

Policy

July 20, 2020

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

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

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

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

Section I Important Notice

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

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

Please read this policy carefully.

Section II Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

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

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

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

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

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

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

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

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

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

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

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

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

- a) is appropriate and consistent with the diagnosis according to accepted community

- a) standards of medical practice;

- b) is not experimental or investigative in nature;

- c) cannot be omitted without adversely affecting your condition or quality of medical care; and

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

Non-student Affiliate means any of the following:

- a) a faculty member, staff member, fellowship student, scholar, researcher, administrator or
- b) a participant, leader or chaperone attending an educational or cultural program, conference or event sponsored by an accredited Canadian educational institution.

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

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

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

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

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

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

Stable means the medical *condition* is not worsening and there has been no alteration* in any medication for the medical *condition* or its usage or dosage, nor any *medical treatment* prescribed or recommended by a *physician* or received.

*Alteration includes a new medication, stopped medication, increase or decrease in medication, but does NOT include changes between brand-name and generic versions of drugs with the same active ingredient and dosage, or routine adjustments of maintenance medications such as insulin or asthma medication.

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

- 4) be a parent under age 59 of a *student* residing with the *student* in Canada; or
- 5) be a *spouse or dependent child* of (3).

Class 2:

- 3) be a *non-student affiliate* of an accredited Canadian educational institution; or be a participant in educational / business / cultural exchanges. (Family coverage is not available for Class 2).

Note: A student's parent and dependent child cannot purchase the plan in one policy.

Section III Eligibility

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

- 1) be at least 4 years old and not more than 69 years old; and
- 2) be in good health at the time you purchase your policy and on the date you exit your country of origin, and know of no reason to seek medical consultation during the coverage period; and

Class 1

- 3) be a *student*; or

Section IV Insurance Agreement

A. The Contract

1. This policy provides coverage up to \$5,000,000 per insured person per 365 consecutive day period.
2. The Insurer reserves the right to decline any application or any request for an extension of coverage.
3. Only one policy can be issued to you and all premiums paid for any additional policy will be returned to you. When more than one policy of this form is issued by the Insurer and is in force with respect to you at the time of claim, only one such policy, the earliest by effective date, will apply.
4. Trips outside Canada during the coverage period are valid as long as at least 51% of the coverage period is spent in Canada. Visits to your country of origin are permitted, however,

coverage will be suspended and expenses will not be covered, nor premiums refunded, while in your country of origin, except where the trip to your country of origin is expressly taken in order to participate in a school-organized sporting or extra-curricular event.

B. Duration of Coverage

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

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

Exception: When this policy is purchased prior to leaving your country of origin and, provided the

appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your* plane ticket) for *your* uninterrupted trip to Canada.

Note: Coverage may commence up to 90 days prior to the date of *your* first scheduled class when a 365-day policy is purchased. Coverage may commence up to 30 days prior to the date of *your* first scheduled class when a minimum of 183 days is purchased. (Does not apply to Class 2)

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

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

Note: Coverage may continue up to 90 days immediately following the date the *student* concludes his/her course of study when a 365-day policy is purchased. Coverage may continue up to 30 days immediately following the date the *student* concludes his/her course of study when a minimum of 183 days is purchased. (Does not apply to Class 2)

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

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

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

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

- a 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 required premium is paid.

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

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

rate schedule in effect at the time the extension is requested.

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

- 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.

F. Premium Refunds

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

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

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

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

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

G. Coverage Offered - This insurance provides coverage for the *reasonable and customary* costs incurred by *you* in case of *emergency* until the initial *emergency* is resolved and the condition stabilized, provided at least 51% of *your* coverage period is spent in Canada. *You* may visit *your country of origin*, however, coverage will be suspended and expenses will not be covered, nor premiums refunded, while in *your country of origin*, except when *you* are there expressly to participate in a school-organized sporting or extra-curricular event.

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

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

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

Section V 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, sonograms, ultrasounds or biopsies unless such services are approved in advance by *Ontime Care*.

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

5. Emergency Transportation:

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

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

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

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

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

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

10. Treatment of Dental Accident: *Emergency* dental treatment to repair or replace sound

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

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

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

13. Transportation to Bedside: When approved in advance by *Ontime Care* up to a maximum of \$5,000 for transportation costs 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. Follow-up Visits: When approved in advance by *Ontime Care*, up to \$3,000 for non-*emergency* care, provided it is directly related to *your emergency*.

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

- visits to a licensed psychiatrist, psychologist or social worker on an outpatient basis for the relief of acute symptoms, up to a maximum of \$1,000 per *insured person*; or
- hospitalization* of the *insured person* due to psychological, mental or emotional disorders, up to a lifetime maximum of \$25,000.

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

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

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

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

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

19. Maternity: Up to \$25,000 for pre-natal care and involuntary termination or resulting complications related to the pregnancy of an insured *student* provided the pregnancy commenced during the coverage period.

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

21. Eye Examination: Up to \$100 for one eye examination for the insured *student* by a licensed optometrist or ophthalmologist in any consecutive 12-month period provided a

minimum of 365 days of consecutive coverage has been purchased.

22. **Eyeglass/Contact Lens/Hearing Aid:** Up to \$200 to repair or replace eyeglasses, contact lenses or hearing aids damaged as the result of a covered *accident*.
23. **Tuberculosis Testing and Vaccination:** Up to \$100 for tuberculosis testing and vaccination in any consecutive 12-month period provided a minimum of 180 days of consecutive coverage has been purchased. Coverage for tuberculosis testing is not payable if testing is

Section VI Accidental Death & Dismemberment

Principal Sum - \$100,000.

Table of Losses

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

Section VII 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 \$150,000.
3. **Limitation of Benefits**
Once *you* are deemed medically stable to return to *your country of origin* (with or without a medical escort) in the opinion of *Ontime Care* or by virtue of discharge from *hospital*, your *emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy. A subsequent recurrence of a covered *emergency* related to an

Section VIII Exclusions

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

1. Any *pre-existing medical condition(s)* that was not *stable* in the 90 days prior to the effective date of the policy.
2. Any medical condition for which, prior to *your* departure from *your country of origin*, medical evidence suggests a reasonable expectation that treatment or *hospitalization* could be required.
3. Expenses for which no charge would normally be made in the absence of insurance.
4. 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.
5. Suicide, attempted suicide or self-inflicted *injury*.
6. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature except as provided in Benefit #15 - Psychiatric/Psychological Therapy.
7. Any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant, whether *you* are sane or insane.
8. 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.
9. 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.
10. Treatment or services that contravene any government health insurance plan in Canada.
11. Cosmetic, elective or non-emergency *medical treatment* including any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or convalescent or ongoing care or that could reasonably be postponed until *you* return to *your country of origin*.
12. Pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or related complications except as provided in Benefit #19 - Maternity.
13. Any *medical treatment* which can reasonably be delayed until *you* return to *your country of origin* by the next available means of transportation, whether *you* intend to or not.
14. Drugs and medications which are:
 - a) commonly available without a prescription, preventative medications or vaccines, acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products; or
 - b) any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs; or
 - c) not legally registered and approved in Canada or not *medically necessary*.
15. Non-compliance with any prescribed medical therapy treatment (as determined by

mandated by the school board or school as a requirement for program enrollment.

24. **Tutorial Services:** Up to \$20/hour to a maximum of \$500 for the costs of a qualified private tutorial service in the event *you* are *hospitalized* for 30 consecutive days or more due to a covered *sickness* or *injury* after the effective date of the policy.

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

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

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

emergency that had been deemed ended under this policy may be covered provided that the medical condition causing the subsequent *emergency* has been *stable* for at least 90 days prior to the date of the subsequent *emergency*.

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

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

16. Expenses in *your country of origin* except when *you* are there expressly to participate in a school-organized sporting or extra-curricular event.
17. 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.
18. Committing or attempting to commit an illegal act or a criminal act.
19. Flight *accident* (unless *you* are travelling as a fare paying passenger on a commercial airline).
20. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.
21. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
22. Travel to, from or through any country, region or city for which, prior to *your* departure date, any department of the Canadian Government has issued a warning to avoid all travel or to avoid non-essential travel if the loss is the result of the reason for which the warning was issued. This exclusion only applies to temporary visits outside of Canada.

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

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

Section IX Emergency Travel Assistance

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

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

Emergency Call Centre

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

Section X How to File a Claim

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

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

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

Section XI General Provisions

1. Subrogation

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

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

2. Other Insurance

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

3. Misrepresentation and Non-disclosure

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

Section XII Statutory Conditions

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

Section XIII Identification of Insurer

JF Elite Plus Student Insurance is underwritten by Berkley Canada (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

From anywhere call COLLECT 1-905-707-9555

Ontime Care will also:

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

2. Payment of Benefits

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

3. Send all pertinent documents to:

Ontime Care Worldwide Inc.
15 Wertheim Court, Suite 512,
Richmond Hill, ON L4B 3H7

Indicate your policy number on all correspondence.

4. Arbitration

Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.

5. 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.

6. Safeguarding Your Privacy

The *Administrator Company* places great importance on the protection of your privacy. The *Administrator Company* collects your personal information when you apply for this insurance and in the event of a claim, to provide you with insurance services and to analyze your claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, *Ontime Care* may collect your personal health information held by a third party. This information may be released to employees of *Ontime Care*, the *Administrator Company* and the Insurer for claims analysis and to better serve you. In no case will the Insurer release this information to any person or organization that is not clearly entitled to it without first seeking your consent.

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