

Policy

August 1, 2025

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 \$250,000.

Section I Important Notice

1. This policy does not cover pre-existing medical conditions - sickness, injury or medical conditions that existed prior to the effective date.
2. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
3. 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.

4. In the event of an accident, injury or sickness, your prior medical history will be reviewed after a claim has been reported.
5. 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 Canadian Travel Insurance plan.

Common Carrier means an airline, bus, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

Dependent Child(ren) means any unmarried child(ren) residing with you who is at least 15 days old and no more than 19 years of age on the date of purchase, and who is dependent on you for support.

Emergency means an unexpected and unforeseen *sickness* or *injury* occurring during the coverage period for which you require immediate *medical treatment* to alleviate danger to life or health occurring while on a covered *trip*, and that such *medical treatment* cannot be delayed until you return to your province, or territory of residence, or Canada by the next available means, whether you intend to or not. An emergency no longer exists when you are deemed medically fit to travel or you are discharged from the *hospital* and no further benefits are payable in respect of the medical condition which caused the *emergency*.

Government Health Insurance Plan means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

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

Insurer means Berkley Insurance Company (a Berkley Company) which provides this 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 Canada.

Minor Ailment means any *sickness* or *injury* which ends at least 30 consecutive days prior to the departure date of each trip and does not require:

- a) the use of medication for a period of greater than 15 days; or
- b) more than one follow-up visit to a *physician, hospitalization*, or surgical intervention; and
- c) referral to a specialist.

A chronic condition or any complication of a chronic condition is not considered a minor ailment.

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 as a Doctor of Medicine in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than yourself or an *immediate family member*.

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

Reasonable and Customary Costs 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.

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

Travel Companion means someone who shares travel arrangements with you up to a maximum of 3 people.

Trip means a journey undertaken by you which commences when you depart your province or territory of residence and ends when you return to your province or territory of residence.

Vehicle means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by you from a commercial rental agency for your use during your trip.

Watercraft means a vessel for use on the water for your personal transportation.

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

Section III Insurance Agreement

A. The Contract

Coverage is provided only for the benefits purchased by you as shown on your confirmation of insurance. Coverage is provided for travel worldwide for the full duration of the *trip*. For *trips* travelling through the United States of America ("USA") coverage is limited to a maximum of 48 hours. For all plans, if your covered expense results from an act of *terrorism* all benefit maximums shown in this policy may be reduced subject to the Terrorism Coverage benefit.

1. **Emergency Hospital & Medical** provides coverage for the benefits listed under Emergency Hospital & Medical up to \$1,000,000 for *reasonable and customary costs* incurred by you, for *medically necessary* treatment due to a covered *emergency* that is unrelated to Coronavirus (COVID-19) and related complications occurring while you are travelling outside your province or territory of residence until the initial *emergency* is resolved and the condition stabilized. 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*.
2. **Emergency Hospital & Medical** provides coverage for the benefits listed under Emergency Hospital & Medical for *medically necessary* treatment due to a covered *emergency* that is related to Coronavirus (COVID-19) and related complications up to \$100,000 for *reasonable and*

customary costs incurred by you, for *medically necessary* treatment due to a covered *emergency* that is related to Coronavirus (COVID-19) and related complications occurring while you are travelling outside your province or territory of residence until the initial *emergency* is resolved and the condition stabilized. Subject to all terms and conditions of this policy benefits are payable to a maximum of \$100,000 provided that they are *medically necessary*.

3. **Accidental Death & Dismemberment** provides coverage for the benefits listed under Accidental Death & Dismemberment resulting directly from accidental *injury* occurring during the coverage period.
4. **Flight Accident** provides coverage for the benefits listed under Flight Accident resulting directly from accidental *injury* occurring during the coverage period while the *insured* is travelling on, boarding or alighting from a regularly scheduled flight or charter flight.
5. Benefit limits are per *insured person* per *trip* including any Top Up or extension.
6. The *insurer* reserves the right to decline any application or any request for an extension of coverage.
7. Only one policy can be issued to you and all premiums paid for any additional policy will be returned to you. When more than one policy of this form is issued by the *insurer* and is in force with respect to you at the time of claim, only one such policy, the earliest by effective date, will apply.

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

- you* are hospitalized due to a covered emergency on the expiry date indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as *you* are hospitalized and will extend a further 5 days upon release from *hospital*, to a maximum of 365 days.
- Up to 72 hours if:
 - you* are delayed due to a late train, boat, bus, plane, or other *vehicle* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* province or territory of residence, including by reason of inclement weather;
 - the *vehicle* in which *you* are travelling is involved in a traffic accident or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence;
 - you* must delay *your* scheduled return to *your* province or territory of residence 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.

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

- a claim has not been made under this policy; and
- you* have not experienced changes in *your* health since *your* effective date or departure date; and
- you* remain eligible for insurance; and
- the request for the extension is received prior to the expiry date of *your* coverage; and
- the entire duration of *your* trip does not exceed 120 days for up to 59 years of age or 90 days for 60 years of age up to 89 years of age including the extension; and
- the required premium is paid.

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.

D. Premium Payment - The full premium is due and payable at the time of application and will be

Section IV Emergency Hospital & Medical ELIGIBILITY

To be eligible for Emergency Hospital & Medical coverage, on the effective date the applicant must:

- be a Canadian resident covered by *your* government health insurance plan for the entire duration of *your* trip; and
- purchase coverage for the entire duration of *your* trip; and
- purchase coverage prior to the date of departure from *your* province, or territory of residence, or Canada; and
- on the Effective Date of Coverage,
 - be at least 15 days of age and not more than 59 years of age travelling for no more than 120 days per trip or not be travelling for more than 90 days per trip if 60 years of age to 89 years of age; and
 - not have been diagnosed with congestive heart failure at any point in the last 15 years; and
- not have used or been prescribed, whether by personal choice or as recommended by a health care professional, home supplemental oxygen during the 12 months prior to the effective date; and
- not have a diagnosed unrepaired aneurysm of 4.5 centimetres or more; and
- not have kidney disease treated with dialysis; and
- not have been diagnosed with stage III or IV cancer or cancer that has metastasized; and
- not be travelling against the advice of a *physician* and/or have not been diagnosed with a terminal illness; and
- not be experiencing new or undiagnosed symptoms and/or not know of any reason to seek medical attention; and
- not have had *your* most recent heart surgery including but not limited to heart bypass, heart angioplasty, stent placement, heart valve surgery or implanted pacemaker (excluding battery replacement) less than 6 months or more than 12 years prior to *your* effective date.

COVERAGE PERIOD

Effective Date of Coverage

Coverage begins on the latest of:

- the date and time *you* apply for and pay for this insurance; or
- the date and time *you* depart from *your* province or territory of residence; or
- 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

Expiry Date of Coverage

Coverage ends on the earliest of:

- 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- the date and time *you* return to *your* province or territory of residence; or
- the date *you* reach the maximum duration outside of Canada.

BENEFITS

1. Hospital Accommodation:

- 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.
- 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, digital x-rays, sonograms, ultrasounds or biopsies unless such services are approved in advance by *Ontime Care*.

4. Prescription Drugs:

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,

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:

- charge and collect any underpayment; or
 - 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.

E. Family Coverage

Your policy provides coverage for *you* and *your spouse*, both age 59 or under, and *your dependent child(ren)* if no more than 19 years of age. All family members are to be named on the application, to a maximum of 6 people. if:

- coverage dates are the same for all *family* members;
- all *family* members are travelling to the same destination; and
- the premium for *family* coverage is paid prior to the Effective Date of Coverage of the policy, as shown on the application or confirmation of insurance.

F. Premium Refunds

- If cancellation of *your* policy is requested prior to the effective date of *your* policy, the full premium may be refunded.
- A refund for the unused portion of the premium for *your* Emergency Hospital & Medical single trip plan, may be granted if *you* return to *your* province or territory of residence prior to *your* scheduled return date.
- A request for a premium refund after the effective date will be considered only if no claim has been paid or is pending, subject to a \$25 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* province or territory of residence. 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.

physician or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

5. Prescription Replacement:

When approved in advance by *Ontime Care* the cost of one visit to a *physician* to obtain a written prescription and up to \$250 for the cost to replace prescription medication, if *your* prescription medication is lost, stolen or damaged during the trip and its replacement cannot be delayed until *you* return to *your* province or territory of residence in Canada.

6. Private Duty Nursing:

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

7. Paramedical Services:

When prescribed by a *physician* as a result of a covered emergency and approved by *Ontime Care*, treatment provided by a licensed chiropractor, chiropractor, osteopath, physiotherapist or podiatrist up to a maximum of \$500.

8. 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.

9. Emergency Transportation:

Licensed ambulance services (includes \$100 taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required emergency medical treatment;

- Transportation between *hospitals* when ordered by the attending *physician* for emergency medical treatment;
- If, as the result of a covered emergency, *your* treating *physician* or *Ontime Care's* Medical Team recommends that *you* be returned to Canada, the costs incurred for:
 - one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher;
 - return economy airfare via the most direct route for a qualified medical attendant to accompany *you* if required by the airline or if *your* attending *physician* states in writing that it is medically necessary;
 - air ambulance if medically necessary only when approved and arranged by *Ontime Care*.

Ground transportation is limited to \$10,000 and air transportation is limited to \$250,000.

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 \$4,000 per accident.

11. Emergency Relief of Dental Pain:

Emergency treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$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.

12. Out of Pocket Expenses:

When approved in advance by *Ontime Care* up to \$150 per day to a maximum of \$4,000 for *your* commercial accommodation, meals, essential telephone calls, internet fees, including while hospitalized, bus or taxi fare, or rental car in lieu, and childcare costs for *your* dependents up to age 19 (excluding childcare provided by an *immediate family member*) if:

- you* or *your travel companion* are hospitalized on the date *you* are scheduled to return to *your* province or territory of residence in Canada; or
- you* or *your travel companion* are transferred to a different *hospital* in another city for emergency medical treatment.

The fact that an *insured* person is unable to travel must be certified by the attending *physician* and claims must be supported with original receipts from commercial organizations.

13. Transportation to Bedside:

When approved in advance by *Ontime Care* up to a maximum of \$3,000 for single round-trip economy airfare plus up to \$150 per day to a maximum of \$1,000 for the cost of meals and commercial accommodation for one person of *your* choice to:

- 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
- identify the deceased *insured* person prior to the release of the body, where necessary.

14. Return of Travel Companion:

When approved in advance by the *Assistance Company* up to single one-way economy airfare to return a *travel companion* to

Canada if you are returned to Canada under the Emergency Transportation benefit or the Repatriation of Remains benefit.

15. **Preparation and Return of Remains:** In the event of death, up to a maximum of \$5,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her permanent residence in Canada; 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.
16. **Vehicle or Watercraft Return:** When approved and arranged in advance by *Ontime Care* up to \$4,000 for the cost of returning your vehicle or watercraft used for your trip to your residence in Canada or to the nearest commercial rental agency if you were travelling within continental North America, or to the nearest commercial rental agency if you were travelling outside continental North America, in the event that you are unable to return the vehicle or watercraft to its point of origin due to a covered emergency.
17. **Pet Return:** When approved and arranged in advance by *Ontime Care*, up to \$500 for the cost of returning your accompanying dog or cat to Canada if you are returned to Canada under the Emergency Transportation or Return of Remains benefit, or if you are hospitalized due to a covered sickness or injury.
18. **Excess Baggage Return:** When approved and arranged in advance by *Ontime Care*, up to \$500 for the cost of returning your excess baggage to the departure point in the event that you are returned to Canada under the Emergency Transportation benefit.
19. **Return to Original Trip Destination:** If you are returned to your province or territory of residence under the Emergency Transportation benefit, and the attending physician determines that the treatment received in Canada resolved the emergency, the insurer agrees to reimburse up to a maximum of \$5,000 for a one-way economy flight to return you and one insured travel companion to the original trip destination. The return must occur during the original trip period. A subsequent recurrence or complication of the condition that resulted in you being returned home is excluded under this policy.

EXCLUSIONS

Emergency Hospital and Medical does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Any sickness, injury or medical condition that existed prior to the effective date.
2. Expenses related to a sickness or injury that would have caused an ordinarily prudent person to seek medical treatment, advice, diagnosis or care prior to the effective date.
3. Any medical treatment that is not emergency medical treatment for the immediate relief of acute pain and suffering including 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 province or territory of residence.
4. For policy extensions or Top Ups any medical condition which first appeared, was diagnosed or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.
5. Any medical treatment or investigative testing of any medical condition for which you have received emergency medical treatment during your trip after the initial emergency has ended as determined by the medical team at *Ontime Care*.
6. Any costs incurred due to your travelling against the advice of a physician or any loss resulting from your sickness or medical condition that was diagnosed by a physician as a terminal illness prior to the effective date.
7. Non-compliance with any prescribed medical therapy treatment (as determined by *Ontime Care*) or failure to carry out a physician's instructions.
8. Any services or supplies provided by you or your immediate family member.

Section V Accidental Death & Dismemberment

The insurer will pay up to the maximum sum insured shown on your confirmation of insurance for loss of life, limb or sight of an *insured person* resulting directly from accidental injury occurring during the coverage period if the loss occurs within 365 days after the date of the accident causing the loss subject to all policy limitations, exclusions and provisions. The total aggregate limit for all Accidental Death & Dismemberment losses resulting from any one incident under all policies underwritten by the insurer is \$10,000,000 CAD.

ELIGIBILITY

To be eligible for Accidental Death & Dismemberment coverage, on the Effective Date of Coverage the applicant must:

- a) be at least 15 days of age and not more than 59 years of age travelling for no more than 120 days per trip or not be travelling for more than 90 days per trip if 60 years of age to 89 years of age; and
- b) be a Canadian resident covered by your government health insurance plan for the entire duration of your trip; and
- c) be travelling on a trip to, from or within Canada.

COVERAGE PERIOD

Effective Date of Coverage

Coverage begins on the latest of:

- a) the date and time you apply for and pay for this insurance; or
- b) the date and time you depart from your province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on your confirmation of insurance.

Expiry Date of Coverage

Coverage ends on the earlier of:

- a) 11:59 p.m. (local time) on the expiry date shown on your confirmation of insurance; or
- b) the date and time you return to your province or territory of residence; or
- c) the date you reach the maximum duration outside of Canada.

BENEFITS

Benefits are payable according to the following schedule:

1. 100% of sum insured resulting from the same accidental injury for loss of:
 - a) life; or
 - b) entire sight of both eyes; or
 - c) both hands; or
 - d) both feet; or
 - e) one hand and entire sight of one eye; or
 - f) one foot and entire sight of one eye.
2. 50% of sum insured resulting from the same accidental injury for loss of:
 - a) entire sight of one eye; or
 - b) one hand; or
 - c) one foot.

9. Expenses for any benefit or medical treatment that requires prior approval by the Assistance Company if such approval was not provided, except in extreme circumstances where such medical treatment is performed on an emergency basis immediately upon admission to hospital.
10. Expenses incurred whereby this policy was purchased specifically to obtain medical treatment outside your province or territory of residence whether or not recommended by your attending physician.
11. Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges. Implants required to stabilize an emergency medical condition may be covered if pre-approved by *Ontime Care*.
12. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
13. An insured person's suicide, attempted suicide or self-inflicted injury.
14. Committing or attempting to commit an illegal act or a criminal act by an insured person.
15. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the insured person is hospitalized.
16. Any loss, sickness, injury or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant.
17. 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.
18. Expenses incurred for COVID-19 testing or expenses incurred for meals and accommodations and re-scheduling of the mode of travel as a result of the COVID-19 quarantine requirements of any country.
19. 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.
20. Routine pre-natal and post-natal care; your pregnancy or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; childbirth or complications thereof when your child is born during your trip. Your newborn child is excluded from this coverage.
21. Participation in:
 - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - b) any competitive motorized sporting events, racing or speed contests;
 - c) scuba diving (unless you hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
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.
23. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; terrorism; riot; rebellion; revolution or insurrection; or military power or your unlawful visit in any country. Limited coverage applies with respect to an act of terrorism. See Terrorism Coverage.
24. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
25. Flight accident (unless you are travelling as a fare paying passenger on a commercial airline).
26. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if you suffer more than one of these losses.

Exposure and Disappearance

If you are exposed to the elements or disappear as a result of an accident, a loss will be covered if:

- a) as a result of such exposure, you suffer one of the losses specified in the schedule of losses above; or
- b) your body has not been found within 52 weeks from the date of the accident. It will be presumed, subject to evidence to the contrary, that you suffered loss of life.

EXCLUSIONS

Accidental Death & Dismemberment does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Rock or mountain climbing, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the insured person is remunerated); scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
2. Death or injury sustained while operating or learning to operate or travelling on, boarding or alighting any aircraft.
3. An insured person's suicide, attempted suicide or self-inflicted injury.
4. Committing or attempting to commit an illegal act or a criminal act by an insured person.
5. Loss, death or injury, if at the time of the loss, death or injury, evidence supports that you were affected by, or the medical condition causing the loss was in any way contributed to by the use of alcohol, prohibited drugs, or any other intoxicant.
6. Non-compliance with any prescribed medical therapy or treatment.
7. Travel to, from or through any country, region or city for which, prior to your departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of your trip if the loss is the result of the reason for which the warning was issued.
8. 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 or your unlawful visit in any country.
9. Terrorism or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate terrorism except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. Limited coverage applies with respect to an act of terrorism. See Terrorism Coverage.

10. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
11. Service in, or training for, the armed forces, national guard or organized reserve corps of any

- country or international authority.
12. Natural causes.

Section VI Flight Accident

The *insurer* will pay up to the maximum sum insured shown on your confirmation of insurance for loss of life, limb or sight of an *insured person* resulting directly from accidental *injury* occurring during the coverage period that occurs when an *insured person* is travelling on, boarding or alighting from a regularly scheduled flight or charter flight if the loss occurs within 365 days after the date of the *accident* causing the loss subject to all policy limitations, exclusions and provisions.

The total aggregate limit for all Flight Accident losses resulting from any one incident under all policies underwritten by the *insurer* is \$10,000,000 CAD.

ELIGIBILITY

To be eligible for Flight Accident coverage, on the Effective Date of Coverage the applicant, must:

- a) be at least 15 days of age and not more than 59 years of age travelling for no more than 120 days per trip or not be travelling for more than 90 days per trip if 60 years of age to 89 years of age; and
- b) be a Canadian resident covered by your government health insurance plan for the entire duration of your trip; and
- c) be travelling on a trip to, from or within Canada.

Effective Date of Coverage

Coverage begins on the latest of:

- a) the date and time you apply for and pay for this insurance; or
- b) the date and time you board a flight to depart your province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on your confirmation of insurance.

Expiry Date of Coverage

Coverage ends on the earlier of:

- a) 11:59 p.m. (local time) on the expiry date shown on your confirmation of insurance; or
- b) the date and time you return to your province or territory of residence; or
- c) the date you reach the maximum duration outside of Canada.

BENEFITS

Benefits are payable according to the following schedule:

1. 100% of sum insured resulting from the same accidental *injury* for loss of:
 - a) life; or
 - b) entire sight of both eyes; or
 - c) both hands; or
 - d) both feet; or
 - e) one hand and entire sight of one eye; or
 - f) one foot and entire sight of one eye.
2. 50% of sum insured resulting from the same accidental *injury* for loss of:
 - a) entire sight of one eye; or
 - b) one hand; or
 - c) one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Section VII Terrorism Coverage

When an act of *terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other policy limits, coverage will be provided as follows:

- a) As a result of any one or a series of acts of *terrorism* occurring within a 72-hour period, the aggregate limit payable shall be limited to \$2,500,000 for all eligible insurance policies issued and administered by the *insurer*, including this policy.
- b) As a result of any one or a series of acts of *terrorism* occurring in any calendar year, the aggregate limit payable shall be limited to \$1,000,000 for all eligible policies issued and administered by the *insurer* including this policy.

Section VIII Limitations and Restrictions

1. 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.

2. 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 \$250,000.

3. Limitation of Benefits

Once you are deemed medically stable to return to your province, or territory of residence, or Canada (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, recurrence or complication related to the emergency will no longer be eligible for coverage under

this policy.

4. 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.

5. 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:

- a) transfer you to one of its preferred health care providers, and/or
- b) return you to your province, or territory of residence, or Canada, 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.

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

From anywhere call COLLECT 1-905-707-9555

Emergency Call Centre

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

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. *Ontime Care*

will also:

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

Section X How to File a Claim

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

- a) A completed Claim Form (provided by *Ontime Care* upon notification of claim).

- b) Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
- c) Original prescription drug receipts from the pharmacist, physician or hospital indicating the name of the

prescribing physician, prescription number, name of preparation, date, quantity and total cost.

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

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

Section XI General Provisions

1. **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.

2. **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.

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.

3. **Assignment of Benefits**

Where the *insurer* has paid expenses or benefits to you or on your behalf under this policy, the *insurer* has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This policy also allows the *insurer* to receive, endorse and negotiate eligible payments from those parties on your behalf. When the *insurer* receives payment from any other *insurer*, or any other source of recovery to the *insurer*, the respective payor is released.

4. **Currency**

All sums payable under this policy are in Canadian currency unless otherwise indicated. If an *insured person* has paid a covered expense in a currency other than Canadian currency, the *insured person* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

5. **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.

6. **Misrepresentation and Non-disclosure**

The entire coverage under this policy shall be voidable if the *insurer* determines whether before or after loss, that you have concealed, misrepresented or failed to disclose any material fact or circumstance

Section XII Statutory Conditions

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

2. **Copy of Application** - The *Insurer* shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

3. **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.

4. **Termination by Insured** - The *insured* may at any time request that this contract be terminated and the *insurer* shall, as soon as practicable after the *insured* makes the request, refund the amount of premium actually paid by the *insured* that is in excess of the short rate premium calculated to the date of the request according to the table in use by the *insurer* at the time of the termination.

5. **Termination by Insurer** - 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 proportional premium for the expired time.

The notice of termination may be given in the following ways:

- It may be personally delivered to the *insured*.
- It may be delivered by prepaid courier to the latest address of the *insured* on the records of the *insurer* if there is a record by the person who has delivered it that the notice has been sent.
- It may be sent by registered mail to the latest address of the *insured* on the records of the *insurer*.

Where the notice of termination is personally delivered or delivered by prepaid courier to the *insured*, five days' notice of termination shall be given. Where it is mailed to the *insured*, 15 days' notice of termination shall be given, and the 15-day period begins on the day the registered letter or notification of it is delivered to the *insured's* address.

6. **Notice and Proof of Claim** - You or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- give written notice of the claim to the *insurer* in one of the following ways, not later than 30 days from the date a claim arises under the contract on account of an *accident* or *sickness*:
 - by personal delivery or by delivery by electronic means or by sending it by registered mail to *Ontime Care*,

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.

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. Consequently, and following a loss, no claim shall be payable by the *insurer* and the *insured person* shall be solely responsible for all expenses relating to his/her claim, including medical repatriation costs.

7. **Misstatement of Age**

If your age has been misstated to the *insurer*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date you applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

8. **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.

9. **Overpayment of Benefits**

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

10. **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 Berkley Insurance Company, the *insurer*, for claims analysis and to better serve you. In no case will *Ontime Care*, the *Administrator Company* and Berkley Insurance Company release this information to any person or organization that is not clearly entitled to it without first seeking your consent.

11. **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. The *insured* waives the right to assign or transfer the obligations arising as a result of this policy and any costs or expenditures incurred.

12. **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*.

- by personal delivery or by delivery by electronic means or by sending it by registered mail to the head office or chief agency of the *insurer* in the Province;
 - within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Ontime Care* or the *insurer* 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 and as to the duration of such *sickness*.
7. **Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if,
- the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
 - in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.
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 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.
9. **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 person*, the *insurer* and *Ontime Care* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
10. **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.

Section XIII Identification of Insurer

JF Canadian Travel 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.

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE