. payment made by credit card will be credited to the credit card on file;
   b. payment made by cash or cheque will be payable to *you* unless an alternative payee has been assigned;
   c. all refunds requested after the *effective date* shown on the confirmation are subject to an administration fee;
   d. no refund will be issued for amounts under $5.

EXTENSIONS & POLICY CHANGES

It is *your* responsibility to advise *GMS* of any changes to *your* health which have occurred after *your application date* and prior to the *start date* of a change or extension to *your* policy. A change in *your* health may affect *your* eligibility to extend or change coverage. Changes to *your* health that do not affect eligibility will still constitute a change in stability and may limit *your* available coverage.

Policy Changes

1. *You* may change *your effective date* by contacting *GMS* if;
   a. the change is made prior to arriving in Canada or within 30 days of *your* arrival in Canada;
   b. changes received after arriving in Canada are accompanied by proof of travel showing the date *you* arrived in Canada;
   c. the new *effective date* does not exceed 12 months from the original *effective date* shown on *your* application; and
   d. *you* are not 80 years of age on or before the new *effective date*.
2. *You* may not change *your* deductible or *sum after your effective date*. Contact GMS to change *your* deductible or sum insured before *your effective date*.
3. Newborns are eligible for coverage under this plan forty-eight (48) hours after release from *hospital*. *You* must add the newborn to *your* application and pay the appropriate premium.

Policy Extensions

1. *You* may extend *your* coverage subject to *GMS*' approval if:
   a. *you* contact *GMS* forty-eight (48) hours prior to the *expiry date* of the existing coverage
   b. *you* have not required *medical treatment* (whether a claim was submitted or not) in excess of $500 during *your period of coverage*;
   c. *your* total *period of coverage* (including all extensions approved or requested) will not exceed three hundred and sixty-five (365) days; or
   d. *you* will not be eighty (80) years of age or older as of the *start date* for the policy extension.

Payment must be made at time of the policy change or extension by credit card (Visa or MasterCard) for the change or extension to be accepted.

MAKING A CLAIM

1. *You*, or someone on *your* behalf, must contact *GMS* prior to *medical treatment* whenever possible. Failure to contact *GMS* within twenty-four (24) hours of receiving *medical treatment* or admission to *hospital* will limit benefits otherwise payable to 70% of eligible charges to a maximum of the *sum insured*.
2. A completed claim form must be submitted within ninety (90) days of the illness or *injury*.
3. In order to pay a claim, *GMS* will require the following documentation:
   a. original itemized receipts for all bills and invoices;
   b. proof of payment by *your* or any other benefit plan;
   c. medical records, including a completed diagnosis by the attending *physician*;
   d. for dental claims, proof of the accident;
   e. proof of the travel dates including *your departure date* from *your* country of origin and visa documentation where applicable;
   f. *your* historical records, if requested by *GMS*.
4. All documents for payment of eligible expenses must be received by *GMS* within thirty (30) days of *your* return home and no more than twelve (12) months from the date the last eligible expense was incurred.
5. *You* shall afford to *GMS* the opportunity to examine *you* when and as often as it reasonably requires while the claim hereunder is pending.
6. In the case of death, *GMS* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
7. The file handling fee associated with the administration and consultation with *GMS*' assistance firm which necessitate the need to set up a case file will be considered a reported claim, regardless of whether payment is made by *GMS* for any *medical emergency* expenses.

DEFINITIONS

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

alteration: includes any newly prescribed medication, change in medication type or the increase, decrease or discontinuation of a medication and the adjustment (stop and start) in an anticoagulation medication dosage due to surgery within ten (10) days prior to *your effective date*, except:

a. a dosage adjustment for an anti-hypertensive or cholesterol lowering medication;
b. a change from a brand name medication to a generic brand medication of the same dosage;
c. if *you* are taking Coumadin/Warfarin for anticoagulation therapy and are required to have *your* blood levels tested on a regular basis (INR) and *your medical condition* remains unchanged, yet *you* are adjusting the dosage of *your* anticoagulation medication to ensure *your* INR is maintained within therapeutic range as directed by *your physician*(s); or
d. if *you* are taking insulin or oral anti-diabetic mediation for diabetes and are required to have *your* blood levels tested on a regular basis and *your medical condition* remains unchanged, yet *you* are adjusting the dosage of *your* medication to ensure *your* blood glucose level is maintained within therapeutic range as directed by *your physician*(s).

application date: the day *you* apply and pay for *your* insurance policy.

country of origin: the country in which *you* maintain a permanent residence prior to entry into Canada.

departure date: the day *you* leave *your country of origin*, or *departure point*.

departure point: the province, territory or country *you* depart from on the first day of *your* intended travel period.

dependant: any unmarried child of *you or your spouse* (including step-child, adopted child, or a child for whom *you* have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon *you or your spouse* for support and maintenance, and is eighteen (18) years of age and under.

effective date: is the later of the following:

a. the date on which *GMS* has accepted *your* application and *your* payment has been received by *GMS*;
b. the date chosen by *you* as indicated on *your* application subject to *GMS*' acceptance of *your* application and receipt of *your* payment; or
c. the date *you* arrive in Canada except where *your* arrival in Canada is within 48 hours from departing *your country of origin*, coverage will start on the date when *you* depart *your country of origin*. Proof of travel will be required.

expiry date: the date on which *your* coverage ends under our insurance.

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

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

heart disease: any disease of the heart including, but not limited to; angina, irregular heartbeat, heart attack, congestive heart failure, ischemic *heart disease*, valvular *heart disease*, and myocardiopathy.

hospital: an institution licensed as a *hospital* which is primarily engaged in providing medical, diagnostic and surgical services for the care and treatment of sick or injured persons on an in-patient basis, and, which has a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a legally licensed medical *physician*(s). In no event shall the term "*hospital*" or "general active treatment *hospital*" mean any *hospital* or institution or part of such *hospital* or institution licensed or used principally as a clinic, continued care or extended care facility, convalescent home, rehabilitation centre, rest home, nursing home for the aged, health spa or treatment centre for drug addiction or alcoholism.

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

injury: is the impairment of *your* physical condition caused from a sudden and unforeseen *accidental* event that is independent from an illness or disease which includes but is not limited to a physical wound, fracture or blow to the body.

medical condition(s): are any irregularities to *your* health:

a. for which *you* receive *medical treatment* or *medical consultation*;
b. related to undiagnosed symptoms for which *you* received *medical treatment* or *medical consultation*; or
c. related to undiagnosed symptoms which would have caused an ordinary person to seek *medical treatment* or *medical consultation*.

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

medical emergency: *a* sudden or urgent happening that arose during your trip and requires immediate action. A *medical emergency* no longer exists when the medical evidence indicates that no further treatment is required at your destination, or indicates *you* are able to return to your *country of origin* for further treatment.

medical treatment: any medical, therapeutic or diagnostic measure prescribed or recommended by a *physician* in any form, including; prescription medication; investigative testing; in-*hospital* care; surgery; or other prescribed or recommended action directly referable to the applicable condition, symptom or problem.

period of coverage: the number of days of coverage for which a premium has been paid and for the dates indicated on *your* application.

physician: a duly qualified doctor of medicine, who is not an *immediate family member*, and is entitled under the laws of the Province, State or Country where the services are rendered to prescribe drugs and administer *medical treatment*. A *physician* does not include a naturopath, herbalist, or homeopath.

policyholder: the person who has applied and paid the premiums to *GMS* for a plan and whose application has been approved by *GMS*.

reasonable and customary: charges that are reasonably comparable to those normally charged for that service in the particular area where the service is received.

return date: the date on which *you* are scheduled to return to *your departure point*, as shown on *your* application.

spouse: the person to whom *you* are legally married or with whom *you* have resided for at least twelve (12) months and whom *you* present publicly as *your spouse*.

stable: a *medical condition* is *stable* if, during the period of time specified in the policy, *you*:

a. have not received new *medical treatment*;
b. have not been prescribed a new prescription medication;
c. have not had a change in *medical treatment*;
d. have not had an *alteration* in a prescribed medication;
e. have not experienced a deterioration in *your* condition;
f. have not experienced new, more frequent or more severe symptoms;
g. have not had or required *medical consultation* to investigate symptoms that remain undiagnosed;
h. have not required in-*hospital* care or a referral to a specialist, including initial follow-up visits, tests or investigations related to the medical condition and pending results; and/or
i. do not anticipate further *medical treatment* after departure from *your country of origin*.

start date: the calendar date on which a change or an extension to coverage is to begin.

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

surgeon: a *physician* who practices surgery.

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

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

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

Group Medical Services
2055 Albert Street PO Box 1949 Regina, SK S4P 0E3
toll-free 1.800.667.3699 email info@gms.ca
www.gms.ca