



## **ENDORSEMENT**

This endorsement is attached to and forms part of the AMEX® Travel Insurance – Basic Travel & Medical Plan, underwritten by Royal & Sun Alliance Insurance Company of Canada.

It is hereby understood and agreed that the terms of the AMEX® Travel Insurance – Basic Travel & Medical Plan are amended as follows:

The paragraph entitled "Limitation Period", under the heading "Other Claim Information" of the Certificate of Insurance, is removed and replaced by the following:

#### **Limitation Periods**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

Nothing herein contained shall vary, alter, waive or extend any provision or condition of the policy, other than the stated above.



# BASIC TRAVEL & MEDICAL PLAN CERTIFICATE OF INSURANCE

## **AMEX® TRAVEL INSURANCE**



## INTRODUCTION

Emergency medical insurance for clients of Amex Bank of Canada or Amex Canada Inc.

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

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

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

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

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

#### PLEASE READ YOUR CERTIFICATE CAREFULLY BEFORE YOU TRAVEL.

## What to do in a medical emergency?

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

Global Excel can be contacted 24 hours a day, 7 days a week by calling: 1-844-780-0501 toll-free from the US & Canada, or +819-780-0501 collect from anywhere in the world

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

## **DEFINITIONS**

Throughout this document, all *italicized* terms have the specific meaning explained below.

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

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

#### **Exceptions:**

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

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

**Departure point** – the province or territory *you* depart from on the first day of *your* intended *trip*.

**Dependent child** – your dependent unmarried natural, adopted, step or foster child who is covered under a government health insurance plan and is:

- · under 21 years of age, or
- under 26 years of age if a full-time student, or
- mentally or physically handicapped and incapable of self-sustaining employment and totally reliant on you for support and maintenance.

Effective date – provided the required premium has been paid:

- a) when the Per Trip Plan is issued as a *top-up* coverage:
  - 12:01 am on the day following the date of expiry of your prior coverage.
- coverage for a Per Trip Plan or as an extension of coverage, your date of departure from your Canadian province or territory of residence.
- c) under the Multi-Trip Annual Plan:
  - the date you leave your Canadian province or territory of residence.

**Emergency** – any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed *physician* or to be hospitalized. An *emergency* ends when the medical advisors of *Global Excel* or Royal & Sun Alliance Insurance Company of Canada determine that *you* are medically able to return to *your departure point*.

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

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

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

#### Enrollment date -

- the date you pay the required premium when first applying for the Multi-Trip Annual Plan coverage; or
- when re-issuing an expired Multi-Trip Annual Plan, the one-year anniversary of the date on which you first applied for or had your expired Multi-Trip Annual Plan re-issued, provided you pay the required premium.

The *enrollment date* will be specified in *your* Confirmation of Insurance following *your* enrollment.

#### Family -

- · a client of Amex Bank of Canada or Amex Canada Inc.,
- · his or her spouse, and
- his or her dependent child(ren)

who are covered under a government health insurance plan.

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

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

**Grandchildren** – any children or stepchildren of *your* son, daughter, son-in-law, daughter-in-law, stepson or stepdaughter.

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

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

**Medical questionnaire** – the questions you must answer accurately before you purchase a Per Trip Plan if you are:

- age 60 to age 79 and are travelling on a trip for 31 days or more, or
- age 80 or older.

The medical questionnaire forms part of this insurance contract.

**Mental or emotional disorders** – emotional or anxiety states, situational crisis, anxiety or panic attacks, or other mental health disorders treated with minor tranquilizers or anti-anxiety (anxiolytics) medication.

**Metastatic Cancer** - a cancer that has spread from its original site to one or more other area(s) of the body.

**Minor Ailment** – any sickness or accidental bodily injury which does not require: the use of medication for a period of greater than 10 days; more than one follow-up visit to a *physician*, hospitalization, surgical intervention, or referral to a specialist; and which ends at least 30 consecutive days prior to the departure date of each *trip*. However, a chronic condition or any complication of a chronic condition is not considered a *minor ailment*.

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

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

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

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

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

**Reasonable and Customary Costs** – costs that are incurred for approved, eligible medical services or supplies that do not exceed the average reimbursement the provider receives for all services rendered to its patients.

#### Return date -

- a) For the Per Trip Plan:
  - the date on which *you* are scheduled to return to *your departure point*. This date is shown on *your* Confirmation of Insurance.
  - If you purchase top-up coverage for the beginning portion of your intended travel period, your return date is 11:59 p.m. on the day before the effective date of your subsequent coverage.
- b) For the Multi-Trip Annual Plan:
  - 11:59 p.m. on the last day of *your* purchased 10-Day or 31-Day option.
  - If you purchase top-up coverage, your return date is 11:59 p.m. on the last day of your extended coverage.

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

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

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

**Terminal illness** –a medical condition that you have that is cause for a physician to estimate that you have less than 6 months to live or for which palliative care has been received.

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

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

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

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

We, us and our refer to Royal & Sun Alliance Insurance Company of Canada (the Insurer).

**You, yourself, your** and **insured person(s)** refer to the person(s) named as insured(s) on the Confirmation of Insurance when the required insurance premium has been paid before the *effective date*.

## WHO IS ELIGIBLE FOR THIS INSURANCE?

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

- You must be a client of Amex Bank of Canada or Amex Canada Inc. or a family member of a client;
- You must be a Canadian resident and be covered by the government health insurance plan of your Canadian province or territory of residence for the entire duration of your trip;
- You must NOT be travelling against the advice of a physician or have been diagnosed with a terminal illness or metastatic cancer;
- d) You must NOT have a kidney disease requiring dialysis;
- You must NOT have been prescribed or used home oxygen during the 12 months prior to your date of application;

- f) You must NEVER have been diagnosed with AIDS (Acquired Immune Deficiency Syndrome) or HIV (Human Immunodeficiency Virus); and
- g) If you are 60 to 79 years of age and travelling for 31 days or more, or age 80 or over and travelling any allowable trip duration, you must NEVER have had a bone marrow transplant or an organ transplant (excluding corneal transplant).

#### **Multi-Trip Annual Plan**

This Plan is limited to an eligible person who is age 79 or under on the enrollment date.

#### Per Trip Plan

This Plan is available to an eligible person, regardless of age on the effective date. If, on the effective date of your trip, you are:

- · age 60 to 79 and travelling on a trip for 31 days or more, or
- age 80 or older,

you must complete a medical questionnaire to determine the category of coverage for which you are eligible:

## Categories A and B

Emergency medical benefits to a maximum of \$5,000,000 per insured person, per trip, provided any sickness, accidental bodily injury or medical condition has been stable for 90 days prior to your effective date.

### Categories C and D

Emergency medical benefits to a maximum of \$5,000,000 per insured person, per trip, provided any sickness, accidental bodily injury or medical condition has been stable for 180 days prior to your effective date

## Category E

Emergency medical benefits to a maximum of \$5,000,000 per insured person, per trip, provided any sickness, accidental bodily injury or medical condition has been stable for 365 days prior to your effective date.

## HOW DO YOU ENROLL AND BECOME INSURED?

You become insured by:

 applying through the Enrollment Centre by calling 1-866-587-1029 or by applying online and charging the required premium to your credit card account.

If you have paid insufficient premium for your.

- Multi-Trip Annual Plan, the coverage will not take effect until the full premium is paid.
- Per Trip Plan, the duration of coverage will be decreased to the period that would have been provided for the premium paid, starting on your effective date.

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

#### **Premium**

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

#### Refunds

Cancellation requests must be made in writing, including *your* certificate number, to AMEX Travel Insurance – Basic Travel & Medical Plan, 1910 King Ouest, Suite 200, Sherbrooke, QC J1J 2E2.

### **Multi-Trip Annual Plan**

You can cancel your coverage within 10 days of your enrollment date, provided you have not left on a trip. If your cancellation request is postmarked within 10 days of your enrollment date and you have not left on a trip, you will receive a full refund provided no claim has been submitted.

#### Per Trip Plan

You can cancel your coverage before the effective date shown on your Confirmation of Insurance. If your cancellation request is postmarked on or before your effective date, you will receive a full refund.

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

## WHAT PLANS ARE AVAILABLE?

#### Multi-Trip Annual Plan

The Multi-Trip Annual Plan provides coverage between *your effective date* and expiry date as indicated on *your* Confirmation of Insurance, for any number of *trips* outside *your* Canadian province or territory of residence that do not exceed:

- 10 consecutive days per trip under the 10-Day Plan option, or
- 31 consecutive days per trip under the 31-Day Plan option.

#### Per Trip Plan

Coverage under the Per Trip Plan is available for a single *trip* outside *your* Canadian province or territory of residence when purchased before *your effective date*, and as an extension to *your* existing Multi-Trip Annual Plan or Per Trip Plan coverage, up to the allowable *trip* duration outlined in the Period of Coverage table below.

### **Period of Coverage**

Plan	Age	Maximum Trip Duration
Multi-Trip Annual Plan	0-79	10 or 31 consecutive days
Per Trip Plan	All ages	Up to the number of days outside your Canadian province or territory of residence allowed by your government health insurance plan*

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

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

## WHEN DOES COVERAGE BEGIN AND END?

#### **Multi-Trip Annual Plan**

Your Multi-Trip Annual Plan coverage begins on your enrollment date and terminates at 12:00 midnight on the day before the one-year anniversary of your enrollment date. You are eligible for benefits the date you leave your Canadian province or territory of residence for any trip that does not exceed the number of days for the option you have purchased. To extend coverage for a trip longer than the maximum number of days under the option you have purchased, you must purchase additional coverage through the Enrollment Centre (see "Can Coverage be Extended?" for details). If you do not top-up this coverage for a trip that is longer than your 10-Day, or 31-Day option, you will not have coverage for any claim incurred outside of your period of insurance, during that trip. You are not required to provide advance notice of your dates of departure and return for each trip; however, you will be required to provide evidence of the date of departure and return date from your Canadian province or territory of residence when making a claim under this Certificate of Insurance.

## Per Trip Plan

Coverage begins on the *effective date* shown in the Confirmation of Insurance and ends on the earliest of:

- the return date shown on your Confirmation of Insurance (your new Confirmation of Insurance in the event your coverage has been extended through the Enrollment Centre), or
- the date you actually return to your Canadian province or territory of residence, or

c) the date on which the number of days allowable outside your Canadian province or territory of residence by your government health Insurance plan is reached.

## CAN THE MULTI-TRIP ANNUAL PLAN BE AUTOMATICALLY RE-ISSUED?

Once *you* have paid the premium for the Multi-Trip Annual Plan using *your* credit card account, to ensure coverage continues after the end of each 365-day period, *your* Multi-Trip Annual Plan will be automatically re-issued unless:

- you call the Enrollment Centre at 1-866-587-1029 or provide your written cancellation request at least 15 days before the enrollment date for your coverage re-issuance
- you are age 80 or older and are no longer eligible to apply for the Multi-Trip Annual Plan
- the Multi-Trip Annual Plan is no longer available
- you are given 15 days' notice by registered mail that the Insurer will not re-issue your Multi-Trip Annual Plan
- the premium charged to your credit card account is not accepted.

## **CAN COVERAGE BE EXTENDED?**

## **Optional Extension**

Coverage can be extended under the Multi-Trip Annual Plan or Per Trip Plan by calling the Enrollment Centre at 1-866-587-1029. Your request will be approved, provided no event has occurred that would give rise to a claim under the insurance and you request an extension before coverage for your trip terminates. If an event has occurred that would give rise to a claim, the extension of your insurance is subject to the approval of the Enrollment Centre. Your total trip length outside your Canadian province or territory of residence, including your initial trip plus any extensions, is limited to the maximum Period of Coverage for which you are eligible. Please refer to "When Does Coverage Begin and End" above. Your request for extension received after your effective date is subject to a \$15 administrative charge. Premium payment will be charged to your credit card account.

#### **Automatic Extension**

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

## **FAMILY COVERAGE**

- a) If you have selected family coverage at the time of enrollment, this Certificate of Insurance covers you and your spouse and dependent child(ren) when the premium for family coverage is paid prior to the effective date of the Certificate of Insurance, as shown on the Confirmation of Insurance.
- b) In case of divorce, all insured persons named on the Confirmation of Insurance remain covered until the return date, or for the Multi-Trip Annual Plan, at 12:00 midnight on the day before the one-year anniversary of your enrollment date.
- Under a Multi-Trip Annual Plan, all insured persons may travel independently of one another.

#### **Multi-Trip Annual Plan**

Family coverage is available to all eligible persons under this Plan.

#### Per Trip Plan

Family coverage under this Plan is available to all eligible persons up to age 59 and all eligible persons who are age 60-79 and are travelling less than 31 days.

#### **EMERGENCY MEDICAL INSURANCE**

#### What risks are insured?

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

## What are the benefits?

## 1. Hospital & Medical Expenses

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

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

#### 2. Hospital allowance

Covers *your* reimbursement up to \$50 per day to a maximum of \$500, for *your* incidental *hospital* expenses (telephone calls, television rental), if *you* are hospitalized for at least 48 hours.

## 3. Emergency Dental Expenses

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

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

This insurance also covers treatment, during *your trip*, for the *emergency* relief of dental pain, to a maximum of \$250.

### 4. Physiotherapy and Other Professional Services

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

## 5. Return to your Departure Point

If the *physician* treating *you* recommends to *us* in writing that *you* return to *your* country of residence because of *your medical condition* in order to receive *emergency* medical attention, or if the medical advisors of *Global Excel* determine that *you* are able to and recommend that *you* return to *your* country of residence, this insurance covers *you* for one or more of the following, when pre-authorized and arranged by *Global Excel*, when medically essential:

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

#### 6 Return of Deceased

Covers

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

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

#### 7. Additional Hotel & Meal Expenses

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

### 8. Bringing Bedside Companion to Bedside

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

#### 9. Return of Vehicle

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

### 10. Return of Dependent Children or Grandchildren

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

## 11. Return of Travelling Companion

- This benefit is subject to the pre-authorization of Global Excel.
- In the event you must return to Canada because of your medical emergency covered under this insurance, this insurance covers, when arranged and approved through Global Excel, the extra cost of one-way economy transportation by the most cost-effective route to return one travelling companion to your travelling companion's departure point.

## 12. Return to your Trip Destination

- This benefit is subject to the pre-authorization of Global Excel.
- Covers you for a one-way economy airfare on a commercial flight via the most cost-effective route to your scheduled trip destination after you are returned to your departure point to

- receive immediate medical attention, provided *your* attending *physician* determines that *you* require no further medical attention for *your medical condition*.
- · This benefit can only be used once during your trip.
- Once you return to your trip destination, a recurrence of the initial medical condition or related condition will not be covered under the AMEX Travel Insurance – Basic Travel & Medical Plan.
- When this benefit is provided to you, your enrollment date under the AMEX Travel Insurance – Basic Travel & Medical Plan becomes the day you leave your departure point to return to your trip destination.

#### 13. Return of your Dog or Cat

- This benefit is subject to the pre-authorization of Global Excel.
- If your domestic dog(s) or cat(s) travel with you during your trip
  and you must return to your departure point because of your
  medical emergency covered under this insurance, this insurance
  covers the cost of one-way transportation up to a maximum of
  \$500 to return your domestic dog(s) or cat(s) to your departure
  point.

## 14. Return of your Excess Baggage

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

#### WHAT ASSISTANCE SERVICES ARE AVAILABLE?

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

#### 1. Medical Assistance & Consultation

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

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

#### 2. Payment Assistance

Whenever possible, the payment of the medical services *you* receive will be coordinated through *Global Excel*, communicated with *your* medical provider and billing arrangements will be discussed. There are certain countries where, due to local conditions or travel reports from the Canadian government, assistance services are not available and *you* may be required to make payment up-front. If *you* are required to make payment up-front, *you* must obtain detailed and itemized original bills for claims submission and call *Global Excel* on *your* return home.

#### 3. Emergency Message Centre

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

## 4. Replacement Coordination

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

## PRE-EXISTING CONDITION EXCLUSION

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

## Exclusion 1 applies to you if you:

- · have purchased a Multi-Trip Annual Plan; or
- are under 60 years of age and have purchased a Per Trip Plan; or
- are 60 to 79 years of age, have not completed the medical questionnaire, are travelling for less than 31 days, and have purchased a Per Trip Plan; or

- are 60 to 79 years of age, have completed the medical questionnaire and qualify for Category A or B, are travelling 31 days or more, and have purchased a Per Trip Plan; or
- are 80 years of age or older, have completed the medical questionnaire and qualify for Category A or B, and have purchased a Per Trip Plan.

#### Exclusion 2 applies to you if you:

- are age 60 to 79 years of age, have completed the medical questionnaire and qualify for Category C or D, are travelling 31 days or more, and have purchased a Per Trip Plan; or
- are age 80 years of age or older, have completed the medical questionnaire and qualify for Category C or D, and have purchased a Per Trip Plan.

## Exclusion 3 applies to you if you:

- are age 60 to 79 years of age, have completed the medical questionnaire and qualify for Category E, are travelling 31 days or more, and have purchased a Per Trip Plan; or
- are age 80 years of age or older, have completed the medical questionnaire and qualify for Category E, and have purchased a Per Trip Plan.

If You are Covered Under	The Following Pre-Existing Condition Exclusion Applies to Your Coverage
CATEGORY A*	EXCLUSION 1
CATEGORY B*	EXCLUSION 1
CATEGORY C*	EXCLUSION 2
CATEGORY D*	EXCLUSION 2
CATEGORY E*	EXCLUSION 3

<sup>\*</sup>Your coverage Category is determined by your correctly completed medical questionnaire, where applicable.

#### **EXCLUSION 1**

This insurance does not cover any losses or expenses incurred directly or indirectly as a result of:

- Any sickness, accidental bodily injury or medical condition (other than a minor ailment) that was not stable at any time during the 90 days prior to your effective date.
- 2. Your heart condition, if **any** heart condition was not *stable* at any time during the 90 days prior to *your effective date*.
- 3. Your lung condition, if:
  - a) Any lung condition was not stable; or
  - b) You have been treated with home oxygen or taken oral steroids (e.g., prednisone) for any lung condition;

at any time during the 90 days prior to your effective date.

#### **EXCLUSION 2**

This insurance does not cover any losses or expenses incurred directly or indirectly as a result of:

- Any sickness, accidental bodily injury or medical condition (other than a minor ailment) that was not stable at any time during the 180 days prior to your effective date.
- 2. Your heart condition, if **any** heart condition was not *stable* at any time during the 180 days prior to *your effective date*.
- 3. Your lung condition, if:
  - a) Any lung condition was not stable; or
  - b) You have been treated with home oxygen or taken oral steroids (e.g., prednisone) for any lung condition;

at any time during the 180 days prior to your effective date.

## **EXCLUSION 3**

This insurance does not cover any losses or expenses incurred directly or indirectly as a result of:

- Any sickness, accidental bodily injury or medical condition (other than a minor ailment) that was not stable at any time during the 365 days prior to your effective date.
- Your heart condition, if any heart condition was not stable at any time during the 365 days prior to your effective date.
- Your lung condition, if:
  - a) Any lung condition was not stable; or
  - b) You have been treated with home oxygen or taken oral steroids (e.g., prednisone) for any lung condition;

at any time during the 365 days prior to your effective date.

## **GENERAL EXCLUSIONS**

The Insurer will not pay for any losses or expenses incurred directly or indirectly as a result of:

. Any medical condition if any answer provided in your medical

- *questionnaire* is incorrect, in which case this Certificate of Insurance is void and the premium paid is refundable at *our* option.
- 2. A *medical condition* for which future investigation or treatment (except routine monitoring) is planned before *your trip*.
- 3. The continued treatment, recurrence or complication of a medical condition or related condition, following emergency treatment of that condition during your trip, if the medical advisors of Global Excel or Royal & Sun Alliance Insurance Company of Canada determine that you were medically able to return to your departure point and you chose not to return.
- 4. The treatment of any heart or lung condition following emergency services for a related or unrelated heart or lung condition during your trip if the medical advisors of Global Excel determine that you were medically able to return to your departure point and you chose not to return.
- 5. Any services that are not emergency services.
- 6. Routine care of a chronic condition.
- 7. Routine pre-natal care.
- 8. A child born during your trip.
- Pregnancy, childbirth or complications of either, occurring in the 9 weeks before or after the expected date of delivery.
- Invasive testing or surgery (including cardiac catheterization and MRI) unless approved by Global Excel prior to being performed.
- 11. Your participation as a professional in sports, participation as a professional in underwater activities, scuba diving as an amateur unless you hold a basic scuba designation from a certified school or other licensing body, participation in a motorized race or motorized speed contest, bungee jumping, parachuting, rock climbing, mountain climbing, hang-gliding or skydiving.
- Your commission of a criminal act or your direct or indirect attempt to commit a criminal act.
- 13. Your intentional self-inflicted injury, suicide or attempt to commit suicide (whether sane or insane).
- 14. Any *medical condition* arising from, or in any way related to, *your* chronic use of alcohol or drugs whether prior to or during *your trip*.
- Your abuse of medication, drug or alcohol, or deliberate noncompliance with prescribed medical therapy or treatment, whether prior to or during your trip.
- 16. Your mental or emotional disorders.
- 17. War (declared or not), act of foreign enemies or rebellion.
- Any portion of the benefits that require prior authorization and arrangement by Global Excel if such benefits were not preauthorized and arranged by Global Excel.
- 19. Any medical condition if you undertake your trip with the prior knowledge that you will require or seek treatment, surgery, investigations, palliative care or alternative therapy of any kind, regardless of whether the treatment, surgery, investigations, palliative care or alternative therapy is related in any way to the medical condition.
- 20. A *medical condition* for which it was reasonable to expect treatment or hospitalization during *your trip*.
- 21. Any medical condition for which symptoms presented in the 90 days before your trip and for which an ordinarily prudent person would have consulted a medical advisor or sought treatment or medication when presented with substantially similar symptoms.
- 22. Any sickness, accidental bodily injury or medical condition you suffer or contract, or any loss you incur in a specific country, region or area for which the Department of Foreign Affairs and International Trade of the Canadian Government has issued a travel advisory or formal notice, before your departure date advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the Canadian Government issues a travel advisory or formal notice after your departure date from Canada, your coverage for sickness, accidental bodily injury or medical condition is limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area.
- Any medical condition if the medical advisors of Global Excel recommend that you return to your departure point following emergency services you have received, and you chose not to return.
- 24. Ionizing radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuels; or, the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

- 25. Any medical condition for which you incur a claim after your departure date and prior to the effective date of the Top-Up or Extension, if the Top-Up or Extension was purchased after your departure date.
- Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
- 27. Emergency air transportation and/or car rental unless approved and arranged in advance by *Global Excel*.
- 28. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
- Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV-related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic tests or charges.

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

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

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

## **Emergency Medical Insurance**

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

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

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

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

## OTHER CLAIM INFORMATION

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

You agree that the Insurer and its agents have:

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

   a) and b) above to other sources, as may be required for the
   processing of your claim for benefits obtainable from other sources.

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

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

 if you are retired and your former employer provides to you under an extended health insurance plan, a lifetime maximum coverage of.

- \$50,000 or less, we will not coordinate payment with such coverage;
- more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000; in accordance with the coordinating coverage guidelines issued by the Canadian Life and Health Insurance Association.
- b) if you are actively employed and your current employer provides to you under a group health insurance plan, a lifetime maximum coverage of:
  - \$50,000 or less, we will not coordinate payment with such coverage:
  - more than \$50,000, we will coordinate payment with such coverage only in excess of \$50,000.

You and we agree that all disputes, controversies or claims arising under this insurance or otherwise in connection with this insurance, whether of law or fact and of any nature whatsoever including, but not limited to, all disputes or controversies related to determinations made under the insurance shall be decided by arbitration before a single arbitrator in the Canadian province or territory in which this insurance was issued under the rules embodied in the arbitration legislation of the Canadian province or territory in which this insurance was issued or, in the absence of such legislation, in the Commercial Arbitration Act, R.S.C. 1985, C.17 (second supp.), as amended.

#### **Limitation Period**

Any action or arbitration proceeding against *us* for the recovery of a claim under this insurance shall not be commenced more than 1 year after the occurrence which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this insurance was issued, *you* must commence *your* action or arbitration proceeding within the shortest time limit permitted by the laws of that province or territory. In addition, the venue of any action or arbitration proceeding shall only be in the province or territory where the insurance was issued. *You, your* heirs and assigns consent to the transfer of any action or arbitration proceeding to the province or territory where the insurance was issued and at a venue chosen by *us* and/or *Global Excel*.

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) in the *insured person*'s province of residence.

#### **GENERAL CONDITIONS**

- Any of our policies are excess insurance and are the last payors.
   All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of our policies.
- When you contact Global Excel, they will, on the Insurer's behalf, refer you or may transfer you, when medically appropriate, to one of their recommended medical service providers. They will also request that the approved medical service provider bill the medical expenses covered under this insurance directly to the Insurer instead of to you.
- 3. If you are eligible, from any other insurer, for benefits similar to the benefits provided under this insurance, the total benefits paid to you by all insurers cannot exceed the actual expense that you have incurred. We will coordinate the payment of benefits with all insurers from whom you are eligible for benefits similar to those provided under this insurance, to a maximum of the largest amount specified by each insurer.
- 4. The statements you furnish as evidence of insurability at the time of application are material to the decision to approve your application for insurance. Accordingly, any information that has been misrepresented, mis-stated or is incomplete may result in this Certificate of Insurance and your coverage being null and void, in which case no benefits will be paid. You must submit any subsequent changes to the information in writing before you depart on your trip.
- 5. If you incur expenses covered under this insurance due to the fault of a third party, we may take action against the party at fault. You agree to cooperate fully with us and to allow us, at our own expense, to bring a law suit in your name against the third party. If you recover against a third party, you agree to hold in trust sufficient funds to reimburse us for the amounts paid under the insurance.

- Payment, reimbursement and amounts shown throughout this contract are in Canadian dollars, unless otherwise stated. If currency conversion is necessary, we will use the exchange rate on the date the claim is paid. This insurance will not pay for any interest.
- This contract is void in the case of fraud or attempted fraud by you, or if you conceal or misrepresent any material fact or circumstance concerning this insurance.
- 8. Throughout this document, any reference to age refers to *your* age on the date of insurance application.
- When making a claim under this insurance, you must provide the applicable documents we require. Failure to provide the applicable documentation will invalidate your claim.
- The Insurer, Global Excel, Amex Bank of Canada and their agents are not responsible for the availability, quality or results of medical treatment or transportation, or your failure to obtain medical treatment.
- 11. This document, including the application for insurance, Confirmation of Insurance and, when applicable, the *medical questionnaire*, is the entire contract between *you* and *us*. Despite any other provision of this contract, this contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.
- 12. On request, you or a claimant under the contract will be provided with a copy of your application and any evidence of your insurability provided to the Insurer. On reasonable notice you or a claimant under the contract will be provided with a copy of the group contract (applicable only in those provinces where mandated by legislation and subject to certain access limitations permitted by applicable legislation).
- 13. The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard.
  - The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Certificate of Insurance which would breach economic, financial or trade sanctions ("Sanctions") imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

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

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 $\ensuremath{\mathfrak{B}}$  "Global Excel" and the Global Excel logo are registered trademarks of Global Excel Management Inc.

The insured person is requested to read this Certificate of Insurance and the Confirmation of Insurance, 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 Global Excel.

THIS INSURANCE CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE.