

# Policy

September 19, 2022

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

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

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

Do not assume that someone will contact *Ontime Care* on *your* behalf. It remains *your* responsibility to ensure that *Ontime Care* has been contacted prior to receiving treatment or as soon as reasonably possible. If *you* fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$150,000.

## Section I Important Notice

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy, as *your* coverage may be subject to certain limitations and exclusions.

3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to *your* effective date. Check to see how this applies in *your* policy and how it relates to *your* effective date. In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed after a claim has been reported.
4. All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

## Section II Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

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

**Administrator Company** means JF Insurance Agency Group Inc., appointed by the Insurer to administer this JF Elite Plus Family Insurance plan.

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

**Dependent Child(ren)** means any unmarried child(ren) residing with *you* who is at least 4 years old and no more than 19 years of age on the date of purchase, and who is dependent on *you* for support.

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

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

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

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

**Injury** means unexpected and unforeseen harm to the body caused by an *accident*, occurring during the coverage period and which requires immediate *emergency* treatment that is covered by this policy.

**Insured, Insured Person, You, Your and Yourself** means any eligible person who is named on the application or the confirmation of insurance.

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

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

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

and

d) cannot be delayed until *your* return to *your country of origin*.

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

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

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

**Private School** means educational institutions at the grade school, or primary level or secondary level that are privately funded in Canada and not under direct government control.

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

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

**Spouse** means *your* legally married spouse or a person with whom *you* have been cohabitating in a common-law relationship for at least 12 consecutive months prior to the date of application.

**Stable** means:

- a) a medical condition which is under treatment and has been controlled by diet or by taking medication as directed by a *physician* and for which in the 90 days prior to the effective date of this policy there has been:
  - i. no new symptoms, more frequent or severe symptoms or symptoms which remain undiagnosed;
  - ii. no *hospitalization* or referral to a specialist;
  - iii. no change in treatment, medication or dosage (a reduction in dosage or an elimination of medication or treatment resulting from an improved health condition, approved by a *physician*, does not constitute a change in treatment, medication or dosage).
- b) a medical condition that existed more than 90 days prior to the effective date and which did not require treatment, as determined by a *physician*, during the 90 days prior to the effective date of this policy.

**Student** means an individual who has had to obtain a student visa and/or temporary visa status for the purpose of pursuing an education within Canada and is enrolled in and regularly attending classes at an accredited Canadian college, university, or other educational institution and, during the semester, is taking at least 60% of the usual course load for the program in which they are enrolled.

## Section III Eligibility

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

- 1) be at least 4 years old and not more than 59 years old; and
- 2) be in good health at the time *you* purchase *your* policy and on the date *you* exit *your country of origin*, and know of no reason to seek medical consultation during the coverage period; and
- 3) not be insured under a provincial or territorial government healthcare plan, and

- 4) not be travelling against the advice of a *physician* and not have been diagnosed with a terminal condition; and
- 5) be a parent of a *student* residing in the same city in Canada as the *student*, or
- 6) be a *spouse* or *dependent child* of a *student* residing in the same city in Canada as the *student*.

## Section IV Insurance Agreement

### A. The Contract

1. This policy provides coverage up to \$5,000,000 per *insured person* per 365 consecutive day period for eligible expenses incurred in Canada. Eligible expenses incurred during trips outside Canada (excluding visits to *your country of origin*) are subject to a maximum of \$150,000 per *insured person* per 365 consecutive day period.
2. The Insurer reserves the right to decline any application or any request for an extension of coverage.
3. Only one policy can be issued to *you* and all premiums paid for any additional policy will be

returned to *you*. When more than one policy of this form is issued by the Insurer and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

4. Trips outside Canada during the coverage period are valid as long as at least 51% of the coverage period is spent in Canada. Visits to *your country of origin* are permitted, however, coverage will be suspended and expenses will not be covered, nor premiums refunded, while in *your country of origin*.

### B. Duration of Coverage

1. **Effective Date** - *Your* insurance policy commences on the latest of:

- a) the time and date you apply for and pay for this insurance;
- b) 12:01 a.m. (local time) on the effective date as shown on your application or confirmation of insurance; or
- c) the specific time and date of your arrival in Canada. Proof of your time and date of arrival may be required.

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

**Note:** Coverage may commence up to 90 days prior to the date of first scheduled class of the student to whom you are a parent when a 365 days policy is purchased. Coverage may commence up to 30 days prior to the date of first scheduled class of the student whom you are a parent when a minimum of 183 days policy is purchased.

**2. Expiry Date - Coverage under this plan terminates on the earliest of:**

- a) 11:59 p.m. (local time) on the expiry date indicated on the application or policy confirmation;
- b) 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment;
- c) the date your child, spouse or parent ceases to be a student;
- d) the date you cease to be the spouse or dependent child of a student;
- e) the date and time you leave Canada with no intention to return back to Canada during the coverage period;
- f) the date you exceed 49% of your coverage period outside of Canada.

**Note:** Coverage may continue up to 90 days immediately following the date the student concludes his/her course of study when a 365 days policy is purchased. Coverage may continue up to 30 days immediately following the date the student concludes his/her course of study when a minimum of 183 days policy is purchased.

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

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

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

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

- a) a claim has not been made under this policy; and
- b) you have not experienced changes in your health since your effective date or departure date; and
- c) you remain eligible for insurance; and
- d) the request for the extension is received prior to the expiry date of your coverage; and

## Section V Benefits

**1. Hospital Accommodation:**

- a) Reasonable and customary costs up to the semi-private room rate or coronary care or intensive care unit where medically necessary. In the event that you are hospitalized at the time that coverage terminates benefits will continue until discharge, to a maximum of one year. In no case will expenses for in-patient stays be covered for a period greater than 365 days per insured person.
- b) Treatments on an outpatient basis in a hospital.

**2. Physician Charges:** Medical treatment by a physician, surgeon, anaesthetist or registered graduate nurse (other than an immediate family member).

**3. Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending physician due to an emergency.

**Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by *OnTime Care*.

**4. Private Duty Nursing:** Up to \$15,000 for the professional services of a registered private nurse (other than by an immediate family member) as the result of a covered emergency, when medically necessary while hospitalized, when ordered by the attending physician and approved in advance by *OnTime Care*.

**5. Emergency Transportation:**

- a) Ground Transportation: When medically necessary, licensed ground ambulance service (also covers taxi fare in lieu of ground ambulance) to the nearest hospital.
- b) Air Transportation: When approved and arranged by *OnTime Care*, up to \$1,000,000 for medically necessary air transportation to the nearest hospital or to return you to your country of origin for medical treatment.

**6. Prescription Drugs:** Up to \$10,000, limited to a 30-day supply per prescription, unless you are hospitalized, drugs, for serums and injectables that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when required as a result of an emergency. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of emergency.

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

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

**8. Paramedical Services:** When prescribed by a physician treatment provided by a licensed chiropractor, chiropractor, osteopath, physiotherapist or podiatrist up to a maximum of \$600 per practitioner, provided a minimum of 183 days of coverage has been purchased.

**9. Acupuncture Treatment:** When a 365 days JF Elite Plus Family Insurance policy is purchased, up to a maximum of \$600 for acupuncture treatments. Treatments must be performed by a Canadian licensed acupuncturist. This benefit does not cover herbal medicines or other products that do not have a DIN number.

e) the required premium is paid.

If you have incurred a claim, the *Administrator Company* on the Insurer's behalf, will review your file before deciding on granting a new term of coverage. The *Administrator Company*, on the Insurer's behalf, reserves the right to decline any request for new terms of coverage.

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

**E. Premium Payment -** The full premium is due and payable at the time of application and will be determined according to the rate schedule in effect at the time of application and the insured's age as of the effective date. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies. If the premium paid is insufficient for the coverage period selected, the administrator company will:

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

**F. Premium Refunds**

**1.** If cancellation of your policy is requested prior to the effective date of your policy, the full premium may be refunded.

**2.** A refund for the unused portion of the premium may be granted if:

- a) the required visa necessary for the student's admission to a recognized Canadian institution of learning has been refused;
- b) the student permanently leaves the recognized Canadian institution of learning;
- c) you permanently return to your country of origin; or
- d) you become eligible for a government health insurance plan in your province or territory of residence.

**3.** A request for a premium refund will be considered only if no claim has been made, subject to a \$40 administrative fee.

**Note:** Requests for refunds must be made in writing to your broker or sales agent with satisfactory proof (e.g. airline ticket or customs/immigration stamp) of your actual return date to your country of origin, otherwise calculation of such refunds will be based on the postmarked date of your written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

**G. Coverage Offered -** This insurance provides coverage for the reasonable and customary costs incurred by you in case of emergency until the initial emergency is resolved and the condition stabilized, provided at least 51% of your coverage period is spent in Canada. You may visit your country of origin, however, coverage will be suspended and expenses will not be covered, nor premiums refunded, while in your country of origin.

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

Subject to all terms and conditions of this policy benefits are payable to a maximum of the sum insured provided that they are medically necessary.

Benefit limits are per insured person, per period of 365 days.

**10. Treatment of Dental Accident:** Emergency dental treatment to repair or replace sound natural teeth (capped or crowned teeth are considered natural teeth) as the result of an accidental injury that requires treatment within 30 days of the date of the accident by a legally qualified dentist or oral surgeon not to exceed \$5,000 per accident.

**11. Impacted Wisdom Teeth:** Up to \$150 per tooth for the extraction of impacted wisdom teeth when medically necessary and performed in a dentist's or oral surgeon's office.

**12. Emergency Relief of Dental Pain:** Emergency treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$600 during the coverage period. Treatment must be initiated within 48 hours from the time the emergency began and completed no later than 90 days after treatment has begun.

**13. Transportation to Bedside:** When approved in advance by *OnTime Care* up to a maximum of \$5,000 for transportation costs plus up to \$150 per day to a maximum of \$1,500 for meals and commercial accommodation for one person of your choice to:

- a) be with you if you are hospitalized as the result of a covered emergency and the attending physician provides written certification that the situation was serious enough to warrant the visit; or
- b) identify the deceased insured person prior to the release of the body, where necessary.

**14. Follow-up Visits:** When approved in advance by *OnTime Care*, up to \$3,000 for non-emergency care, provided it is directly related to your emergency.

**15. Psychiatric/Psychological Therapy:** If, as the result of a covered emergency, you require psychiatric or psychological therapy within 2 years of the emergency the actual costs for:

- a) visits to a licensed psychiatrist, psychologist or social worker on an outpatient basis for the relief of acute symptoms, up to a maximum of \$1,000 per insured person; or
- b) hospitalization of the insured person due to psychological, mental or emotional disorders, up to a lifetime maximum of \$10,000.

This benefit includes the cost of the initial visit to a physician.

**16. Repatriation:** When approved in advance and arranged by *OnTime Care*:

- a) up to the cost of a one-way economy airfare to return you to your country of origin; or
- b) the fare for additional airline seats to accommodate a stretcher or medical attendant, to return you to your country of origin.

**17. Preparation and Return of Remains:** In the event of death, up to a maximum of \$15,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased insured person to his/her country or origin; or up to a maximum of \$5,000 for cremation and/or burial at the place of death of the insured person when approved by *OnTime Care*. The cost of the casket or urn is not covered by this benefit.

**18. Vehicle Return:** When approved and arranged in advance by *OnTime Care* up to \$1,000 for the cost of returning your vehicle to your residence in Canada or to a commercial rental agency in the event that you are unable to return a vehicle to its point of origin due to a covered emergency.

**19. Maternity:** Up to \$10,000 for pre-natal care and involuntary termination or resulting complications related to the pregnancy provided the pregnancy commenced during the coverage period.

**20. Physical Examination:** Up to \$150 for one annual medical examination by a physician in any consecutive 12-month period provided a minimum of 365 days of consecutive coverage has been purchased.

21. **Eye Examination:** Up to \$100 for one eye examination by a licensed optometrist or ophthalmologist in any consecutive 12-month period provided a minimum of 365 days of consecutive coverage has been purchased.
22. **Eyeglass/Contact Lens/Hearing Aid:** Up to \$200 to repair or replace eyeglasses, contact lenses or hearing aids damaged as the result of a covered *accident*.

## Section VI Accidental Death & Dismemberment

Principal Sum - \$100,000.

### Table of Losses

Loss	Principal Sum
Loss of Life	100%
Loss of both hands or loss of both feet	100%
Loss of entire sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and the entire sight of one eye	100%
Loss of one foot and the entire sight of one eye	100%
Loss of one arm	75%
Loss of one foot	66 <sup>2</sup> / <sub>3</sub> %
Loss of entire sight of one eye	66 <sup>2</sup> / <sub>3</sub> %
Loss of thumb and index finger of the same hand	33 <sup>1</sup> / <sub>3</sub> %
Loss of speech and hearing	100%
Loss of speech or hearing	66 <sup>2</sup> / <sub>3</sub> %
Loss of hearing in one ear	16 <sup>2</sup> / <sub>3</sub> %
Quadriplegia, Paraplegia, Hemiplegia	200%
Loss of use of both arms or both hands	100%

## Section VII Limitations and Restrictions

- Pre-approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment**  
*Ontime Care* must approve in advance any surgery, invasive procedure (including, but not limited to, cardiac catheterization), diagnostic testing or treatment prior to you undergoing such procedure. It remains your responsibility to inform your attending *physician* to call *Ontime Care* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
- Notice to Ontime Care**  
You must contact *Ontime Care* prior to seeking *medical treatment*. If it is not reasonably possible for you to contact *Ontime Care* prior to seeking treatment due to the nature of your *emergency*, you must have someone else call on your behalf or you must call as soon as medically possible. If you fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$150,000.
- Inability to Obtain Medical Records**  
In the event that the Insurer is unable to obtain medical records from your *country of origin*, your medical history will be based on information developed from your attending *physician's* report, medical examination or other sources of pertinent information.
- Limitation of Benefits**  
Once you are deemed medically stable to return to your *country of origin* (with or without a medical escort) in the opinion of *Ontime Care* or by virtue of discharge from *hospital*, your *emergency* is considered to have ended, whereupon any further consultation, treatment,

## Section VIII Exclusions

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

- Any *pre-existing medical condition(s)* that was not *stable* in the 90 days prior to the effective date of the policy.
- Any medical condition for which, prior to your departure from your *country of origin*, medical evidence suggests a reasonable expectation that treatment or *hospitalization* could be required.
- Expenses for which no charge would normally be made in the absence of insurance.
- Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion; revolution or insurrection; or military power.
- Suicide, attempted suicide or self-inflicted *injury*.
- A disorder, disease, condition or symptom that is emotional, psychological or mental in nature except as provided in Benefit #15 - Psychiatric/Psychological Therapy.
- Any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant, whether you are sane or insane.
- Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
- Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital services*, whether or not such trip is taken on the advice of a *physician* or surgeon.
- Treatment or services that contravene any government health insurance plan in Canada.
- Cosmetic, elective or non-emergency *medical treatment* including any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or convalescent or ongoing care or that could reasonably be postponed until you return to your *country of origin*.
- Pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or related complications except as provided in Benefit #19 - Maternity.
- Any *medical treatment* which can reasonably be delayed until you return to your *country of origin* by the next available means of transportation, whether you intend to or not.
- Drugs and medications which are:
  - commonly available without a prescription, preventative medications or vaccines except as provided in Benefit #23 - Vaccination and Tuberculosis Testing, acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products; or
  - any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs; or
  - not legally registered and approved in Canada or not *medically necessary*.
- Non-compliance with any prescribed medical therapy treatment (as determined by *Ontime*

23. **Vaccination and Tuberculosis Testing:** Up to \$100 for vaccination and tuberculosis testing in any consecutive 12-month period provided a minimum of 180 days of consecutive coverage has been purchased. Coverage for tuberculosis testing is only payable if testing is mandated by the school board or *private school* as a requirement for program enrollment.

Loss of use of one hand or one foot	66 <sup>2</sup> / <sub>3</sub> %
Loss of use of one arm or one leg	75%
Loss of four fingers of one hand	33 <sup>1</sup> / <sub>3</sub> %
Loss of all toes of one foot	12 <sup>1</sup> / <sub>2</sub> %

Loss as above used with reference to quadriplegia, paraplegia, and hemiplegia means the complete and irreversible paralysis of such limbs; as above used with reference to hand or foot means complete severance through or above the wrist or ankle joint, but below the elbow or knee joint; as used with reference to arm or leg means complete severance through or above the elbow or joint; as used with reference to thumb and index finger means complete severance through or above the first phalange; as used with reference to fingers means complete severance through or above the first phalange of all four fingers of one hand; as used with reference to toes means, complete severance of both phalanges of all the toes of one foot and as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means complete and irrecoverable loss of the ability to utter intelligible sounds; as used with reference to hearing means complete and irrecoverable loss of hearing in both ears.

Loss as used with reference to "Loss of Use" means the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy. A subsequent recurrence of a covered *emergency* related to an *emergency* that had been deemed ended under this policy may be covered provided that the medical condition causing the subsequent *emergency* has been *stable* for at least 90 days prior to the date of the subsequent *emergency*.

### 5. Availability and Quality of Care

The Insurer, the *Administrator Company* or *Ontime Care* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or your failure to obtain *medical treatment*.

### 6. Transfer or Medical Repatriation

During an *emergency* (whether prior to admission, during a covered *hospitalization* or after your release from *hospital*), *Ontime Care* reserves the right to:

- transfer you to one of its preferred health care providers, and/or
- return you to your *country of origin*, for *medical treatment of your sickness or injury* without danger to your life or health. If you choose to decline the transfer or return when declared medically stable by *Ontime Care*, the Insurer will be released from any liability for expenses incurred for such *sickness or injury* after the proposed date of transfer or return. *Ontime Care* will make every provision for your medical condition when choosing and arranging the mode of your transfer or return and, in the case of a transfer, when choosing the *hospital*.

Care) or failure to carry out a *physician's* instructions.

### 16. Expenses in your country of origin.

### 17. Participation in:

- any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
- any competitive motorized sporting events, racing or speed contests;
- scuba diving (unless you hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.

### 18. Committing or attempting to commit an illegal act or a criminal act.

### 19. Flight accident (unless you are travelling as a fare paying passenger on a commercial airline).

### 20. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

### 21. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.

### 22. Travel to, from or through any country, region or city for which, prior to your departure date, any department of the Canadian Government has issued a warning to avoid all travel or to avoid non-essential travel if the loss is the result of the reason for which the warning was issued. This exclusion only applies to temporary visits outside of Canada.

### The following additional exclusions are applicable to Accidental Death & Dismemberment only:

- Sickness*, disease, bodily infirmity or mental incapacity whether the loss or claim results directly or indirectly from any of these.
- Loss or *injury* sustained while the *insured* is undergoing medical or surgical treatment of any *sickness*, disease or bodily or mental infirmity.
- Infections of any kind, regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying *sickness*, disease or condition including but not limited to diabetes.
- Travel or flight in or on (including getting in or out of, or on or off of any vehicle used for aerial navigation), if you are:
  - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
  - performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- Any act or attempt taken or made by the *insured person* or with the *insured person's* consent for the purpose of restricting blood flow to the brain or to cause asphyxiation whether with intent to cause harm or not.

## Section IX Emergency Travel Assistance

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

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

### Emergency Call Centre

No matter where you are, professional assistance personnel are ready to take your call. Please consult your insurance confirmation for emergency numbers.

*Ontime Care* will answer any questions you have about the eligibility of your claim, our standard verification procedures and the way that your policy benefits are administered.

## Section X How to File a Claim

1. **You must substantiate your claim by providing all documents listed below. (The Insurer, Administrator Company or Assistance Company are not responsible for charges levied in relation to any such documents.)**

- A completed Claim Form (provided by *Ontime Care* upon notification of claim).
- Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
- Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.

**Note:** If you refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to your claim, it may result in a delay in processing your claim.

## Section XI General Provisions

### 1. Subrogation

If you suffer a loss covered under this policy, *Ontime Care* is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss.

You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.

### 2. Other Insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered that are in excess of the amounts for which you are insured under such other coverage.

### 3. Misrepresentation and Non-disclosure

The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, you have concealed, misrepresented or failed to disclose any material fact or circumstance concerning your policy or your interest therein, or if you refuse to disclose information or permit the use of such information, pertaining to any of the *insured* persons under this contract of insurance.

### 4. Arbitration

Notwithstanding any clause in this policy, any *insureds* making a claim under this policy and the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *insured*. In the event the *insured* is not a resident of any Canadian province or territory, the governing law shall be the law of the Province of Ontario.

Any *insureds* making a claim under this policy and the parties to this policy agree that all actions will be referred to arbitration.

## Section XII Statutory Conditions

- The Contract** - The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- Waiver** - The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.
- Copy of Application** - The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.
- Material Facts** - No statement made by you at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
- Notice and Proof of Claim** - You or a beneficiary entitled to make a claim, or the agent of any of you, shall:
  - give written notice of claim to *Ontime Care* by delivery thereof or by sending it by registered mail to *Ontime Care* not later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
  - within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Ontime Care* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
  - if so required by *Ontime Care* or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.
- Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within

From anywhere call COLLECT 1-905-707-9555

*Ontime Care* will also:

- Help you locate the most appropriate medical facility for you;
- Arrange for admission to a *hospital* if necessary;
- Provide details of your coverage to you and to the medical providers who are treating you;
- Connect you to an interpreter;
- Whenever possible, instruct the *hospital* or clinic to bill *Ontime Care* directly.

### 2. Payment of Benefits

All payments are payable to you or on your behalf. Benefits for loss of life are made to your estate unless another beneficiary is designated in writing to *Ontime Care* or the *Administrator Company*. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest.

### 3. Send all pertinent documents to:

*Ontime Care* Worldwide Inc.  
P.O. Box 82029  
420 Hwy 7 E  
Richmond Hill, ON L4B 3K2

Indicate your policy number on all correspondence.

### Arbitration Procedure

- Any *insureds* making a claim under this policy and the parties shall agree upon a single arbitrator by mutual agreement. In the event a single arbitrator cannot be agreed upon, each of the *insured* or party as applicant and the Insurer or party as respondent shall unilaterally choose an arbitrator who will be instructed to agree upon a third arbitrator. The third arbitrator will be the sole individual seized as arbitrator of the arbitration.
  - The party who initiates the arbitration shall bear 50% of the cost or fee of the Arbitrator(s), 50% of the cost or fee of any dispute involved in the selection of an arbitrator and 50% of the cost of the arbitration venue expenditures.
  - Each party with standing in the arbitration shall bear his or her respective legal representation costs and disbursements.
  - The (third) arbitrator shall otherwise control procedure and shall provide a written determination within ninety (90) days of any motion, hearing or dispute related submissions.
- Applicable Law**  
This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, your heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.
  - Safeguarding Your Privacy**  
The *Administrator Company* places great importance on the protection of your privacy. The *Administrator Company* collects your personal information when you apply for this insurance and in the event of a claim, to provide you with insurance services and to analyze your claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, *Ontime Care* may collect your personal health information held by a third party. This information may be released to employees of *Ontime Care*, the *Administrator Company* and the Insurer for claims analysis and to better serve you. In no case will the Insurer release this information to any person or organization that is not clearly entitled to it without first seeking your consent.

the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

- Insurer to Furnish Forms for Proof of Claim** - The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.
- Rights of Examination** - As a condition precedent to recovery of insurance money under this contract:
  - the claimant shall afford to the Insurer and *Ontime Care* an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and
  - in the case of death of the *insured*, the Insurer and *Ontime Care* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
- When Money Payable** - All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.
- Limitation of Actions** - Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, or other applicable legislation. The limitation period applies to all plans and benefits of this policy and to all endorsements thereof.

## Section XIII Identification of Insurer

JF Elite Plus Family Insurance is underwritten by Berkley Insurance Company (a Berkley Company) and administered by JF Insurance Agency Group Inc.

The *insured* is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Ontime Care* Worldwide Inc. To contact JF Insurance Agency Group Inc., please call 1-877-832-5541 or write to [info@jfgroup.ca](mailto:info@jfgroup.ca).

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE