

NSED Travel Insurance Trip Cancellation/Trip Interruption Plan

Group Number: 11581

Updated Effective Date: September 1, 2020

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Group Insurance Eligibility

To be eligible for coverage:

- 1. You must be covered under a valid NSED Travel Insurance Trip Cancellation/Trip Interruption Plan;
- 2. You must be a permanent resident of Canada;
- 3. You must be covered under your provincial government plan;
- 4. It is a condition precedent to Medavie Blue Cross' liability under the policy that at the time of enrollment:
 - a) the Participant knows of no reason for him, an immediate family member, a travel companion or a travel companion's immediate family, to see medical attention;
 - b) the Participant and his travel companion(s) must be deemed fit to undertake and complete the covered trip as booked.
- 5. Coverage is null and void if a covered trip is booked or undertaken:
 - a) contrary to medical advice;
 - b) while the Participant requires kidney dialysis; or
 - c) if the Participant has a terminal illness. Terminal illness means that the Participant has a medical condition that is cause for the physician to estimate that he has less than six months to live or for which palliative care has been received.

Enrollment

To participate, you must fully complete, sign and return to Johnson Inc. the enrolment forms that are provided to you.

Effective Date

The date Johnson Inc. receives your completed signed enrollment form.

Policy Renewal

The policy automatically renews each year on September 1st. You will receive written notification of the renewal in advance. Your coverage will continue at renewal for the next policy year, unless you provide Johnson Inc. with written notice of termination within 30 days of the renewal date. Your premium is paid monthly.

Termination of Travel Benefit

The Travel Benefit coverage ends at the earlier of:

- 1. the date you cease to meet eligibility requirements; or
- 2. the end of the grace period for which premiums have not been paid in full; or
- 3. the date the policy is terminated.

Coverage for your dependents ends either on the date you cease to be covered or on the date they no longer meet the definition of dependent, whichever occurs first.

WORLDWIDE TRAVEL BENEFIT

	<u>% Co-insurance</u>	<u>Maximum</u>
Trip Cancellation	100%	\$5,000 per Participant in the annual coverage period (September 1 – August 31)
Trip Interruption	100%	\$5,000 per Participant during each covered trip taken in the annual coverage period (September 1 – August 31)
Baggage/Personal Effects Benefit	100%	\$1,000 per Participant during each covered trip taken in the annual coverage period (September 1 – August 31)

Baggage/Personal Effects Benefit has a combined maximum that includes the following:

- Personal effects to a maximum of \$500 or actual cash value, whichever is less
- Lost or stolen documents to a maximum of \$200
- Baggage delays to a maximum of \$400

The total benefits paid to you from all sources cannot exceed the actual expenses which you incurred for Baggage/Personal Effects.

WORLDWIDE TRAVEL BENEFIT – TRIP CANCELLATION/INTERRUPTION

TRIP CANCELLATION BENEFIT

The amount of benefits of the Trip Cancellation Benefit is limited to expenses that cannot be reimbursed at the time of the event causing the cancellation, subject to a maximum of \$5,000 per Participant per annual coverage period (September 1 – August 31).

TRIP INTERRUPTION BENEFIT

The amount of benefits of the Trip Interruption Benefit is limited to expenses that cannot be reimbursed at the time of the event causing the interruption, subject to a maximum of \$5,000 per Participant for each covered trip (September 1 – August 31).

Notification

Prior to the departure date, upon the occurrence of an event listed amongst the eligible risks, the Participant must contact the travel agent or carrier, as the case may be, within 48 hours of the event in order to cancel the trip. Medavie Blue Cross must also be notified within the same time limit. The Medavie Blue Cross toll-free customer information line is **1-800-667-4511 (ask for Travel Claims)**.

If the trip has already commenced, the Participant must contact Medavie Blue Cross' appointed travel assistance provider as soon as possible at one of the following numbers:

From Canada or the United States: 1-800-563-4444

From anywhere else: 1-506-854-2222 (collect)

If calling collect is not possible, Medavie Blue Cross will reimburse the cost of the call.

Trip Cancellation/Interruption Benefit Coverage – Eligible Risks

Participants are eligible for benefits if their trip is cancelled, interrupted or prolonged as a result of any of the following events:

- 1. Sickness, bodily injury, death or quarantine of the Participant or a member of the Participant's immediate family, travelling companion, or travelling companion's immediate family or caregiver.
- 2. Sickness, bodily injury or death of a business partner, key employee, caregiver or close friend occurring within 10 days of the contracted departure date or during the covered trip.
- 3. The death, hospitalization, illness or injury (other than a minor ailment) of the Participant's host at the trip destination.
- 4. A unforeseen transfer by the Participant's, the Participant's spouse's or travelling companion's employer requiring the Participant or the travelling companion to move permanent residences. This eligible risk does not cover cases of self-employment or temporary contract work.
- 5. The Participant's, Participant's spouse, travelling companions', travel companion's spouse, your parents' or legal guardian's (if you are under 16 years of age) involuntary loss of permanent employment without just cause. Provided on the effective date of coverage the loss had not been public knowledge, nor were the aforementioned persons aware that such a loss of permanent employment was imminent. This eligible risk does not apply if employment began after the date of enrollment for coverage or to cases of self-employment, temporary contract work or temporary lay-offs, or trial periods for new permanent employment.

WORLDWIDE TRAVEL BENEFIT – TRIP CANCELLATION/INTERRUPTION

Trip Cancellation/Interruption Benefit Coverage (Cont'd)

- 6. A missed flight, missed connection or interruption of the Participant's covered trip when the private or rented vehicle which the Participant is driving or in which you are a passenger (airline, bus, train, ferry, cruise ship or helicopter) or a pre-paid connecting flight aboard which you are a passenger resulting from a delay due to weather conditions; mechanical failure; an accident; an emergency police directed road closure substantiated by a police report; or delay of an emergency police directed road closure substantiated by a police report.
 - Note: This is subject to the connecting carrier (airline, bus, train, ferry or cruise ship) or automobile (limousine, taxi, or private automobile) being scheduled to arrive at the departure point no less than two (2) hours prior to the time scheduled for flight departure, or four (4) hours prior to the time scheduled for sailing or the helicopter is 12 hours prior to the scheduled departure.
- 7. A disaster which renders the Participant or the Participant's travelling companion's primary residence uninhabitable or business inoperative. This insured risk does not cover losses caused by intentional fault.
- 8. Quarantine or summons for jury duty, subpoenaed as a witness (excluding law enforcement officers) or being required to appear as a defendant in a civil suit in a case being heard during the scheduled travel period and the notice to appear is received after the effective date of coverage.
- 9. The Participant or travelling companion being summoned to service in the case of reservists, active military, police and fire personnel.
- 10. An event in the country of destination that incites the Government of Canada to issue a general recommendation to its citizens urging them to avoid travelling within that country during a period that includes the scheduled trip. Travel arrangements must have been made before the recommendation was disclosed.

Eligible Expenses

In the event of trip cancellation/interruption, the plan guarantees reimbursement of the following expenses:

Trip Cancellation

When the insured risk occurs before the contracted date of departure, this policy provides for payment of the following:

<u>Airfare</u>

The reasonable cost of one-way airfare by the most direct route to the destination of your covered trip if you miss the contracted departure due to the occurrence of insured risk 1, 2, 6 or 7.

Unused Travel Arrangements

The cost of the Participant's prepaid non-refundable, unused travel arrangements paid prior to date of departure.

Eligible Expenses (Cont'd)

Trip Interruption

When the insured risk occurs after the contracted date of departure, this policy provides for payment of the following:

Return Airfare

Medavie Blue Cross will cover the cost of a one-way economy airfare by the most direct route back to the place of origin by a regularly scheduled flight or the fee charged by the airline to change your contracted date of return on your current and usable ticket, whichever is less, if you must return earlier or later than the contracted date of return due to the occurrence of insured risk 1, 2, 3, 6 or 10. Any non-refundable, unused portion of your insured land arrangements (if any) paid prior to your contracted date of departure will also be covered due to the occurrence of the insured risks noted previously.

This benefit does not reimburse the unused portion of any travel ticket.

Rejoining a Tour or a Group

The reasonable cost of the scheduled carrier transportation by the most direct route to join or rejoin a tour group in the event that the Participant missed a portion of the trip due, after departure, to the occurrence of insured risk 1, 2, 3, 6 or 10. Any other non-refundable, unused portion of your insured land arrangements (if any) paid prior to your contracted date of departure will also be covered due to the occurrence of the insured risks noted previously.

Next Occupancy Charge

If a travelling companion or a member of the Participant's immediate family who is scheduled to accompany the Participant is booked to share the same accommodation and must cancel due to one (1) of the reasons listed and the Participant elects to proceed, benefits will be reimbursed for the extra cost of the next occupancy charge. This benefit is not applicable to insured risk 10.

Meals and Accommodations

The Participant will be reimbursed for reasonable and necessary lodging, meals, automobile rental, essential telephone calls and taxi costs, to a maximum of \$3,500, subject to a limit of \$350 per day provided:

- a) part of the covered trip is missed;
- b) the Participant's, or travelling companion's return to the contracted point of departure is delayed beyond the contracted date of return; or
- c) the Participant must return earlier than the contracted date of return.

Repatriation (Return of the Deceased)

If a Participant dies while on an insured trip, the actual cost incurred for the preparation and transportation of the deceased Participant's remains to their province of residence and or burial at the place of death of the insured person up to a maximum of \$5,000 per Participant. The cost of a burial coffin or urn is not a covered expense.

Limitations and Restrictions

Failure to notify Medavie Blue Cross when the insured risk occurs before the contracted date of departure, or CanAssistance when the insured risk occurs after the contracted date of departure, may limit the benefits payable to you. Only the sums that are non-refundable on the day the insured risk occurs shall be considered for the purpose of the claim.

WORLDWIDE TRAVEL BENEFIT – TRIP CANCELLATION/INTERRUPTION

Exclusions and Limitations for Trip Cancellation/Interruption Benefit

- 1. Any pre-existing conditions unless the condition is stable prior to travel, and when medical attention is not anticipated during the travel period. To be considered medically stable you must not have, in the six months before the date of booking for this coverage:
 - a) been treated or evaluated for new symptoms or new diagnosis; had symptoms that increased in frequency or severity, or examination findings indicating the condition has worsened; been prescribed a new treatment or change in treatment for the condition; been admitted to or treated in a hospital or referred to a specialist for the condition; been awaiting new treatment, tests, consultations or referrals regarding the medical condition (does not include routine testing provided the results are within normal limits and no change in treatment is recommended).
 - b) This also does not include coverage for expenses incurred as a result of a condition caused by a change in medication within 90 days prior to departure (generally does not include routine changes in medication as part of an established treatment plan, for example daily/weekly adjustments of blood thinners or insulin based on blood test results or a change to a generic product, unless the dosage is modified).

Note: This exclusion applies to you, an immediate family member, a travel companion, a travel companion's immediate family member, a close friend and/or the host at destination.

- 2. Losses caused directly or indirectly, wholly or in part by intentional non-compliance with the medical treatment of therapy that has been prescribed.
- 3. No trip cancellation benefits are available where the purpose of travel is to attend to or visit a person who is receiving medical care or treatment and where sickness or ensuing death is the cause of cancellation, curtailment or delayed return.
- 4. Loss due to a labour dispute or strike.
- 5. Treatment or hospitalization of the of mother or dependent child(ren) as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date.
- 6. A return earlier or later than the contracted date of return, unless recommended by the attending physician.
- 7. A return delayed more than 10 days beyond the contracted date of return, unless you, an immediate family member or a travel companion were hospitalized for at least 48 consecutive hours within the 10 day period.
- 8. Committing or attempting to commit an illegal or criminal act.
- 9. No benefits will be paid for expenses incurred as the result of abuse of medications; criminal acts, or injuries suffered as a result of operating a motor vehicle while alcohol levels are in excess of the legal limit in the jurisdiction where the accident occurred.
- 10. Intentional self-inflicted injury, suicide or attempted suicide, whatever your state of mind at the time of the incident.
- 11. Expenses for which no charge would normally be made in the absence of insurance.
- 12. Any cause or event which might reasonably have been expected to necessitate the immediate return of the Participant.
- 13. Flight accident (unless you are travelling as a fare-paying passenger on a commercial airline).

WORLDWIDE TRAVEL BENEFIT - TRIP CANCELLATION/INTERRUPTION

Exclusions and Limitations for Trip Cancellation/Interruption Benefit (Cont'd)

- 14. Expenses incurred while travelling in a country (or a specific region of a country) for which there is a Government of Canada travel warning, when such travel warning was issued before the departure date and the loss or expense is related to the reason for which the travel warning was issued. If the Canadian Government issues a travel advisory or formal notice to leave that specific country, region or area, after your departure date, your coverage for sickness, injury or medical condition is limited to a period of 10 days from the date of the advisory was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area.
- 15. Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any insurrection, war (declared or not), the hostile action of the armed forces of any country or participation in any riot or civil commotion.
- 16. Sickness, injury or medical condition if you, a travel companion or an immediate family member of you or your travel companion are awaiting or undergoing any surgery, medical test(s), examination(s), monitoring or consultation prior to the effective date of coverage:
 - a) for an existing medical condition, other than a regular medical check-up (in the eventuality of a claim the dates of the last and next medical check-up must be provided;
 - b) for a new or changed medical condition which may eventually cause you to seek medical attention.
- 17. Any sickness, injury or medical condition which, prior to the effective date of coverage was such as to render medical consultation or hospitalization expected.

BAGGAGE/PERSONAL EFFECTS BENEFIT

The Baggage/Personal Effects Benefit covers the loss or damage to the baggage and personal effects the Participant owns and uses by reason of theft, burglary, fire or transportation hazards during the covered trip outside the province of residence, subject to a combined maximum of \$1,000 (\$400 for Baggage Delay).

Benefits

- 1. <u>Personal effects</u> The actual cash value or \$500, whichever is less, in respect of any one item or set of items. For the purpose of calculating the maximum, the following items are grouped in categories, and each category is considered, pursuant to the policy, as a single article:
 - a) Jewellery: jewellery, watches, silver, gold or platinum items,
 - b) Sport equipment,
 - c) Photography equipment: cameras and photography equipment, video cameras and video or audio equipment.
- Lost or stolen documents (document replacement) This benefit covers expenses to replace passport, driver's license, birth certificate or travel visa in case these documents are lost or stolen, up to a maximum of \$200.
- 3. <u>Baggage delays</u> In the event checked baggage is delayed by the carrier for 12 hours or more while en route and before returning to the point of departure, Medavie Blue Cross will reimburse a maximum of \$400, for the purchase of necessary toiletries and clothing. Proof of delay of checked baggage from the carrier along with receipts of purchases must accompany the claim upon presentation to Medavie Blue Cross when returning from the trip.

Conditions Particular to this Coverage

- 1. Where loss is due to theft, burglary, vandalism, fire or disappearance, the Participant must notify the police upon discovery of the loss. Failure to report the said loss to the authorities invalidates any claim under this benefit for such loss.
- 2. In the event of loss, the Participant must notify Medavie Blue Cross as promptly as possible and take all reasonable precautions to protect, safeguard or recover his property and must also promptly notify the police and obtain from them written confirmation regarding such loss. The Participant must obtain written confirmation from the hotel manager, tour guide or transportation authorities. He must furnish proof of loss or damage and value with a sworn statement within 90 days of the date of loss. Failure to comply with these conditions invalidates claims under this benefit.
- 3. If the covered property is checked with a public carrier and delivery is delayed until after expiry of the coverage, coverage will continue until such property is delivered by the public carrier. If, after a reasonable period of time, property lost by the public carrier is not found, any claim will be adjusted and paid.
- 4. Medavie Blue Cross reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the actual cash value of such property at the time of loss or damage.
- 5. The total benefits paid to the Participant from all sources cannot exceed the actual expenses incurred.

Exclusions and Limitation for Baggage/Personal Effects Benefit

The benefits are reduced or not payable in the event of or with regard to:

- 1. Loss or damage to jewellery, cameras, camera equipment, video cameras, video or audio equipment and sport equipment while held by a bus, taxi, train, boat, airplane or other vehicle.
- 2. Loss or damage due to confiscation or damage by order of any government or public authority, or to illegal transportation or trade, war demonstration or insurrection or hostilities between nations (whether or not war is declared).
- 3. Loss or damage caused by wear and tear, gradual deterioration, moths or vermin or while the article is actually being worked upon or processed.
- 4. Theft from an unattended automobile, trailer or other vehicle, unless such vehicle was securely locked or was equipped with a closed compartment which was securely locked and the theft occurred as a result of forcible entry (of which there must be visible marks).
- 5. Loss or damage caused by any imprudent action or omission by the Participant.
- 6. Loss or damage to any article specifically covered under any other insurance contract at the time this benefit is in effect.
- 7. Expenses for which no charge would normally be made in the absence of insurance.
- 8. Committing, or attempting to commit an illegal or criminal act; property illegally acquired, kept, stored or transported.
- 9. Labour disruptions or strikes (legal or illegal).
- 10. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
- 11. Money and currency (including any form thereof) credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, art objects, antiques, household effects.

Filing a Claim

Trip Cancellation and Interruption

All claims under this benefit provision are subject to approval by Medavie Blue Cross and must be accompanied by the following, if applicable:

- proof of eligible expenses incurred, including unused transportation tickets, official receipts for alternate transportation and travel credits;
- documentary evidence acceptable to Medavie Blue Cross that an eligible risk was the cause of the cancellation, interruption or prolongation; and
- for eligible risks relating to:
 - delay due to a traffic accident, a police report may be required; or
 - cancellation, interruption or prolongation due to an emergency illness or injury, there
 must be a medical certificate from the attending physician that confirms the diagnosis
 and that the emergency illness or injury was serious enough to require cancellation,
 interruption or prolongation of the trip.

Baggage/Personal Effects Benefits

Claims for loss, damage or delay of baggage, or lost or stolen documents, are subject to approval by Medavie Blue Cross and must be accompanied by the following documentation:

- for lost baggage or documents, written confirmation from the hotel manager, tour guide or transportation authority;
- for stolen baggage or documents, proof of notification of the police and corresponding written confirmation regarding the loss; and
- for delayed baggage, proof of the delay from the carrier and all receipts for items purchased.

Claims will be administered by the Blue Cross plan in the covered employee's province of residence.

Claim forms can be obtained from Medavie Blue Cross by calling or emailing (See contact information below).

Medavie Blue Cross Contact Information

Toll-free Customer Information Line: **1-800-667-4511 (ask for Travel Claims)** Email: **travel.claims@medavie.bluecross.ca**

AN OVERVIEW OF YOUR GROUP COVERAGE – STATUTORY CONDITIONS

Notwithstanding any other provisions herein contained, this policy, where applicable, is subject to the statutory conditions or policy conditions in the Insurance Act respecting contracts of accident and sickness insurance in your province of residence.

The Contract

The application, this policy, any endorsement or rider attached to this policy when issued, and any amendment to the contract after the policy is issued constitutes the entire contract, and no agent has the authority to change the contract or waive any of its provisions.

Administration

The Policyholder and Participant must provide the Plan Administrator, Johnson Inc., with all information needed by Medavie Blue Cross for the purpose of calculating rates and administering claims payment services for this coverage.

The Policyholder and Participant must ensure all information provided to Johnson Inc. is accurate, complete and timely. Medavie Blue Cross is not liable for any payments made as a result of inaccurate, incomplete or untimely information. Medavie Blue Cross may recover from the Participant, or organization, any payments made on that basis.

Medavie Blue Cross may request to review all relevant records and files held by the Johnson Inc. to verify Employee participation, amounts of coverage and premium amounts to be paid.

Applicable Law

The benefits, terms and conditions of this policy shall be governed by the insurance laws of the province or territory in Canada where the Participant normally resides.

Conformity with Existing Laws

Any provision of this policy which is in conflict with any federal, provincial or territorial law of the Participant's place of residence is hereby amended to conform with the minimum requirements of that law.

Coordination of Benefits

Benefits payable under this policy shall be coordinated with any other coverage(s) and are payable in excess of all other benefits in effect on the Participant's behalf, so that payment under this policy and any other plan, including but not limited to the Participant's provincial government plan, individual or group policy, credit card coverage or other insurance, shall not exceed 100% of the eligible charges incurred.

Right of Recovery

In the event of a payment under this policy, Medavie Blue Cross has the right to proceed In the name of any Participant against third parties who may be responsible for giving rise to a claim under this policy. Medavie Blue Cross has full rights of subrogation. The Participant(s) will execute and deliver such documents, and fully cooperate with Medavie Blue Cross, so as to allow Medavie Blue Cross to fully assert Its rights to subrogation. The Participant(s) will not do anything after the loss to prejudice such rights.

AN OVERVIEW OF YOUR GROUP COVERAGE – STATUTORY CONDITIONS

Benefit Maximums

All individual benefit maximums stated within this policy are expressed in Canadian currency.

Assignment of Benefits

When the Participant receives services as the result of injuries, suffered in whole or in part, due to the fault or neglect of another party, or suffers a loss covered under this policy, Medavie Blue Cross agrees to make payment for the eligible benefits of this policy. Medavie Blue Cross shall, upon making any payment or assuming liability for benefits under this policy, be subrogated to all rights of recovery of the Participant in respect of such benefits and may commence or assume legal proceedings in the name of the Participant to enforce its rights of subrogation.

The Participant shall sign any further documentation, as reasonably requested by the Company from time to time, to give effect to the provisions of this section of the policy and to secure its rights of subrogation.

The Participant will make no representations nor take any actions which might jeopardize Medavie Blue Cross' rights of subrogation or possible recovery.

Where the Participant receives reimbursement, in whole or in part, in respect of benefits or payments made or provided or liability assumed by Medavie Blue Cross from a third party or other coverage(s), Medavie Blue Cross has the right to recover payment for such reimbursement from the Participant. Where the net amount recovered, whether by legal proceeding, settlement, subrogated action, or reimbursement from a third party or other coverage(s) is not sufficient to provide complete indemnity for the loss or damage suffered by the Participant, the amount so recovered shall, after deduction for the cost of recovery, be divided between the Medavie Blue Cross and the Participant in the proportion in which the loss or damage has been borne by them.

Limitation Periods for Legal Action

Every action or proceeding against an insurer (i.e. Medavie Blue Cross) for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act.

Where legislated, you have the right to request a copy of any written statements or other records provided to Medavie Blue Cross. All the requests for copies of documents should be directed to Medavie Blue Cross.



Johnson Inc. 137 Venture Run, Suite 200 Dartmouth, Nova Scotia B3B 0L9

Toll free: 1-800-453-9543 Fax: 902-453-8539 Email: <u>nstu@johnson.ca</u>

DEFINITIONS

Accident shall mean a sudden, fortuitous and unforeseeable event resulting directly and independently of all other causes in bodily injury to the Participant. Such injury must have been inflicted solely by external means that were violent in nature and unintended by the Participant.

Caregiver means a person you have entrusted with the care of your dependent children on a permanent, full-time basis and whose services cannot be reasonably be replaced.

Covered Trip means the travel arrangements which you have purchased and paid for, which commence on the date of your departure from your province or territory of residence and end when you return to your province of residence.

Emergency Illness, or **Injury**, means the occurrence of an unexpected and unforeseen sickness or injury while on a covered trip that requires immediate medical treatment for the relief of acute pain or suffering and such medical treatment cannot be delayed until your return to your province of residence.

Hospital shall mean an institution established under the Health Services and Social Services Act to provide short term, acute care, with the exception of any part of such institution intended for long term care.

The term Hospital shall not include Hospitals for the mentally ill, nor treatment for drug or alcohol addiction, nor long term care Hospitals, nor Hospitals specialized in the treatment of tuberculosis, nor sanatoriums, nor community centres, nor rest homes, nor retirement homes, nor health spas, nor dispensaries, nor any facility or part thereof set up to provide nursing care.

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

Immediate Family means your mother, father, sibling, dependent child, spouse, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law who is a permanent resident of Canada.

Medically Necessary shall mean a health care service or supply provided or prescribed by a Health Care Professional to prevent or treat an injury, disease or Disability and will be considered Medically Necessary if it is:

- consistent with the treatment of symptom(s) or diagnosed injury, disease, or Disability, and recognized as accepted medical practice,
- not primarily provided or prescribed for convenience,
- the most appropriate, safe and cost effective service or supply, and/or
- cannot be delayed until your return to your province of residence in Canada.

Minor Ailment means any sickness or injury which does not require the use of medication for a period greater than 15 days, more than one follow-up visit to a physician, hospitalization, surgical intervention, or referral to a specialist, and which ends at least 30 consecutive days prior to the departure date. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

Participant shall mean you or one of your dependents who is covered under this policy.

DEFINITIONS

Physician shall mean a medical doctor (M.D.) legally authorized to practice medicine in the area where the medical services are provided and licensed to prescribe and administer medical treatment and drugs within the scope of their licence. In all instances a person may not be a relative of the Participant nor reside with him to be considered a Physician for the purposes of this policy.

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

Travelling Companion means the person who is sharing prepaid travel arrangements with the Participant, including accommodation and transportation. A maximum of three persons will be considered your travel companions.

You and **Your** means any one of the Participant or the Participant's spouse or dependent child(ren) covered under the policy and for whom the NSTU Group Insurance Trustees has paid the required premium.

PRIVACY PROTECTION PRACTICES

In the course of providing customers with quality health and travel coverage, Medavie Blue Cross acquires and stores certain personal information about its clients and their dependents. The purpose of this document is to keep you informed about Medavie Blue Cross' privacy protection practices.

Protecting personal information is not new to Medavie Blue Cross. Ensuring the confidentiality of client information has always been fundamental to the way we do business and our staff understands that the privacy policies and procedures we have in place to ensure confidentiality are to be taken very seriously.

What is personal information?

Personal information includes details about an identifiable individual and may include name, age, identification numbers, income, employment data, marital and dependent status, medical records, and financial information.

How is your personal information used?

Your personal information is used:

- to provide the services outlined in your policy or the group policy of which you are an eligible member,
- to understand your needs so that we can recommend suitable products and services, and
- to manage our business.

To whom could this personal information be disclosed?

Depending on the type of coverage you carry with us, release of selected personal information to the following may be necessary in order to provide the services outlined in your policy:

- other Canadian Blue Cross organizations in order to administer your benefit plan if you reside outside the Atlantic Provinces, Quebec or Ontario,
- specialized health care professionals when necessary to assess benefit or product eligibility,
- government and regulatory authorities in an emergency situation or where required by law, other third parties, on a confidential basis, when required to administer the benefits outlined in your contract or your group's policy, and
- the plan member of any policy under which you are a participant.

We do not provide or sell personal information about you to any outside company for use in marketing and solicitation. Personal information about you or your dependents is not released to a third party without permission unless necessary to fulfill the services Medavie Blue Cross is contracted to provide to you.

To ensure Medavie Blue Cross and Johnson Inc. are able to provide you with the best possible service, it is important that the personal information we use is accurate and up to date. You can help by keeping us informed of changes of address, marital status and the addition or deletion of dependents. Should you become aware of errors in our information about you, please contact our customer service personnel and we will ensure the data is corrected.

PRIVACY PROTECTION PRACTICES

By becoming a customer or filing a claim for benefits, you are agreeing to allow your personal information to be used and disclosed in the manner outlined above. If you prefer that we not use or disclose your personal information in those situations where it is not necessary to administer your benefit plan, please visit our website or write to us at the address provided.

Please note that not allowing Medavie Blue Cross to use information about you may mean we may not be able to provide you with certain products or services that may be of use to you.

For more information on Medavie Blue Cross' privacy policy, contact us using one of the following:

www.medavie.bluecross.ca

Atlantic Provinces: 1-800-667-4511 Ontario: 1-800-355-9133 Quebec: 1-888-588-1212 From anywhere in Canada: 1-888-873-9200

Chief Privacy Officer Medavie Blue Cross Risk Management Group 644 Main Street PO Box 220 Moncton, NB E1C 8L3

or

privacyofficer@medavie.bluecross.ca

If the issue is not resolved to your satisfaction, you may file a complaint in writing to:

Office of the Privacy Commissioner of Canada 112 Kent Street Ottawa, ON K1A 1H3