

Exclusions (Emergency Medical Insurance)

In addition to the General Exclusions shown on page 46, **we** will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

- 1 Any complications that develop after departure, related to a **pre-existing medical condition** that was not **stable** on or before the date of departure. For stability requirements, refer to the Pre-existing Medical Condition Stability Exclusion.
This exclusion does not apply to Travel within Canada plans.
- 2 Any claim incurred after a **physician** advised **you** not to travel.
- 3 Any claim incurred after any other registered medical practitioner advised **you** not to travel.
- 4 A trip that is undertaken after the diagnosis of a **terminal condition**.
- 5 A trip that is undertaken while **you** are receiving palliative care or after palliative care has been recommended.
- 6 **Medical conditions** or any related **medical conditions** for which, on or before departure, **diagnostic tests** took place, were scheduled to take place or were recommended and for which results had not yet been received at the time of departure. This includes **diagnostic tests** that were scheduled or recommended on or before departure, but had not yet taken place at the time of departure.
This exclusion does not apply to:
 - a Tests to monitor an existing **medical condition** if there have been no new or more frequent symptoms, whether or not results have been received; or
 - b Screening tests intended to prevent illness or to detect **medical conditions** before symptoms are noticed, whether or not results have been received.
- 7 **Medical conditions** or any related **medical conditions** for which, on or before departure, tests to follow up on the effectiveness or response to a procedure, surgery or **hospitalization** were scheduled to take place or were recommended. This includes tests that were scheduled or were recommended on or before departure, but had not yet taken place at the time of departure.
- 8 **Medical conditions** or any related **medical conditions** for which before departure, medical procedures, surgeries and/or referrals to a specialist were scheduled to take place or were recommended but had not yet taken place at the time of departure.
- 9 Any cancer (other than basal cell or squamous cell skin cancer and/or cancer that is in **remission**) for which **you** received or were recommended to receive **active cancer treatment** on or within the 90 days before the date of departure. This includes **active cancer treatment** that **you** were recommended to receive but chose to decline.
- 10 Tests and investigation except when performed at the time of the initial **emergency medical condition**.

- 11 a 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.
- b Any **medical condition** arising during **your** trip from, or in any way related to, the misuse or abuse of drugs or other intoxicants, or to the use or abuse of alcohol when **you** have reached a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate **you** were intoxicated and no blood alcohol level is specified.
- 12 Any **medical condition** for which **you** are registered on a waiting list in Canada for **treatment** or diagnosis.
- 13 Expenses incurred once the **emergency** ends and in the opinion of the attending **physician** or other registered medical practitioner, **you** are able to travel to **your** province/territory of residence for any further **treatment** relating to the **medical condition** that led to the **emergency**, unless otherwise specified in a benefit.
- 14 The continued **treatment**, recurrence or complication of a **medical condition** or related condition, following **emergency treatment** during **your** trip, if **we** determine that **your emergency** has ended, unless otherwise specified in a benefit.
- 15 Any expenses incurred as a result of a disease or illness that originated or was symptomatic during the **waiting period**. This exclusion does not apply when this Policy is purchased to top-up any other insurance plan.
- 16 Expenses incurred for emergency air transportation and any expenses incurred after emergency air transportation, when the emergency air transportation was not arranged by **us**.
- 17 Any **medical condition** or related expenses if **we** determine that **you** should transfer to another facility or could return to **your** province/territory of residence for **treatment**, and **you** choose not to, benefits will not be paid for further **treatment** related to the **medical condition**.
- 18 An official travel advisory issued by the Canadian government stating to "avoid all travel" or "avoid non-essential travel" regarding the country, region or city of **your** destination, before the effective date of the Policy or the date **you** travel to that destination (including any stopovers, layovers or any other destinations **you** are transiting through).
To view the travel advisories, visit the Government of Canada Travel site.
If an official travel advisory is issued for the country, region or city of **your** destination after **you** have already arrived to that country, region or city, **your** coverage for an **emergency** or a **medical condition** related to the travel advisory in that specific destination will be limited to a period of 30 days from the date the travel advisory was issued. **We** may extend this coverage beyond 30 days if authorized at **our** discretion.
This exclusion does not apply to claims for an **emergency** or a **medical condition** unrelated to the travel advisory.
- 19 Expenses incurred when coverage is purchased after departure, unless **we** authorized it in advance.
- 20 Any medical and related expenses in excess of \$50,000, if **you** are not covered by a provincial or territorial government health care plan at the time **your** claim occurred.

- 21 A **medical condition** for which symptoms arose or worsened or for which **emergency treatment** was received after the date of departure but before the effective date of this Policy, except as specified under the heading Period of Coverage, sub-heading Top-up.
- 22 A **medical condition** for which symptoms arose or worsened or for which **treatment** by a **physician** or other registered medical practitioner was received during a temporary visit to **your** province/territory of residence during the period of coverage or any **medical condition** wholly or partly, directly or indirectly, related thereto. This exclusion does not apply if the **treatment** was for either:
- The unchanged use of **prescribed** drugs or medication for a **stable medical condition**, symptom or problem; or,
 - A check-up where the **physician** or other registered medical practitioner observes no change in a previously noted **medical condition**, symptom or problem.
- 23 Loss, theft or breakage of prosthetic devices or dentures.
- 24 **Your** participating, training or practicing for the following sports or activities unless **you** have paid the applicable surcharge(s) for the Sports & Activities Coverage as shown on **your** Policy declaration:
- **Backcountry** skiing/snowboarding
 - Base jumping
 - Boxing
 - **Downhill freestyle skiing/snowboarding in organized competitions**
 - **Downhill mountain biking**
 - Hang gliding/paragliding
 - **High risk snowmobiling**
 - **Ice climbing**
 - **Mixed martial arts**
 - **Motorized speed contests**
 - **Mountaineering**
 - Parachuting/skydiving/tandem skydiving
 - **Rock climbing**
 - Scuba diving or free diving over 40 metres
 - **White water sports – Class VI**
 - Wingsuit flying
- 25 **Your** participating, training or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports or activities, if **you** are 21 years of age and over, unless **you** have paid the applicable surcharge(s) for the Sports & Activities Coverage as shown on **your** Policy declaration:
- Football (American and Canadian)
 - Ice hockey
 - Rugby

GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES

In addition to the exclusions specified in each Insurance coverage, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

- 1 *Your* participation in and/or voluntary exposure to **acts of war** or **acts of terrorism**.
- 2 Death, disablement or injury in any way caused by or contributed by radioactive contamination or by the utilization of nuclear, chemical or biological weapons (whether or not caused by **acts of war** or **acts of terrorism**).
- 3 Any **medical condition** that is the result of *you* not following **treatment** as **prescribed to you**, including **prescribed** or over the counter medication.
- 4 Consumption or use of illegal or controlled drugs (based on the law where the cause of the claim occurred).
- 5 *Your* participating, training or practicing in any areas that have been closed off to public access and/or can typically only be accessed by crossing a fenced, gated or roped-off area that has been marked as off limits according to recommendations of safety authorities in the area for the following activities:
 - *Backcountry* skiing/snowboarding
 - *Downhill freestyle skiing/snowboarding in organized competitions*
 - *High risk snowmobiling*
 - *Ice climbing*
 - *Mountaineering*
 - *Rock climbing*
- 6 *Your* participating in, training or practicing for any of the following sports or activities:
 - Barrel racing
 - Bronc riding
 - Bull riding
 - Chariot racing
 - Chuck wagon racing
 - Harness racing
 - Rodeo bareback racing
 - Rodeo clowning
 - Rodeo team roping
 - Steer wrestling/chute dogging
 - Trick riding
- 7 A trip made for the purpose of obtaining a diagnosis, **treatment**, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.
- 8
 - a Routine pre-natal or post-natal care; or,
 - b Pregnancy, delivery, or complications of either, arising within the nine weeks before the expected date of delivery or within the nine weeks after.
- 9 *Your* child born during the trip, except as specified under the Unexpected Birth of a Child benefit.
- 10 *Your* voluntary termination of pregnancy or resulting complications.
- 11 *Your* suicide or attempt thereat or self-inflicted injury.
- 12 *Your* commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.

- 13 ***Non-emergency***, experimental or elective ***treatment*** or procedures (including but not limited to ongoing care, chronic care, rehabilitation or check-ups) and their related complications.
- 14 a Cosmetic surgeries, procedures and/or ***treatments***, and,
b Complications related to cosmetic surgeries.
- 15 Any ***medical condition*** or symptoms for which it is reasonable to believe or expect that ***treatments*** will be required during ***your*** trip.
- 16 Unless otherwise stated in this Policy (see General Condition, number 4), expenses incurred if other insurance policies, plans or contracts cover the loss. This includes, but is not limited to, any private or provincial automobile insurance plan or any provincial or territorial government health care plan. If, however, the loss exceeds the limits of the other policies, plans or contracts and if this Insurance covers losses and periods not covered by those other policies, plans or contracts, this Insurance shall then apply in excess of all other valid insurance. This exclusion does not apply to Accidental Death and Dismemberment Insurance and Baggage Insurance.