



This policy outlines the terms and conditions of the BasicPlan Health benefits. If You have purchased any of the options, please refer to those policies for their respective terms and conditions.

HEALTH BENEFITS WITHIN YOUR PROVINCE OF RESIDENCE

Group Medical Services ("GMS") will cover the following benefits in excess of the amount covered and/or paid by any Government Health Insurance Plan or any other health insurance plans.

- Ambulance:** Payment of Reasonable and Customary charges for the transport of Emergency cases by licensed professional road ambulance to the nearest Hospital or health centre equipped to provide the necessary Emergency in-patient and out-patient Treatment. As well, 50% of the charges for the return of bedridden cases to the place of permanent residence will be covered. This benefit has a maximum amount payable of \$2,000 per person per Policy Year. This benefit excludes payment for transportation to Physicians' offices and medical clinics.
- Air Ambulance:** Payment for the transport, within Your Province of Residence, of Emergency cases by a licensed professional air ambulance, to a maximum of \$3,000 per person per Policy Year when authorized by a Physician.
- Preferred Hospital Room:** Payment on a pay-patient basis for private or semi-private Hospital room charges, to a maximum of \$500 per person per Policy Year. The Benefit Effective Date must precede the Hospital admittance date. This benefit excludes stays for convalescent and respite care.
- Private Duty Nursing:** Payment of 80% of private duty nursing charges in Hospital, to a maximum of \$1,500 per person per Policy Year, when ordered in writing by a Physician. All services must be rendered by a Registered Nurse or Licensed Practical Nurse, who is not immediately related to the patient or who does not ordinarily reside in the patient's home. Nursing services rendered in licensed institutional type facilities are excluded from this benefit. The Benefit Effective Date must precede the Hospital admittance date.
- Casts and Crutches:** Payment of the charges for fiberglass casts and for the purchase or rental of crutches.
- In Hospital Drugs:** Payment for the cost of prescription drugs, which are not covered by Your provincial prescription drug service plan, when supplied and administered by a Hospital to in-patients, to a maximum of \$1,000 per person per Policy Year. This benefit excludes fertility drugs, drugs for the Treatment of sexual dysfunction, lifestyle drugs, experimental drugs, diet drugs, drugs used for cosmetic purposes, drugs normally available over the counter, and drugs used for the cessation of smoking.
- Wheelchairs, Motorized Scooters and Adjustable Beds:** Payment for the purchase or rental of wheelchairs (including geriatric chairs with a 24" or greater wheel size), motorized scooters, and/or adjustable beds, an overall maximum of \$500 per policy in the five (5) most recent Policy Years, including the current Policy Year, when ordered in writing by a Physician. This benefit is available following one (1) full year of continuous membership. The benefit excludes adjustable beds for individuals that are confined to, or resident in, an active Treatment Hospital, a convalescent facility, a nursing home, or a personal care home.
- Patient Walkers:** Payment of 80% of the charges for the purchase or rental of patient walkers, a maximum of \$300 per policy in the five (5) most recent Policy Years, including the current Policy Year, when ordered in writing by a Physician. This benefit is available following one (1) full year of continuous membership.
- Breast Prosthesis:** Payment up to \$175 in the two (2) most recent Policy Years, including the current Policy Year, for the purchase of an artificial breast prosthesis for mastectomy patients or \$350 in the two (2) most recent Policy Years, including the current Policy Year, for bilateral mastectomy patients. A written Physician's referral is required for bilateral mastectomy patients. This benefit excludes surgical brassieres.
- Accidental Injury to Natural Teeth:** Payment for the services of a Dentist necessitated by Accidental injury, such as a direct blow to the mouth, but not by an object wittingly or unwittingly placed in the mouth, to a maximum of \$500 per injury. The injury must be reported to GMS within six (6) months of the accident and coverage must be continuous from the date of injury to the date of service for this benefit to be payable. Payment for any claim is based on the date services are rendered not on the date of injury. Reimbursement of services is subject to fees provided in the Dental Fee Guide for Your Province of Residence in effect at the time that the services are rendered. Services totalling \$300 or more must have approval from GMS before the services are begun. This benefit excludes dental implants. All services must be completed within twelve (12) months of the date of injury.
- Artificial Limbs, Eye(s) and Larynx:** Payment to an overall maximum of \$5,000 per person per Policy Year for the purchase of artificial limbs, eyes and/or larynx.

GENERAL CONDITIONS AND EXCLUSIONS

1. New BasicPlan applicants are subject to a general thirty (30) day waiting period, from the Policy Effective Date for the Health Benefits under this policy. The general waiting period, excluding those with a one (1) year waiting period, will be waived if the applicant is transferring from another carrier.
2. Enrolment is open to anyone on a Single, Couple or Family basis, who have valid health coverage from their Province of Residence, and who remain in their Province of Residence for a minimum of one hundred and eighty (180) days of each calendar year. This is subject to verification.
3. GMS reserves the right to individually establish or amend premium rates, benefit provisions, and/or terms and conditions, upon application, renewal or thirty (30) days notice.
4. GMS must be notified within thirty (30) days and any appropriate premium must be paid in order to add a newborn to the policy from their date of birth. If we are not notified within thirty (30) days or if the appropriate premium is not paid a thirty (30) day waiting period on all benefits will apply from the date we are notified. When adding other dependents to the policy a thirty (30) day waiting period will be applied once the appropriate premiums are paid.
5. In order for goods purchased to be eligible for reimbursement they must be purchased within Canada and will be paid based on Reasonable and Customary charges within Your Province of Residence. The goods must be for use within Your Province of Residence.
6. Services payable under this policy must be provided within Your Province of Residence to be eligible for reimbursement. Reimbursement will be based on Reasonable and Customary charges within Your Province of Residence.
7. The Prescription Drug, Dental Care, Hospital Cash and Annual Travel options can only be purchased at time of application or renewal.
8. All amounts stated in this policy are in Canadian funds.
9. If eligible expenses are paid due to the fault of a third party, GMS may take legal action against the person(s) at fault in Your name to recover these expenses. You agree to fully cooperate with GMS in any action that may be taken.
10. This policy is in excess only of all other insurance plans or amounts recoverable by any other party. If GMS pays eligible expenses to You and a third party makes payment for those same benefits, You are responsible for reimbursing GMS the amount previously paid by GMS.
11. Benefits are payable only for amounts in excess of what would normally be payable under Government Plans as they exist as of the Policy Effective Date of this policy. There is no coverage for any benefits of any nature, which were provided by a Government Plan on the Policy Effective Date of this policy regardless of whether such benefits continue to be provided by a Government Plan at the time a claim is made.
12. In the event that You have concurrent insurance from another source(s) for benefits provided under this policy, benefits shall be coordinated as follows:
 - a) All benefits from any Government Plan shall be determined and recovered first;
 - b) GMS will pay eligible expenses only in excess of amounts covered by that of the other insurer(s), including but not limited to any employment related plan, extended health care plan, private or provincial vehicle insurance, credit card policy or any other insurance, whether collectible or not;
 - c) If, however, that other source(s) of coverage is also "excess only", all benefits shall be determined and recovered from benefits plan based on the following priority:
 - i) Any plan not containing a coordination of benefits statement;
 - ii) Any employment/retirement related plan; then
 - iii) Any other plan, including GMS. In this case, the benefits shall be prorated according to the maximum amounts that would have been payable as the result of the benefit contained under the respective plans. You agree that prorated sharing is what was intended when this policy was entered into and that sharing on any other basis including on the basis of independent liability and/or equal sharing is not what was intended or agreed to.
13. No benefit will be provided that is a duplication of any service, allowance or reimbursement supplied by an existing Government Plan or private plan.
14. When requested by GMS, individuals are required to apply for any government programs to be eligible for continuous coverage.
15. GMS is not responsible for the availability, quality, results of any medical Treatment or transportation or Your failure to obtain medical Treatment.
16. Individuals failing to provide payment for the Policy within one (1) month of the renewal will automatically have their policy terminated.
17. No benefit will be provided for expenses resulting directly or indirectly from the commission or attempted commission of any criminal, criminal-like or illegal activity; intentional self-injury, suicide or attempted suicide; the abuse of medication, drugs or alcohol; any participation in the armed forces; or any willful exposure to peril.
18. No benefit will be provided for expenses incurred as a result of a motor vehicle accident, unless such services are not covered by any other private or public vehicle insurance.

19. No benefit will be provided for expenses resulting from participation in professional sports, any speed contest, SCUBA diving (unless PADI, ACUC or SSI certified), parachuting, mountaineering, skydiving, rodeo, hang gliding, bungee cord jumping, acrobatic or stunt flying, or a flight accident unless riding as a passenger on a commercially licensed airline.
20. Any material misrepresentation, provision of incorrect information or non-disclosure of information will result in non-payment of any claim and will void Your coverage.
21. If GMS determines that there is no coverage for a claim(s) under this policy all amounts advanced to You or on Your behalf will be repaid by You to GMS on demand. In such circumstances any payment(s) made by GMS will not constitute an acceptance of coverage.
22. By purchasing this policy you are authorizing:
 - a) Any physician, health care provider, other person, hospital or institution to release to GMS and/or its authorized agents, representatives, affiliates or other service providers (collectively "GMS") any information covering your medical history, symptoms, treatment, examination, diagnosis and/or services rendered to You or any of Your dependants herein listed.
 - b) GMS to collect, store and use any information which is provided or information obtained pursuant to clause (c);
 - c) GMS to obtain information from, or disclose information to: any Government Plan; the operator of any Hospital, clinic, or other health facility; a Physician or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required. This information is intended for the purposes of administering the plan and communicating with You.

STATUTORY CONDITIONS

General

1. The application, this policy, any document attached to this policy when issued, and any amendments to the policy agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has the authority to change the contract or waive any of its provisions.
2. GMS shall be deemed not to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing signed by GMS.
3. GMS shall, upon request, furnish to the Policy Holder or to a claimant under the policy a copy of the application.
4. No statement made by GMS or the Policy Holder at the time of application for this policy shall be used in defence of a claim under or to avoid this policy unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Termination and Refund

5. Termination by the Policy Holder:
 - a) This policy may be terminated at any time, by giving written notice to GMS. Termination shall take effect on the later of the date of termination stated in the notice or the date that the notice is received by GMS at its head office. Should the policy be terminated prior to the end of the Policy Year, the Policy Holder will be liable for all premiums due and unpaid up to the end of the Policy Year.
 - b) Upon termination, refunds will be provided where (i) policies are changed due to the death of the Policy Holder, or (ii) due to the transfer to another GMS plan, and where no claims have been made on the policy during the current Policy Year. A Policy Holder who has received a refund will not be eligible for any reimbursement on claims incurred under the policy in the current Policy Year. Refunds will be subject to a \$20 administration fee and no refund will be issued for any amounts under \$5.
6. GMS may terminate this policy at any time by giving written notice of termination to the Policy Holder and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time. The effective date of termination will be the date specified in the notice.

Claims

7. Conditions for reimbursement of a claim:
 - a) GMS requires a completed claim form, original itemized receipts including name, date and details of service, and Physician referral, where stated in the policy, when making a claim.
 - b) All claims must be submitted within twelve (12) months of the date of service in order to be eligible for reimbursement. However, if the contract is terminated, any claims must be submitted to GMS within thirty (30) days following the date of termination.
 - c) GMS may pay benefits under this contract to the Policy Holder, or may pay part or all of the benefit directly to the provider of the service.
8. 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 policy 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.
9. Claim forms are available on-line at www.gms.ca, at the office of any GMS agent, or from GMS' head office.

10. As a condition precedent to recovery of insurance moneys under this contract:
- a) The claimant shall afford to GMS an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
 - b) In the case of death of the person insured, GMS may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
11. All monies payable under this policy shall be paid by GMS within 60 days after satisfactory proof of claim has been received and accepted by GMS.

DEFINITIONS

In this policy these words mean:

- **Accidental** means a happening due to external, sudden, fortuitous causes beyond Your control.
- **Benefit Effective Date** means the date a benefit becomes effective under this policy following any waiting periods that may apply.
- **Couple** means two (2) people living in a spousal relationship or a parent and a Dependant.
- **Dental Fee Guide** means the current dental association fee guide, of Your Province of Residence, including amounts listed for licensed specialist services. GMS has adopted a dental fee guide for those provinces who do not have their own.
- **Dentist** means a person duly licensed to practice general dentistry. For the purpose of this policy, the work of a dental assistant, while under the direction of a Dentist, and a dental hygienist shall be accepted as services of the Dentist.
- **Dependant** means any unmarried child of You or Your spouse (including step-child, adopted child, or a child for whom You have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon You or Your spouse for support and maintenance, and is:
 - a) Eighteen (18) years of age and under; or
 - b) Twenty-four (24) years of age and under if the child is undergoing full-time student educational training in the same province as the Policy Holder; or
 - c) A developmentally or physically disabled child, regardless of age, if satisfactorily proof of disability is received within thirty-one (31) days of the ages indicated above to ensure continuing eligibility.
- **Emergency** means a sudden and urgent happening requiring immediate action.
- **Family** means three (3) or more people, consisting of two (2) persons living in a spousal relationship with one (1) or more Dependents or a parent with two (2) or more Dependents.
- **GMS** means Group Medical Services and/or its authorized agents, representatives, affiliates or other service providers.
- **Government Plans or Government Health Insurance Plans** mean any plan of insurance provided by or under the administrative control of any government or agency in accordance with any law (other than the *Employment Insurance Act* of Canada) or any plan providing insurance coverage regulated by any government.
- **Hospital** means an institution licensed, accredited or otherwise officially designated as a hospital and which is primarily engaged in providing medical, diagnostic and surgical services for the care and Treatment of sick or injured persons on an in-patient basis, and, which has a laboratory, a registered graduate nurse and Physician always on duty and an operating room where surgical operations are performed by legally licensed medical Physicians. In no event shall the term "hospital" or "general active Treatment hospital" mean any hospital or institution or part of such hospital or institution licensed or used principally as a clinic, continued care or extended care facility, convalescent home, rehabilitation centre, rest home, nursing home for the aged, health spa or Treatment centre for drug addiction or alcoholism.
- **Physician** means a duly qualified doctor of medicine entitled under the laws of the Province, State or Country where the services are rendered to practice medicine and surgery without restriction. A Physician does not include a naturopath, herbalist, or homeopath.
- **Policy Effective Date** means the date that the application is received at GMS' office or the office of an authorized agent. Coverage will not be effective until GMS has approved the application or renewal and received the appropriate premium.
- **Policy Holder** means the person who has applied and paid the premiums to GMS for a BasicPlan and whose application has been approved by GMS.
- **Policy Year** means the twelve (12) months from the Policy Effective Date.
- **Province of Residence** means the province that You have declared as Your permanent residence and reside in for a minimum of one hundred eighty (180) days per calendar year.
- **Reasonable and Customary** means charges that are reasonably comparable to those normally charged for that service in the particular area where the service is rendered.
- **Single** means one person.
- **Spouse** means a legal spouse by virtue of a religious or civil marriage or a person who has been residing with the Policy Holder continuously for at least one (1) year and who has been maintained and publicly represented by the Policy Holder as the Policy Holder's spouse.
- **Treatment** means any medical, therapeutic or diagnostic measure prescribed or recommended by a Physician in any form including prescription medication, investigative testing, hospitalization, surgery or other prescribed or recommended Treatment directly referable to the condition, symptom or problem.
- **You or Your** means any person who is eligible for coverage for any benefit under this policy.