

## Annual and Deluxe

# **Travel Health Plans**

**TERMS AND PROVISIONS** 

#### **AGREEMENT**

It is important and your responsibility to understand your coverage.

If you have any questions, call 1-800-USE-BLUE, (1-800-873-2583)

## Important Notice Please read carefully

- Always read the travel insurance agreement before making a purchase decision to ensure that you understand the coverage being offered and what may not be covered as listed in the exclusions and limitations.
- Travel insurance is designed to cover losses arising from sudden, unexpected and unforeseeable circumstances.
- Your agreement may be subject to certain exclusions or limitations. Examples may include: Medical conditions that are not stable, pre-existing conditions, pregnancy, excessive use of alcohol and high risk activities.
- Your agreement contains a pre-existing condition clause. Check to see how this applies in your agreement and how it relates to your departure date, date of purchase or effective date.
- You are required to notify the travel assistance service provider prior to treatment if hospitalized.
   Failure to do so may invalidate your claim.
- In the event of a claim, your prior medical history will be reviewed.
- If you have been asked to complete a medical questionnaire and any of the answers are not accurate or complete, this agreement will be voidable.
- To be eligible to apply for coverage under a Manitoba Blue Cross Travel Plan the applicant, spouse and dependents must not:
  - be travelling outside Manitoba with the intent to seek medical advice, surgery, treatment or a second opinion, even if the trip is on the recommendation of a physician or other medical professional.
  - 2. have been advised by their *physician* or other medical professional not to travel.
  - have had two or more major strokes. (Strokes that have resulted in symptoms that lasted for more than 24 hours).
  - 4. require home oxygen.
  - 5. be receiving kidney dialysis.
  - 6. have received a terminal prognosis.
  - 7. have been diagnosed with Acquired Immune Deficiency Syndrome (AIDS).

 You cannot extend or top up your Manitoba Blue Cross coverage with another carrier. Any extension or top up with another carrier will invalidate all coverage for that trip.

Italicized words have a specific meaning with a corresponding definition. Please refer to Section VI - "Definitions" of this *agreement* to find the meaning of each italicized word.

## Introduction

## **AGREEMENT**

This is your insurance *agreement*, a contract detailing the terms and conditions of the insurance coverage(s) available. Refer to the Policy Receipt to view the coverages purchased.

## **POLICY RECEIPT**

Your Policy Receipt is part of your contract and indicate the coverages and insurance amounts including any subsequent modifications (known as endorsements) to the contract. You have the coverage(s) only if it was purchased.

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In witness whereof, Manitoba Blue Cross has caused this agreement to be signed by:

Shaun Lamoureux,

President & CEO Manitoba Blue Cross

## **Coverage Provisions**

## SECTION I – THE AGREEMENT

The validated *agreement* issued by Manitoba Blue Cross or a Manitoba Blue Cross agent shall constitute the entire *agreement* between the parties and no representative or Blue Cross agent is authorized to vary or alter this *agreement*.

The acceptance of the application by a Blue Cross agent shall not be binding upon Manitoba Blue Cross in the event the terms and conditions as set out by Manitoba Blue Cross have not been satisfied.

Manitoba Blue Cross reserves the right to reject any application in the event the terms and conditions have not been met.

## **SECTION II - BENEFITS**

Travel Health benefits cover the *usual*, *customary*, and *reasonable hospital*, medical and related expenses incurred following an unexpected, sudden or unforeseen *emergency illness* or *accident* outside of Manitoba in excess of the scheduled amount payable by Manitoba Health, Seniors and Active Living to a maximum of \$5,000,000 per *participant*, per claim to a lifetime maximum of \$5,000,000 per *participant*.

## A. Travel Health Benefits

## 1. Hospital / Medical Services

## **Child Care During Hospitalization**

Coverage for the services of a caregiver (other than an immediate family member) for covered dependent(s) under the age of 18 in the event a parent or legal guardian on the trip must be repatriated or hospitalized. The age limit is waived for dependents who are mentally or physically incapacitated.

## **Drugs or Medicines**

Coverage for drugs or medicines which are prescribed by a physician or health care practitioner and dispensed by a licensed pharmacist, excluding vitamins and vitamin preparations, over the counter drugs, or patent and proprietary medicines available without a written prescription from a physician or health care practitioner.

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#### Hospital In-patient Allowance

 Coverage for an allowance of \$40 per day for each day you are hospitalized as an in-patient. Maximum coverage \$1,000.

#### **Hospital Services**

- Coverage for hospital in-patient and out-patient services and supplies provided by a licensed hospital excluding any charges not paid by or on behalf of you or that you are otherwise entitled to be reimbursed for.
- Coverage for medical and surgical services by a physician. Coverage for services rendered in connection with general examinations, chronic or ongoing care, or for "check-up" or "cosmetic" purposes are not eligible expenses.

#### **Medical Appliances**

 Coverage for medically necessary minor medical appliances such as casts, canes, crutches, splints, slings etc. and/or temporary rental of a wheelchair when prescribed by the attending *physician* or nurse practitioner.

#### **Paramedical**

- Coverage for physiotherapy when provided in a hospital.
- Coverage for the services of a chiropractor and/ or a podiatrist lawfully entitled to practice in the jurisdiction where the service was performed. A letter from the attending *physician* must be presented indicating *treatment* was for acute rather than chronic care.

#### **Private Duty Nursing**

Coverage for private duty nursing care during or immediately following hospitalization as an *in-patient*. The services must be provided by a graduate professional nurse registered in the place where the service was provided and have been recommended by the attending *physician*.

#### Replacement of Eyeglasses or Contact Lenses

Coverage for the repair or replacement of prescription eyeglasses or contact lens or lenses up to a maximum of \$100 in the event of accidental injury resulting in the loss or breakage of eyeglasses or loss or breakage of a contact lens or lenses. The injury must be treated by a *physician* or dentist for the charges to be eligible.

## 2. Board and Lodging

Coverage for additional expenses incurred for board and lodging by an immediate family member or friend remaining with you (patient) during your hospitalization as an in-patient. To be eligible for coverage, the immediate family member or friend must be travelling with you and also be covered by a Manitoba Blue Cross Travel Health Plan. Your return must be unavoidably delayed beyond the termination date of your trip. Only expenses incurred after the termination date of your scheduled trip will be considered eligible.

## 3. Transportation Benefits

#### **Ambulance Services**

 Coverage for ambulance service from the place of illness or accident to the nearest hospital capable of providing appropriate treatment.

#### Dependent Escort

Coverage for the additional cost of return economy airfare for an escort to accompany the covered dependents (up to 18 years of age) to Manitoba in the event you have been evacuated by air ambulance to Canada for medical reasons. The age limit is waived for dependents who are mentally or physically incapacitated.

#### **Emergency Remote Evacuation**

Coverage for emergency evacuation when a regular ambulance service cannot be used, from a mountain, body of water or other remote location by a commercial operator licensed to convey passengers to the nearest qualified medical facility capable of providing appropriate treatment to a maximum benefit payment of \$5,000 per participant.

#### Medical Evacuation / Air Ambulance Service

- Coverage for medical evacuation by air ambulance to a hospital in Canada if the evacuation is not harmful to the patient's health. Prior approval must be obtained and is subject to the discretion of Manitoba Blue Cross.
- Coverage for the additional cost, if any, of the most direct return (economy) air travel from the place where you were hospitalized as an in-patient if you must return to Manitoba to receive further medical treatment. This would include the cost of return economy air travel for a graduate professional nurse

where nursing care is required during the flight home. This benefit must be supported by a letter from the attending *physician* as medically necessary. This coverage also applies to the family (applicant, *spouse*, and *dependents*) or one *travel companion* who is covered by a Manitoba Blue Cross Travel Health Plan and is travelling with the patient at the time of *illness* or *accident*.

 Coverage for economy air transportation by stretcher to Manitoba if deemed medically necessary and the patient has received treatment at a hospital as an in-patient.

#### Repatriation Benefit

Coverage for up to \$7,500 in the event of loss of life towards the cost of transporting a deceased to Manitoba (including costs of preparation and standard transportation container), or up to \$5,000 for cremation or burial at place of death.

#### Return of Personal Items

Coverage for up to \$500 for the cost of returning your luggage or personal items if you are returned to Manitoba by air ambulance as a result of a medical emergency. This benefit also applies to the cost of returning a deceased's personal items to Manitoba.

## Return of Pet / Vet Charges

Coverage up to a combined maximum of up to \$500 per pet for:

- Commercial kennel or cost of returning an accompanying pet to *your* home city in Manitoba in the event *you* are hospitalized for a minimum of 3 days as an *in-patient*.
- Emergency veterinary care due to an unexpected injury of accompanying pet.

#### Return of Vehicle

Coverage up to \$4,000 towards the cost of the return of a private or rental *vehicle* used for the trip, to *your* place of residence, or nearest rental agency, in the event *you* become totally disabled and are unable to drive the *vehicle*.

#### Transportation to Bedside / Identify Deceased

Coverage for transportation to your bedside incurred by your spouse or any one member of your immediate family to be with you while confined in hospital, and you will be an in-patient for at least three days outside of Manitoba. (If patient is a minor, the 3-day requirement is waived.) This benefit must be supported by the written verification of the attending *physician* that *your medical condition* was serious enough to require the visit. Transportation will also be allowed for an *immediate family* member travelling to identify a deceased *participant* prior to release of the body, if required by law. Coverage includes round-trip economy airfare on a commercial flight via the most direct cost effective route from Canada to the place where *illness* or *accident* occurred.

Coverage for commercial accommodations and meals for a person travelling to the bedside or travelling to identify a deceased *immediate family* member to a combined maximum of \$200 per day to a maximum benefit payment of \$2,500.

## 4. Emergency Dental Care

#### **Accidental Dental Care**

Coverage for dental care service to natural teeth when necessitated by a direct accidental blow to the mouth only, and not by an object wittingly or unwittingly placed in the mouth. *Treatment* must be rendered within 180 days following the date of the *accident* in order to be considered an eligible expense. The maximum amount payable is \$3,000 per *accident*.

#### Relief of Dental Pain

Coverage for treatment for the emergency relief of dental pain to a maximum of \$300. Services must be rendered outside of Manitoba. A letter from the attending dentist must be presented indicating treatment was necessary to relieve acute dental pain not present before departure date.

## Accidental Death and Dismemberment Benefits

The following benefit is being underwritten by Blue Cross Life Insurance Company of Canada.

#### Benefit

Payment for the greatest single loss of life, limb or sight directly resulting from an *accident*, up to 365 days after the *accident*.

Coverage is provided 24 hours a day from 12:01 a.m. on the *departure date* to 12:00 midnight on the day of return.

Payment for the loss of life, loss of, or loss of use of, limb or sight to the subscriber who suffers the loss, shall be paid at:

- 100% of the principal amount for the applicant or Spouse age16-69.
- 20% of the principal amount for the applicant or spouse age 70 and over.
- 20% of the principal amount for applicants under age 16 or for dependents (if family coverage).

Payment for accidental death will be made to the designated beneficiary or to the estate when no beneficiary is designated. Payment for accidental dismemberment of the subscriber will be made to the applicant.

Schedule of Benefits	Principal Amount
1. Loss of life	\$10,000
Loss of, or loss of use of, both hands or both feet or sight in both eyes	\$10,000
3. Loss of, or loss of use of, one hand and one foot	\$10,000
4. Loss of, or loss of use of, one hand and sight in one eye	\$10,000
5. Loss of, or loss of use of, one foot and sight in one eye	\$10,000
6. Loss of, or loss of use of, one hand or one foot or sight in one eye	\$5,000

"Loss of" used with reference to hand or foot means complete and permanent severance at or above the wrist or ankle joint. When used with reference to eye means the irrecoverable total loss of sight in the eye.

"Loss of use" means the total and irrecoverable loss of use for 12 continuous months after which the benefit is payable, provided the loss of use is determined to be permanent.

If a subscriber suffers more than one such loss as a result of any one *accident*, payment will be made only for that loss for which the largest benefit is specified.

Upon the occurrence of any one of the above losses, all coverage for that person shall immediately cease, except as respecting such loss or subsequent losses directly resulting from the same *accident*.

In no event shall the maximum amount payable under this policy for all losses of the subscriber exceed the principal amount.

#### **Exclusions**

(Applicable to Accidental Death and Dismemberment Benefits Only)

No benefit shall be payable in respect of any loss caused directly or indirectly, wholly or in part by one or more of the following:

- Insurrection, war or act of war (declared or not), or the hostile action of the armed forces of any country, service in the armed forces, hijacking or terrorism, or participation in any riot, public confrontation, civil commotion or any other act of aggression.
- Suicide, attempted suicide or self-inflicted injury of a subscriber under this policy.
- Any loss, fatal or non-fatal, which occurs while participating in or engaged in any criminal activity, regardless of whether charges are laid or a conviction obtained.
- 4. Any loss, fatal or non-fatal, which occurs while operating a motorized vehicle with a blood alcohol level in excess of the legal limit in the jurisdiction where the accident occurred. Vehicle means any form of transportation which is drawn, propelled or driven by any means and includes, but is not restricted to, an automobile, truck, motorcycle, moped, bicycle, snowmobile, boat or all-terrain vehicle.
- Participation in athletic sports for remuneration, parachuting or skydiving, bungee jumping, gliding, mountaineering, spelunking or any racing or speed contest.
- Flight accident unless the subscriber is riding as a fare-paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.

#### Conditions

(Applicable to Accidental Death & Dismemberment Benefits Only)

- The insurer has the right and the claimant shall afford to the insurer the opportunity to examine the subscriber so often as it may be reasonably required when a claim under this insurance is pending.
- Any claim for indemnity under this insurance must be submitted within one year of the date of the accident for which the claim is made and must be substantiated by a certificate from the attending

physician at the place of the occurrence of the accident attesting to the actual injuries sustained.

## 6. Automatic Extension

At no extra cost Travel Health and Travel Accident benefits will be extended for up to 72 hours after the scheduled return date in the following circumstances:

- If due to a medical emergency you are hospitalized as an in-patient on your last day of coverage, (as determined by the dates indicated on your Travel Plans application) your benefits will remain in force throughout the period of hospitalization, plus 72 hours following your discharge from hospital.
- If your return is delayed due to the fault of the carrier in which you are a fare-paying passenger, the automatic extension applies.
  - Note: A claim under this benefit must be supported by a letter from the transportation authority confirming the period of delay.

## 7. International Travel Assistance

The provision of 24 hour worldwide assistance for medical situations arising out of *emergency illness* or *accident* requiring hospitalization or medical *treatment*. Neither Manitoba Blue Cross nor the international travel assistance service provider shall be responsible for the availability, quality or results of any medical *treatment* or *your* failure to obtain medical *treatment*.

## **B. Travel Accident Benefits**

(Applicable to Travel Accident Plan Only)

This must be purchased as a rider to the Deluxe Travel Health Plan.

The following benefit is being underwritten by Blue Cross Life Insurance Company of Canada.

#### Benefit

Payment for the greatest single loss of life, limb or sight directly resulting from an *accident*, up to 365 days after the *accident*.

Coverage is provided 24 hours a day from 12:01 a.m. on the *departure date* to 12:00 midnight on the day of return.

Payment for the loss of life, loss of, or loss of use of, limb or sight to the subscriber who suffers the loss, shall be paid at:

100% of the principal amount for the applicant or spouse age 16-69

20% of the principal amount for the applicant or spouse age 70 and over

20% of the principal amount for applicants under age 16 or for *dependents* (if family coverage).

Payment for accidental death of the subscriber will be made to the designated beneficiary or to the estate when no beneficiary is designated. Payment for accidental dismemberment of the subscriber will be made to the applicant.

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Schedule of Benefits	Principal Amount
1. Loss of life	Full Amount
Loss of, or loss of use of, both hands or both feet or sight in both eyes	Full Amount
3. Loss of, or loss of use of, one hand and one foot	Full Amount
4. Loss of, or loss of use of, one hand and sight in one eye	Full Amount
5. Loss of, or loss of use of, one foot and sight in one eye	Full Amount
Loss of, or loss of use of, one hand or one foot or sight in one eye	Half Amount

The **Principal Amount** shall be the amount specified on the application form, which forms part of this policy.

"Loss of" used with reference to hand or foot means complete and permanent severance at or above the wrist or ankle joint. When used with reference to eye means the irrecoverable total loss of sight in the eye.

"Loss of use" means the total and irrecoverable loss of use for 12 continuous months after which the benefit is payable, provided the loss of use is determined to be permanent.

If a subscriber suffers more than one such loss as a result of any one *accident*, payment will be made only for that loss for which the largest benefit is specified, up to 365 days after the *accident*.

Upon the occurrence of any one of the above losses all coverage for that person shall immediately cease, except as respecting such loss or subsequent losses directly resulting from the same *accident*. In no event, shall the maximum amount payable under this policy for all losses of the subscriber exceed the principal amount.

#### **Exclusions**

(Applicable to Travel Accident Plan Only)

No benefit shall be payable in respect of any loss caused directly or indirectly, wholly or in part by one or more of the following:

- Insurrection, war or act of war (declared or not), or the hostile action of the armed forces of any country, service in the armed forces, hijacking or terrorism, or participation in any riot, public confrontation, civil commotion or any other act of aggression.
- 2. Suicide, attempted suicide or self-inflicted injury of a subscriber under this policy.
- Any loss, fatal or non-fatal, which occurs while participating in or engaged in any criminal activity, regardless of whether charges are laid or a conviction obtained.
- 4. Any loss, fatal or non-fatal, which occurs while operating a motorized vehicle with a blood alcohol level in excess of the legal limit in the jurisdiction where the accident occurred. Vehicle means any form of transportation which is drawn, propelled or driven by any means and includes, but is not restricted to, an automobile, truck, motorcycle, moped, bicycle, snowmobile, boat or all-terrain vehicle.
- Participation in athletic sports for remuneration, parachuting or skydiving, bungee jumping, gliding, mountaineering, spelunking or any racing or speed contest.
- Flight accident unless the subscriber is riding as a fare-paying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.

#### Conditions

(Applicable to Travel Accident Plan Only)

 The insurer has the right and the claimant shall afford to the insurer the opportunity to examine the subscriber so often as it may be reasonably required when a claim under this insurance is pending.  Any claim for indemnity under this insurance must be submitted within one year of the date of the accident for which the claim is made and must be substantiated by a certificate from the attending physician at the place of the occurrence of the accident attesting to the actual injuries sustained.

# SECTION III – EXCLUSIONS AND LIMITATIONS

Manitoba Blue Cross is not liable to pay benefits or accept any liability for claims relating to:

#### 1. Abuse of Alcohol, Drugs or Intoxicants

- Any medical condition, including symptoms of withdrawal arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during your trip.
- Any medical condition arising during your trip from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
- c) Use of non-prescribed drugs.

## 2. Charges for Travelling Time

Services in the nature of mileage or travelling time or detention time of any provider of services.

#### 3. Claims

- Manitoba Blue Cross is not liable to pay benefits or accept any liability for claims relating to:
  - i) Any charges which, in the absence of this or similar coverage would not be charged.
  - ii) Any charges for services incurred inside the boundaries of Manitoba.
  - iii) Medical or hospital benefits that have not been provided at the nearest facility capable of providing adequate service at the time of the illness or injury.
  - iv) Services available under the terms of any government or legislative hospital, medical or health plan, or services which may be obtained without charge by law, or for which there is no actual cost.

- Services that are compensable under any Workers' Compensation law, Manitoba Pubic Insurance or any legislative plan.
- vi) The continued treatment, recurrence, or complication of a *medical condition* or related condition, following *emergency* medical *treatment* during your trip, if we determine that your medical *emergency* has ended. This also applies to the continued *treatment*, recurrence or complication of a *medical condition* or related condition where *emergency* medical treatment was received without notification to our travel assistance provider and *your* medical *emergency* has ended.

#### 4. Continuing Care

A medical investigation, obtaining *treatment* or surgery that is not preapproved after the initial consultation for your medical *emergency*. The travel assistance provider must assess and approve any additional medical *treatment*. This includes invasive testing or surgery. (e.g. cardiac catheterization, other cardiac procedures, transplant and MRI.)

## 5. Driving While Impaired

Any loss, fatal or nonfatal, which occurs while operating a motorized *vehicle* with a blood alcohol level in excess of the legal limit in the jurisdiction where the *accident* occurred.

#### 6. Elective Services

Services provided on an *elective* basis, whether or not on the recommendation of a *physician*.

#### 7. Emergency Medical Treatment Once Fit to Transfer

Any costs of further services if we determine you should transfer to another facility or return to Manitoba, and you choose not to. In the event of your refusal, further expenses will not be paid.

#### 8. Expected Medical Treatment

- a) Any *medical condition* for which it was reasonable, prior to departure, to expect *treatment* or hospitalization during *your* trip.
- Any evident symptoms where it would be reasonable to expect you to investigate prior to departure date.

 Medical or hospital services any participant is aware of requiring prior to the trip.

#### Failure to Contact Travel Assistance Provider

Hospitalization, if, in a medical *emergency* the travel assistance provider was not contacted.

You must notify the travel assistance provider before obtaining emergency medical treatment.

If it is medically impossible for *you* to call prior to obtaining medical attention, we ask *you* to call as soon as possible or have someone call on *your* behalf.

#### 10. Flight Accident

Flight accident unless *you* are riding as a farepaying passenger on a commercial airline or charter aircraft with a seating capacity of six people or more.

#### 11. High Risk and Sports Activities

Accident that occurs while you are participating in:

- Any extreme sport.
- Any activity involving a high level of risk, such as those indicated below, but not limited to hanggliding and paragliding; parachuting and sky diving; bungee jumping; mountain climbing or mountaineering; spelunking or caving; freestyle skiing; kite surfing; amateur scuba diving, unless you hold at least a basic scuba diving license from a certified school; any combat sport; any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities whether on approved tracks or elsewhere; any sport requiring you to sign a waiver.

#### 12. Illegal Act

Any injury incurred by *your* committing or attempting to commit a criminal offence or illegal act.

#### 13. Non-compliance of Prescribed Treatment

Any *medical condition* that is the result of *you* not following medical *treatment* as prescribed to *you*, including prescription medication.

#### 14. Non-emergency Treatment

 Services with respect to non-emergency, experimental or elective treatment. (E.g. cosmetic surgery, chronic care, rehabilitation

- including any expenses for directly or indirectly related complications.)
- Services that were not for unexpected, sudden or unforeseen *emergency* treatment.
- c) Services that are not required for the immediate relief of acute pain and suffering, or that you elect to have provided outside Manitoba when medical evidence indicates that you could return to Manitoba to receive such medical treatment. (The wait time to receive medical treatment has no bearing on the application of this exclusion.)

#### 15. Pre-existing Stability Period

Services or charges resulting directly or indirectly from a *pre-existing condition* that was not *stable*:

- for the Deluxe Blue Plan (under age 55) and Annual Plan (under age 55) during the 7 day period prior to the departure date of coverage for the trip in question.
- for the Deluxe Gold Plan (ages 55 to 74) and Annual (ages 55 to 74) during the 90 day period prior to the departure date of coverage for the trip in question.
- for the Deluxe Silver (ages 55 plus) during the 365 day period prior to the departure date of coverage for the trip in question.

You must be stable based on the definition of stable in this agreement, regardless of the opinion (written or verbal) of your physician or any other person who may provide an opinion on your medical condition.

#### 16. Pregnancy and Complications

- a) Charges associated with the confinement of the mother and newborn infant due to childbirth and delivery arising after the 31<sup>st</sup> week of gestation has ended.
- b) In the event of unexpected, premature delivery arising up to and including the 31<sup>st</sup> week of gestation, the coverage terms of the agreement will extend medical, hospital and necessary transportation costs to include the premature infant.
- c) Routine pre-natal and post-natal care
- Voluntary termination of pregnancy or resulting complications.

 e) Any treatment due to a pregnancy, if at any time, their medical history indicated that the pregnancy is at high risk for medical complications or there is a risk of premature birth.

## 17. Professional Sport

Participation in a sport or activity as a professional.

#### Services by Immediate Family / Family Member

Expenses for services and/or supplies rendered or prescribed by a person who is *immediate family* of the patient.

#### 19. Space Tourism

Any expenses resulting from space tourism for recreational or business purposes.

#### 20. Suicide / Self-Inflicted Injury

Suicide, attempted suicide or self-inflicted injury.

#### 21. Travel Advisories

Your medical emergency or related medical condition associated in any way with a published formal travel warning by the Canadian government "Avoid all non-essential travel" or "Avoid all travel" advising Canadians not to travel to the country, region or city of your trip issued before your effective date and you have an emergency or medical condition related to the travel warning. To view the advisories, visit the Government of Canada travel site.

Claims for an emergency or *medical condition* unrelated, either directly or indirectly to the travel warning will be eligible.

## 22. Travel Against Medical Advice

Any claim incurred if *your physician* advised *you* not to travel.

#### Travelling to Seek Medical Advice/ Medical Tourism

Any *medical condition* if the purpose of *your* trip is to obtain or receive a diagnosis, medical *treatment*, surgery, *investigation*, palliative care, alternative therapy, as well as any directly or indirectly-related complication. This includes medical tourism.

#### War, Civil Unrest, Kidnapping, Biological or Nuclear Contamination, Terrorism

An act of war, whether declared or undeclared; willing participation in a riot or civil disorder; willing participation in terrorism; rebellion\revolution; hijacking; kidnapping; nuclear reaction or radiation; radioactive, biological or chemical contamination; or any service in the armed forces.

## **SECTION IV - TERMS & CONDITIONS**

#### 1. Change Of Status

(Applicable to the Annual Travel Plan Only)

The *applicant* must notify Manitoba Blue Cross within 30 days of change in their own or their *dependent's* status under this *agreement*, resulting from marriage, divorce, separation, termination of a conjugal relationship, change of residence, birth, death, legal adoption or attainment of the age of 21 years by children, or the attainment of age 24 if a full-time student.

#### 2. Coordination of Benefits

- a) After the benefits payable by government plans have been determined, the excess benefits of this plan will be coordinated with those of other contracts or plans if you are covered for similar benefits simultaneously under any other non-government plan. Manitoba Blue Cross follows the Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines for travel plans coordination of benefits.
  - If any other plan does not contain a provision for coordination with or reduction of benefits payable under this agreement, the benefits payable under such other plan will be determined first.
  - ii) If any other plan does contain a provision for coordination with or reduction of benefits payable under this agreement, the benefits of such plan shall be coordinated with the benefits in accordance with the Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines for Out-of-Country/Out-of Province/Territory Medical Expenses.

#### 3. Eligibility

To be eligible for travel health coverage *you* must be covered by Manitoba Health, Seniors and Active Living for the entire duration of the *period of coverage*.

Deluxe Coverage must be purchased prior to departure from Manitoba and/or Canada and for the entire duration of the trip, which originates and terminates in Manitoba and/or Canada,

Annual Coverage must be purchased prior to departure from Manitoba and the trip must originate and terminate in Manitoba.

To be eligible to apply for coverage under a Manitoba Blue Cross Travel Plan the applicant, spouse and dependents must not:

- be travelling outside Manitoba with the intent to seek medical advice, surgery, treatment or a second opinion, even if the trip is on the recommendation of a physician or other medical professional.
- have been advised by their *physician* or other medical professional not to travel.
- have had two or more major strokes. (Strokes that have resulted in symptoms that lasted for more than 24 hours).
- 4. require home oxygen.
- 5. be receiving kidney dialysis.
- 6. have received a terminal prognosis.
- have been diagnosed with Acquired Immune Deficiency Syndrome (AIDS).

To be eligible for Travel Accident benefits, a Deluxe Travel Health Plan must also have been purchased.

#### 4. Excess Coverage

a) The coverage outlined in this agreement is last payor only. If, at the time of loss, you have insurance from another source, or if any other party is also responsible to pay for benefits also provided under this agreement, Manitoba Blue Cross will only pay eligible expenses in excess of those covered by that other insurance company or insurance companies or other responsible party or parties. This includes insurance plans provided through credit cards, third party liability, group or individual basic or extended health insurance plans or contracts including any private or provincial or territorial auto insurance plan, providing hospital, medical or therapeutic coverage or any third

- party liability insurance in force concurrently with this *agreement*.
- b) All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. (CLHIA) guidelines. In no case will the insurer seek to recover against employment related plans if the maximum for all in-country and out-of-country benefits is \$50,000 or less.

#### 5. Extensions

- a) Extensions or top ups will not be permitted on any travel plan, other than a Manitoba Blue Cross or Blue Cross Life underwritten plan. Any extension or top up coverage purchased from another carrier, will invalidate all coverage for that trip.
- b) The extension of the *term* of the initial Manitoba Blue Cross *agreement* will be allowed providing:
  - i) the application for such extension is received and approved by Manitoba Blue Cross prior to the *expiry date* of the original coverage *term* and any previous extensions.
  - ii) medical attention was not received during the initial *term*.
- c) Providing the above conditions have been met:

Participants under age 55 on *effective date* of *term* of coverage may extend the Annual Travel Plan with a Manitoba Blue Cross travel plan only on a per *trip* basis beyond the 32-day limitation. The total *period of coverage*, per *trip*, may not exceed 62 days.

The Deluxe Travel Health Plans may only be extended by a Manitoba Blue Cross travel plan as follows: The original *agreement* plus extension cannot exceed –

Blue Plan (Under Age 55) - 183 days.

Gold Plan (Age 55 to 74) - 183 days.

Silver Plan (Age 55 & Over) - 62 days.

**Note:** The Travel Accident Plan must be extended for the same number of days as the Deluxe Travel Health Plan.

d) For those participants under age 55 (on effective date of term of coverage), an Annual Travel agreement cannot be extended beyond 62 days. Any extension purchased to extend

- coverage beyond the 62-day limitation will invalidate all coverage for that *trip* under the Annual Travel Plan.
- e) For those *participants* age 55 to 74 all *trips* under the Annual Travel Plan must be 32 days or less and cannot be extended. Any extension purchased to extend coverage beyond the 32-day limitation will invalidate all coverage for that *trip* under the Annual Travel Plan.

#### 6. General

- a) The agreement will not be valid unless the application is accepted by Manitoba Blue Cross on or prior to the departure date.
- b) Coverage must be purchased:
  - prior to departure from Manitoba for the Annual Travel Plan
  - prior to departure from Manitoba and/or Canada for the Deluxe Travel Health Plans
- Coverage must be for the entire duration of the trip
  - which originates and terminates in Manitoba for the Annual Plan
  - which originates and terminates in Manitoba and/or Canada for the Deluxe Travel Health Plans
- d) To be eligible you must be registered with and entitled to benefits from Manitoba Health, Seniors and Active Living for the entire duration of the term of the agreement.
- e) Only charges for services incurred during the term of the agreement shall be considered eligible expenses under the agreement.
- f) Only charges for services incurred while you are outside the boundaries of Manitoba are eligible expenses.
- g) For the Annual Travel Plan, the coverage, once in effect, expires at 12:01 a.m. on the 366th day. In the event you cease to meet the eligibility requirements, coverage will be terminated on that date. Coverage purchased prior to your 75th birthday will be effective for the entire duration of the coverage term (365 days).
- h) The Annual Travel Plan provides coverage for all Trips of 32 days or less taken during the *term*

- of the Policy. For the Annual Travel Plan all *trips* must originate and terminate in Manitoba.
- Students attending school, college or university outside of Manitoba are not eligible for coverage under the Annual Travel Plan.
- j) Family coverage means the applicant, spouse and any eligible dependents travelling with the applicant. (For the Annual Travel Plan spouse and eligible dependents do not have to be travelling with the applicant to be covered.)
- k) You must report to Manitoba Blue Cross any change in a medical condition that would alter the answers to their medical questions prior to departure date.

#### 7. Headings

The headings in no way shall be considered to be a part of this *agreement*, but are inserted only for purposes of convenience.

#### 8. Insufficient Subscription

Coverage will be deemed invalid due to nonpayment (NSF cheque or invalid credit card) or if subscription remitted is insufficient.

#### 9. Medical Evacuation

- a) Manitoba Blue Cross reserves the right to return the patient to Manitoba in an appropriate mode of transportation subject to agreement by the International Travel Assistance Service Provider and the attending *physician* that such transportation would not be harmful to the patient's health. The refusal by the patient or patient's family to be returned will absolve Manitoba Blue Cross of any claim liability.
- b) Manitoba Blue Cross will not pay for any charges for any *medical condition* or *emergency* that occurs or recurs after Manitoba Blue Cross or the International Travel Assistance Provider recommend that you return home following your *emergency treatment*, and you choose not to.

#### 10. Misrepresentation

- a) You must be accurate and complete in your dealings with Manitoba Blue Cross at all times.
- This agreement is issued on the basis of information in your application (including answers to the medical questionnaire, if

required). When completing the application and answering the medical questions, *your* answers must be complete and accurate. In the event of a claim, we will review *your* medical history. If any of your answers are found to be incomplete or inaccurate:

- Your coverage will be null and void
- Your claim will not be paid
- Manitoba Blue Cross will refund your premium
- c) Manitoba Blue Cross will not pay a claim if you, any person insured under this agreement or anyone acting on your behalf attempt to deceive us or makes a fraudulent, false or exaggerated claim.

#### 11. Premium Calculation

The premium is dependant on the plan purchase, age, number of days and answers to medical questions (if applicable).

#### 12. Privacy

Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada have always been, and will continue to be, committed to protecting your privacy and ensuring your personal information remains confidential. We are compliant with the Personal Information Protection and Electronic Documents Act (PIPEDA).

Applying for coverage, enrolling in a plan or claiming benefits indicates your consent with our privacy policies.

For detailed information regarding the practices of Manitoba Blue Cross and Blue Cross Life Insurance Company of Canada regarding the collection, use, retention and disclosure of your personal information and your right to access information, please contact our office at 204.775.0151 or visit our website at **mb.bluecross.ca** 

#### 13. Refunds

 a) No refund of any subscription for the Deluxe Travel Plan or the Annual Travel Plan will be made following the effective date except in the event of duplicate applications being received by Manitoba Blue Cross.

- b) No refund is available if a claim was incurred during the term of the coverage.
- Refunds are based on categories of time as per rate chart.
- d) No refund is available on an agreement that has been extended.
- A complete refund is available only if the entire trip is cancelled and Manitoba Blue Cross or an authorized agent receives notification prior to date of departure.
- f) A partial refund will be calculated from the date notification is received by Manitoba Blue Cross or an authorized agent for the deluxe travel plan.

#### 14. Third Party Liability

- a) Manitoba Blue Cross may, at its option, defer the payment of benefits under this agreement for a maximum period of 12 months when you receive services as a result of injuries suffered in whole or in part due to the fault or neglect of another party.
- b) You must take all reasonable measures of recovery against any third party who may be so liable or against any fund or agency from which recovery may be made. The cost of care and services provided under this agreement is an eligible expense to the extent that is not recovered.
- c) When Manitoba Blue Cross pays for any of the benefits referred to in SECTION II, it has the right to recover these payments should the liability be attributed to a third party.
- You or your legal representative is responsible for signing any papers necessary for Manitoba Blue Cross to secure its right to recovery.
- e) You will do nothing that might jeopardize right of recovery by Manitoba Blue Cross.
- f) You or your legal representative shall not make any settlement of any such claim referred to in SECTION II without the consent of Manitoba Blue Cross unless such settlement includes payment by, or on behalf of, the other party to Manitoba Blue Cross for the cost of the claims.
- g) You shall be obliged to cooperate with Manitoba Blue Cross in providing such information of the accidental injury as may be necessary to establish third party liability.

- h) Any act or action by you or your legal representative to prevent, or any act or action not taken pursuant to the provisions of this section, to enable Manitoba Blue Cross making a claim and sustaining the same against a third party, will result in forfeiture of the benefits to which you would otherwise be entitled under this agreement.
- i) In connection with the right of recovery vested in Manitoba Blue Cross to the extent of benefits paid or payable to *you*, Manitoba Blue Cross may require that *you* execute a Reimbursement Agreement. If *you* do not execute a Reimbursement Agreement within 30 days after a request that *you* do so, the benefits which *you* would otherwise be entitled to receive under the *agreement* will not be paid until *you* do so.

## SECTION V - HOW TO CLAIM

- a) You or your agent, or a beneficiary entitled to make a claim or your agent shall provide proof of claim to Manitoba Blue Cross within 90 days from the date of the service for which the claim is made.
- b) Manitoba Blue Cross shall provide forms for proof of claim within 15 days after receiving notice of claim. Where the claimant has not received the forms within that time, proof of claim may be submitted in the form of a written statement of the details of the accident or sickness and of the extent of loss.
- c) Failure to give notice of claim or provide proof of claim within the time prescribed will not invalidate the claim if the notice or proof of claim is provided as soon as reasonably possible and in no event later than one year from the date of the accident or illness and if it is shown that it was not reasonably possible to give notice or provide proof within the time so prescribed.
- d) All monies payable under this agreement shall be paid by Manitoba Blue Cross within 60 days after it has received proof of claim.
- Eligible claims shall be payable in Canadian currency and where applicable at the conversion rates in force when the claim was incurred.
- No sum payable under this agreement shall carry interest.

- g) In the event of a claim, proof of departure date and return dates will be required. It is your responsibility to provide such proof to Manitoba Blue Cross. (Airline tickets, passport stamps, boarding passes, commercial travel itineraries and dated receipts with a signature are examples of acceptable proof.)
- h) If benefits have been paid under this agreement and it is established that the benefit expenses or part of the expenses were not paid by, or on behalf of, you or that you were otherwise reimbursed, you must reimburse Manitoba Blue Cross for the amount of benefits paid by Manitoba Blue Cross on demand.
- An action or proceeding against Manitoba Blue Cross for the recovery of a claim under this agreement shall not be commenced after one year from the date on which the cause of action arose.
- j) Any claim for Accidental Death and Dismemberment benefit must be substantiated by a certificate from the attending *physician* at the place of the occurrence of the accident attesting to the actual injuries sustained.
- k) Manitoba Blue Cross has the right and the claimant shall allow Manitoba Blue Cross the opportunity to have you submit to a medical examination so often as may be reasonably required when a claim under this agreement is pending.
- Contact the International Travel Assistance Service Provider prior to commencement of *treatment* or hospitalization. Failure to do so may invalidate the claim.

## SECTION VI – DEFINITIONS

It is important to understand these definitions as they relate to the *agreement*. Italicized words have a specific meaning with a corresponding definition.

Accident: means a happening due to external, violent, sudden and fortuitous causes being beyond the participant's control.

Agreement: means this document, the validated application and any subsequent extensions or amendments issued.

Ambulance: means a ground vehicle equipped with first aid equipment, oxygen and resuscitators, regularly used for transporting sick or injured persons.

Change in Prescribed Medication: means any increase or decrease in dose, strength or frequency of a prescribed medication, as well as the addition or discontinuation of any medication. The following is not considered a change in prescribed medication:

- The daily sliding scale or glucometer adjustments for insulin injections.
- A change from a brand name medication to the generic form of the same medication provided the dosage is the same.
- iii) The routine adjustment of Coumadin, Warfarin, or other anticoagulant medication except where newly prescribed or stopped.

Departure Date: means (1.) for the Deluxe Travel Plan means the date the participant leaves Manitoba and/or Canada. (2.) for the Annual Travel Plan means the date the participant leaves Manitoba.

Dependent: means an unmarried child of a participant, under 21 years of age and dependent for support on the participant, and an unmarried child under the age of 24 who is a full-time student at a specialized school, college or university.

The following will be considered children of the *participant*:

- i) natural children
- ii) legally adopted children
- iii) stepchildren
- iv) the children of the person with whom the participant is living in a conjugal relationship provided such children are living with the participant.

The age restriction does not apply to unmarried, unemployed children over the age of 21 (24 for a full-time student) if they are dependent upon the covered *participant* by reason of a mental or physical disability and have been continuously so disabled prior to the attainment of age 21 (24 for a full-time student). In the event of a claim, proof of disability prior to age 21 (24 for a full-time student) will be required.

Effective Date: means the date the participant is entitled to coverage under the annual travel plan agreement; is established by the member; is within 30 days of the date of purchase; is not earlier than the date of purchase.

Elective: means any treatment or surgery, which is not required for the immediate relief of acute pain or suffering or which reasonably could be delayed (on medical evidence) until the patient returned to Manitoba.

*Emergency*: means medical *treatment* of an immediate nature required as a result of a sudden, unexpected or unforeseen *accident* or *illness* occurring after the date of departure.

Expiry Date: for the Annual Travel Plan means the date 365 days from and including the effective date.

Extreme Sport: means any sporting or recreational activity that lies outside the normal rules or limits of traditional sports or an activity that is made extreme or dangerous by modifying the equipment and locales or where there can be a high probability of physical danger, risk or injury or death as a result of participation.

Health Care Practitioner: means a person who has met the professional and legal requirements of the jurisdiction where the care or services are provided giving them authority to provide health care services. Where no such professional authority or legal requirements exist, the person must have a certificate of competency from a professional body which is responsible for established standards of competence for the conduct for the particular health care profession and the person must be acting within the scope of that license. In all instances, a person may not be a relative of the participant to be considered a health care practitioner for the purposes of this plan.

Hospital: means an institution that is licensed as an accredited hospital that is staffed and operated for the cure and treatment of *in-patients* and out-patients.

*Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises controlled by the establishment.

A *hospital* is not an 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.

*Illness*: means any condition, sickness or disease first manifesting itself after the *departure date* or during the *term* of a trip while this *agreement* is in force.

Immediate Family / Family Member: means the spouse, parent, step-parent, grandparent, grandchild, in-law, natural or adopted child, stepchild, brother, sister, step-sister, step-brother, aunt, uncle, niece, nephew, or business partner.

*In-patient*: means a patient confined to a *hospital* for more than 24 hours on the recommendation of the attending *physician*.

Medical Condition: means any irregularity in the participant's health which required or requires medical advice, consultation, investigation, medical treatment, care, service or diagnosis by a physician.

Mountain Climbing: means the ascent or descent of a mountain requiring the use of specialized equipment, including but not limited to pick-axes, anchors, bolts, crampons, carabineers, oxygen and lead or top-rope anchoring equipment.

Participant: means the applicant or if enrolled under a family agreement shall mean the applicant, spouse and eligible dependents travelling with the applicant.

*Physician*: means a person licensed under the laws of the province, state or country where the services are rendered, to practice medicine without restriction.

Pre-existing Condition: means a sickness, injury or medical condition, whether or not diagnosed by a physician:

- a) for which you exhibited signs or symptoms; or
- b) for which you required or received medical consultation, treatment or hospitalization; or
- for which you were prescribed a new medication or given a change in medication; and
- which existed prior to the departure date of your coverage.

*Professional*: means an individual who participates in a sport or activity with an expectation of remuneration or sponsorship or endorsement or to receive financial return which could form a substantial part of their livelihood.

Return Date: means when the participant returns back to Manitoba.

Spouse: means a person who is legally married to the participant, or has continuously resided with the participant for not less than one full year having been represented as members of a conjugal relationship. Manitoba Blue Cross will at no time provide coverage for more than one spouse under the same agreement.

Stable: means the *medical condition* is not worsening and there has been no *change in prescribed medication* for the condition, nor any other *treatment* prescribed or recommended or received.

**Subscription**: means the amount charged by Manitoba Blue Cross as consideration for the coverage of benefits made available under this **agreement**.

#### Term:

- means the period from and including the departure date equal to the number of days indicated on the application form.
- for the Annual Travel Plan means the period of 365 days from and including the *effective date* indicated on the application form.

Terminal Prognosis: means an advanced stage of a medical condition for which a physician gave a prognosis of eventual and inevitable death in 6 months or less or palliative care was received

Treatment: means a medical, dietary, therapeutic or diagnostic procedure prescribed, performed or recommended by a physician or health care practitioner, including but not limited to prescribed medication, investigative testing or surgery. Treatment includes a change in prescribed medication but does not include the unaltered use of prescribed medication for a medical condition which has been stable or a medical examination in which a physician observes no change in a previously identified condition during the pre-existing stability period (Section III-14).

*Trip*: for the Annual Travel Plan means the total number of days the *participant* is outside the boundaries of Manitoba.

#### Usual, Customary, and Reasonable:

- Usual: means the standard charge for a given service or supply by an individual providing services or supplies in their personal practice.
- Customary: means that range of usual charges by individuals, of similar training and experience, providing services or supplies for the same service within a specific limited geographic or socioeconomic area.

 Reasonable: means a charge which meets the criteria of both usual and customary, or in the opinion of the service provider's professional association, is justifiable in the special circumstances of the particular case in question.

Vehicle: means any form of transportation which is drawn, propelled or driven by any means and includes, but is not restricted to, a passenger automobile, motorcycle, moped, bicycle, snowmobile, boat, all-terrain vehicle, motor home, or truck with a gross vehicle weight of less than 9,000 pounds providing no such vehicle is licensed to carry passengers for hire.

You or your: means the same as participant.

## **Contact Information**

## International Travel Assistance

How do you find good medical care in a foreign country when you are faced with an emergency? You may not speak the language, you may be incapacitated, and you will most likely not know where to find professional care.

Our International Travel Assistance service is available 24-hours daily to support you during the planning stages of your trip and should an emergency situation arise while travelling.

When calling for assistance, be prepared to provide the name of the insured person, the Agreement number, and a description of the situation.

## International Travel Assistance Telephone Numbers

Medical Emergency While Travelling In Canada and United States, call toll free 1.866.601.2583

In all other countries, or if you are having difficulties with the toll free number, call collect 204.775.2583.

If unable to call collect, place the call and submit your detailed receipt for the long distance charges with your claim.

Contact the international travel assistance service immediately for benefits verification and procedures.

## **General Inquiries**

For general inquiries call Manitoba Blue Cross at 204.775.0151

or toll free (within Manitoba only) 1.800.USE.BLUE (1.800.873.2583),

(outside Manitoba, but within Canada) 1.888.596.1032.

# We're here for you.

#### Online

mb.bluecross.ca

#### In Person

Customer Service Centre 599 Empress Street 10:00 a.m. - 4:00 p.m. Tuesday through Friday

> Claims Drop Box 24 hours a day

#### By Phone

204.775.0151 (within Winnipeg) 1.800.873.2583 (toll free) 8:00 a.m. – 5:30 p.m. Monday through Friday

#### By Mail

Manitoba Blue Cross PO Box 1046 Stn Main Winnipeg MB R3C 2X7





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