

#### FAMILY ACCIDENT REIMBURSEMENT PLAN

## EXCLUSIONS AND LIMITATIONS — DETAILED SUMMARY

# **GENERAL** EXCLUSIONS

The following exclusions also apply for all benefits:

- a. The Policy does not cover:
  - i. sickness or disease either as a cause or effect except as otherwise provided under the Critical Illness Benefit:
  - ii. suicide or attempt thereat;
  - iii. Injury for which compensation is payable under any Workers' Compensation Act, except in the case of Accidental Death, and Dismemberment or Total and Permanent Loss of Use benefits;
  - iv. the expense of a brace or similar device used for non-therapeutic purposes or solely for the purpose of participating in sports or other leisure activities;
  - v. expenses incurred for mouthguards or treatment of Temporal Mandibular Joint (TMJ) dysfunction, whatever the cause;
  - vi. expenses incurred for private magnetic resonance imaging (MRI) scans;
  - vii. injury resulting from repetitive/strenuous activity (e.g. overexertion, strains, etc.);
  - viii.taking any drug other than as prescribed by a licensed Physician; or
  - ix. ix. participation in a criminal act or any attempt to commit a criminal offense, including but not limited to operating a motor vehicle while the concentration of alcohol in 100 milliliters of the Insured Person's blood exceeds 80 milligrams.
- b. No benefits or expenses are payable under the Policy for treatment or services which are insured services or basic health services (e.g. Physician's fees) under the provincial medical care or hospital plan applicable to an Insured Person whether or not that Insured Person is covered thereunder.
- c. Benefits payable under the terms of subsection 3.4 shall be for the excess of expenses paid, payable, or insured under any government sponsored dental care plan or other dental plan or policy or any health plan providing accidental dental benefits.
- d. Coverage under this Policy will be secondary to any other benefits from a primary insurer or plan and will be coordinated with any other insurer or plan so that the total benefits from all insurers or plans shall not exceed the actual loss incurred, in accordance to the Canadian Life and Health Insurance Association Inc. (CLHIA) Guidelines.
- e. No benefits or expenses will be payable under the Policy
  - i. for treatment or services if the Accident causing the claimable event occurs, or
  - ii. if the expenses for such treatment or services for the Injury caused by such Accident is incurred, outside of Canada.
- f. An Insured Person cannot be covered under more than one Family Plan under the policy.



# **FAMILY ACCIDENT REIMBURSEMENT PLAN**

## EXCLUSIONS AND LIMITATIONS — DETAILED SUMMARY

# EXCLUSIONS

In addition to the general policy Exclusions and Limitations, the Critical Illness Benefit will not be paid if a Covered Condition results directly or indirectly from any one or more of the following:

- a. any illness, disease, mental, nervous or psychiatric condition or disorder for which any one of medical advice, treatment, service, prescribed medication, diagnosis or consultation, including consultation to investigate and/or diagnose (where diagnosis has not yet been made) was received by the Insured Person or would have been received by a prudent individual within the 24 months immediately preceding the Issue Date of an Insured Person's coverage. This exclusion applies for the first 24 months following the Issue Date of the Insured Person's coverage under this policy;
- b. taking poison or inhaling gas, whether voluntarily or involuntarily, not connected with the employment of the Insured Person;
- c. taking any drug other than as prescribed by a licensed Physician;
- d. participation in a criminal act or any attempt to commit a criminal offense, including but not limited to operating a motor vehicle while the concentration of alcohol in 100 milliliters of the Insured Person's blood exceeds 80 milligrams;
- e. declared or undeclared war or any act thereof;
- f. active full-time service in the armed forces of any country;
- g. intentionally self-inflicted injury, while sane or insane; or
- h. flying as a student pilot or flying as a privately licensed pilot for less than 25 hours or more than 400 hours per year.

In addition, no benefit will be paid if the Insured Person suffers a Stroke as a result, directly or indirectly, from amateur or professional boxing, bungee jumping, B.A.S.E. jumping, cliff diving, mountain climbing, motor vehicle racing or speed competition on land and/or water, parachuting or underwater activities, including scuba diving and snuba diving.

#### **LIMITATIONS**

#### **Cancer (Life-Threatening)**

The Critical Illness Benefit for Cancer (Life-Threatening) will not be paid if, within the first 90 days following the Issue Date of the coverage, such Insured Person has a Diagnosis of Cancer (Life-Threatening) or any signs, symptoms or investigations that lead to a Diagnosis of Cancer (covered or excluded under the policy), regardless of when the Diagnosis is actually made.

In addition, an Insured Dependent Child who is a natural child of an Insured Participant born on or after the Issue Date of such Insured Participant's coverage under this Policy is not entitled to the Critical Illness Benefit for Cancer (Life-Threatening) if Cancer (Life-Threatening) was diagnosed while such Dependent Child was in the womb.

This medical information must be reported to the Company within six months of the Date of Diagnosis. If this information is not provided, the Company has the right to deny any claim for Cancer (Life-Threatening) or any Covered Condition caused by any Cancer or its treatment.

#### All Covered Conditions excluding Cancer (Life-Threatening)

An Insured Dependent Child who is a natural child of the Insured Participant born in the 10-month period immediately following the Issue Date of such Insured Participant's coverage under this Policy will not be entitled to the Critical Illness Benefit if, within 30 days of birth such Insured Dependent Child has any of the following:

- a. a Diagnosis of a Covered Condition; or
- b. the Dependent Child's parent or physician notice or become aware of any sign, symptom, condition or medical problem that leads to a Diagnosis of a Covered Condition at any time in the future.