



**ACCIDENT
MEDICAL
EXPENSE
INSURANCE**
Insurance Contract

INSURER

Humania Assurance inc.

1555 Girouard Street West, P.O. Box 10000, Saint-Hyacinthe, QC J2S 7C8

Customer Service: 1-800-773-8404

Email: clients@humania.ca

Website: www.humania.ca

Name of contract owner(s):

Name of person(s) insured:

Contract number:

Contract start date:

Summary of Coverages

Accident Medical Expense Insurance

PROTECTIONS

This contract reimburses the covered medical expenses without exceeding ten thousand dollars (\$10,000) for the life of the contract.

COVERED EXPENSES

Covered expenses	Indemnity	Maximum
Ambulance service <ul style="list-style-type: none">• Transportation by ambulance to the nearest hospital	Unlimited	
Hospitalization <ul style="list-style-type: none">• Hospitalization in a semi-private room in a hospital• Hospital parking	100% Up to \$25/day of hospitalization	
Convalescent home <ul style="list-style-type: none">• Convalescent home	Up to \$100/day	60 days per contract year
Health professionals <ul style="list-style-type: none">• According to the list of health professionals in the contract	Up to a maximum of \$40 per treatment	15 treatments per contract year
Nurse <ul style="list-style-type: none">• Nurse or auxiliary nurse	Unlimited	
Home care <ul style="list-style-type: none">• Home care services provider	Up to a maximum of \$60/day	30 days per contract year
Diagnostics services and laboratory fees <ul style="list-style-type: none">• Diagnostics services and laboratory fees• X-rays done by a chiropractor	Up to a maximum of \$1,000 Up to a maximum of \$40	Per contract year Per contract year

Covered expenses	Indemnity	Maximum
Initial prostheses		
• Hearing aid	Up to a maximum of \$500	1 per ear
• Ocular prosthesis and artificial limbs	Unlimited	1 per limb
• Hair prosthesis	Up to a maximum of \$250	1 per cancer
• Breast prosthesis	Up to a maximum of \$200	1 per breast
Orthotics and prosthetics		
• Orthopedic shoes	Up to a maximum of \$200	Per contract year
Medically prescribed supplies		
• Compression socks	Up to a maximum of \$50	Per contract year
• Plaster casts, slings and hernia belts; arm, hip and leg braces; rib belts and corsets	Up to a maximum of \$1,000	Per contract year
• Purchase of crutches, a cane, a walker, a manual wheelchair, a manual hospital bed	Unlimited	
• Ostomy supplies	Unlimited	
Other		
• Dental care	\$500 per tooth	
• Medical expenses outside Canada	Up to \$10,000	For the duration of the contract

Your monthly payment, due on the X of each month, is:

\$X

Your payment amount is not guaranteed (see Question 8 in your contract for more information).

CONTRACT START DATE: _____

We encourage you to carefully read annexes A - Information about your Application for Insurance and B - Your Insurability Questionnaire to make sure the answers are accurate and complete. You must notify us of any necessary corrections. In case of doubt, contact Humania Assurance.

By completing your Application for Insurance, you declare that all your answers are accurate and complete. Your contract is issued on the basis of the information you provide us and may be cancelled by Humania Assurance if any information is inaccurate.

Introduction

Useful information for reading *your* contract

PARTS OF THE CONTRACT

The following are all part of this insurance contract:

- *Your* Summary of Coverages;

- The various sections of *your* contract:
 - Introduction (this page);
 - Table of Contents;
 - Section A:
 - *Accident* Medical Expense Insurance;
 - Section B - Definitions;
 - Section C - Statutory Conditions;
 - Section D - General Conditions.

- *Your* Application for Insurance:
 - Appendix A - Information about *your* Application for Insurance;
 - Appendix B - *Your* Insurability Questionnaire.

The insurance contract should be read as a whole. Consequently, clauses should be interpreted as they relate to each other and considering the entire contract.

TABLE OF CONTENTS

You can refer to the table of contents to see how this contract is structured and locate specific information.

DEFINITIONS

The words and expressions written in *italics* are explained in Section B of this document.

EXAMPLES

Several examples are provided to help you understand this contract. They are identified by text boxes. Attention! These examples are simplified scenarios intended to help illustrate a principle of insurance and should not be taken at face value.

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Section A

Accident Medical Expense Insurance

Question 1 - What are the covered expenses in the event of an accident?

"COVERED EXPENSES"

Your contract reimburses certain expenses incurred in the event of an accident, up to \$10,000 per lifetime of each person insured for all covered expenses. The covered expenses must be incurred for a person insured.

The covered expenses are the following:

Ambulance service:

- The cost of transportation by ambulance to the nearest hospital equipped to treat your health condition; from hospital to hospital; and from the hospital to your home, if necessary.

Hospitalization:

- The cost of a semi-private room in a hospital;
- Parking or transportation costs, to a maximum of \$25 per day of the person insured's hospitalization.

Convalescent home:

- The cost of staying in a convalescent home on a physician's recommendation, to a maximum of \$100 per day, for a maximum duration of 60 days per contract year.

Healthcare professionals:

- The fees charged by the following professionals: chiropractor, speech language pathologist, osteopath, psychologist, podiatrist, sexologist, physiotherapist, naturopath, acupuncturist, orthotherapist, homeopath, kinesiotherapist, dietitian, or hearing and speech therapist, up to a maximum of \$40 per treatment, for a maximum of 15 treatments per contract year for all of these professionals.

Alice's Accident Medical Insurance contract takes effect on April 1, 2019.

To receive treatment for an injury due to an accident, Alice can go see any of the professionals mentioned above, up to a maximum of 15 visits between April 1, 2019, and March 31, 2020.

Starting on April 1, 2020, the maximum number of visits resets to 15, to be used by March 31, 2021.



Nurse:

- The costs of a nurse or an auxiliary nurse, on the recommendation of a physician.

Homecare:

- When the person insured is incapable of performing two of the six activities of daily living, the costs of a homecare services provider, on the recommendation of a physician, following a hospital stay or a day surgery, up to a maximum of \$60 per day, for a maximum of 30 days per contract year.

Diagnostic services and laboratory fees:

- The costs of diagnostic services and laboratory fees, on the recommendation of a physician, with the exception of the costs related to medical imaging, computed tomography (CT scan) and magnetic resonance imaging (MRI), up to a maximum of \$1,000 per contract year;
- The cost of X-rays done by a chiropractor, up to a maximum of \$40 per contract year.

Initial prosthetics:

- The cost of a hearing aid, up to a maximum of \$500;
- The cost of an ocular prosthesis and artificial limbs;
- The cost of a hair prosthesis following chemotherapy treatments, up to a maximum of \$250;
- The cost of a breast prosthesis, up to a maximum of \$200.

Orthotics and prosthetics:

- The cost of orthopedic shoes, including orthotics, prosthetics and arch supports, on the recommendation of a physician, up to a maximum of \$200 per contract year.

Medically prescribed supplies:

- The cost of compression socks, up to a maximum of \$50 per contract year;
- The cost of plaster casts, slings and hernia belts; arm, hip and leg braces; rib belts and corsets, provided they are essential for spinal support, up to a maximum of \$1,000 per contract year, for all of these items;
- The cost of renting or purchasing, at the choice of Humania Assurance, crutches, a cane, a walker, a manual wheelchair, a manual hospital bed;
- The cost of ostomy supplies.

Dental care:

- the fees charged by a dental surgeon, to repair or replace healthy natural teeth damaged in an accident, up to a maximum of \$500 per tooth.

Charles breaks three teeth in a motorcycle accident. Prior to the accident, two of the teeth were healthy, but the third had undergone a root canal. The repair of the two healthy teeth is a covered expense. He is eligible for reimbursement up to a maximum of \$500 per healthy tooth, i.e., a maximum of \$1,000.

Charles has a cavity. The cavity repair is not a covered expense, since his cavity was not caused by an accident.



Medical expenses outside of Canada:

Medical, surgical and hospital expenses incurred by the person insured and required by the latter as a result of an accident that happened outside of Canada, during a temporary stay not exceeding 183 days.

Question 2 - What is an accident?

"ACCIDENT"

The contract defines an accident as:

- an event occurring during the term of your contract;
- due to external, violent, sudden or unexpected causes; and
- independant of your control and of any deliberate act.

The covered expenses must be made necessary as the result of an accident.

Expenses beginning more than 90 days after an accident or ongoing for more than three years after an accident are not covered.

Roger opted for an Accident Medical Insurance contract.

Example 1

While cleaning out his basement, Roger picks up a heavy box and injures his back.

He needs to be hospitalized for treatment and pays for a semi-private room.

There was no accident since there were no external, violent, sudden or unexpected causes. Roger also chose to lift the box intentionally. He will not be reimbursed for the cost of his semi-private room.

Example 2

Roger slips on some ice while taking a walk in the park. He takes a bad fall and hurts his back.

- Scenario 1: Roger is hospitalized for treatment the day after his fall. He pays for a semi-private room.

This is a covered expense made necessary as the result of an accident. Roger's fall was unintentional.

- Scenario 2: Roger waits 95 days before going to the hospital, where a doctor decides to admit him for treatment. He pays for a semi-private room.

He will not be reimbursed for the cost of his semi-private room. The period between the accident and the covered expenses was longer than 90 days.



Question 3 - What exclusions and restrictions apply?

A - "EXCLUSIONS"

Expenses that begin more than 90 days after an accident or ongoing for more than three years after an accident are not reimbursed;

Expenses incurred during or as a result of a period during which the person insured is incarcerated in a penitentiary or a government detention centre are not reimbursed.

No reimbursement is payable for expenses that result from:

- an event that is not an accident;
- an attempted suicide or intentionally self-inflicted injury or mutilation, whether the person insured is sane or insane;
- air travel, except if the person insured is a paying passenger on a commercial airline;
- service, whether or not as a combatant, with armed forces engaged in surveillance, training, peacekeeping, insurrection, war (whether or not declared) or any related act, or participation by the person insured in a popular uprising;
- participation by the person insured in the commission or attempted commission of an unlawful act or crime;
- driving a motor vehicle or piloting a boat while under the influence of drugs or while his or her blood alcohol concentration exceeds the legal limit;
- drug addiction, alcoholism, alcohol abuse, or the use of hallucinogens, drugs or narcotics;
- plastic surgery or surgery not required by the person insured's health condition, and any complication resulting therefrom;
- training for or participation in professional sports or motor vehicle speed contests;
- an injury obtained during the practise of any high-risk activity, including, but not limited to: bungee jumping, freestyle skiing or snowboarding, heliskiing or heliboarding, ski jumping, sky diving, hang gliding, sky surfing, street luge, skeleton, mountaineering or rock climbing with or without ropes, and participation in rodeos or ultimate fighting competitions;
- experimental treatments and treatments involving the use of new procedures or therapies that are not yet in mainstream use;
- a pregnancy, delivery or miscarriage occurring during the first nine months of the contract;
- health care, prosthetics, orthotics or supplies prescribed or offered by a healthcare professional who has a family or business relationship with the person insured or the contract owner;
- health care, prosthetics, orthotics or supplies used to practise a sport;
- an accident that occurred during a stay longer than 183 days outside of Canada.

Question 4 - Can I also be reimbursed by a government plan or another insurance contract?

“LIMITATION IN THE CASE OF REIMBURSEMENT FROM OTHER SOURCES (INTEGRATION)”

Yes, you can be covered by a government plan or by more than one insurance contract. If this is the case, Humania Assurance will pay the portion of the covered expenses that were not reimbursed by other sources.

If you are not eligible for a government health insurance plan in Canada, Humania Assurance will not reimburse any amount beyond what you would have charged if you were covered under a government plan.

Marie is no longer covered by her province's health insurance plan. She is hospitalized in Canada. The cost of her semi-private room is \$5,000. Had she been covered by her provincial plan, her semi-private room would have cost \$600. Humania Assurance will reimburse her \$600.



Question 5 - How long can I be covered by my contract?

"DURATION"

As long as you make your payments, the person insured is covered up until the last day before the contract anniversary following your 80th birthday. The contract automatically renews each year, with the same coverages in effect.

Martine purchased an Accident Medical Insurance contract when she was 56 years old. If she continues to make her monthly payments on time, her contract could terminate on the contract anniversary following her 80th birthday. She will turn 80 on July 17, 2044. Assuming her contract started on October 10, her contract will end on October 9, 2044.



Question 6 - When does my contract end?

"TERMINATION OF CONTRACT"

- Your insurance contract will end on the earliest of the following dates:
 - The date that Humania Assurance receives a written cancellation request from the contract owner;
 - The expiration date of the payment grace period, when a payment is not made, as specified in **Question 7 - How do I make my payments and what happens if I'm late with a payment?**
 - The date of death of the person insured;
 - The day before the contract anniversary following the 80th birthday of the person insured.

François is the owner of an Accident Medical Insurance contract. He decides to cancel his contract and sends a written request to Humania Assurance to terminate his contract. His contract will end on the date on which his written request is received by Humania Assurance.



Question 7 - How do I make my payments and what happens if I'm late with a payment?

"TERMS OF PAYMENT"

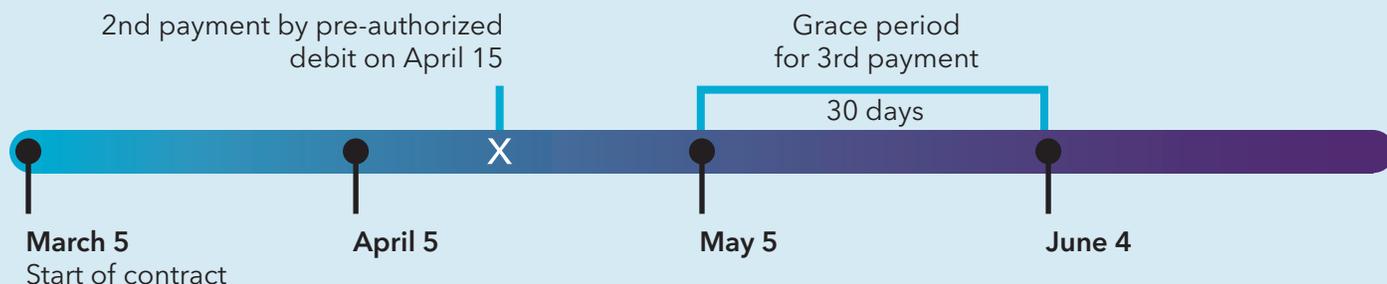
- Payments for this insurance must be made monthly by pre-authorized debit or credit card as selected by the contract owner.
- If your financial institution refuses the payment, it will not be made.
- In the case of a late payment, a grace period of 30 days is granted. This means you have up to 30 days after the date up until which your insurance has been paid to make your payment. You remain insured during this 30 day period. The payment due will be deducted from any reimbursement of medical expenses payable by Humania Assurance.
 - If, after the end of the grace period, the payment has not been made, the insurance contract will end. A new application will then have to be submitted in order to obtain coverage again.

Mary's contract starts on March 5. She makes her first monthly payment on that date. This first payment provides her with coverage from March 5 to April 5. Her grace period for her second payment runs from April 5 to May 5. Therefore, her next payment will have to be made before May 5 for her to keep her contract.



Mary decides to set up pre-authorized debits from her bank account on the 15th of each month. Her second monthly payment is made on April 15 by pre-authorized debit. This payment provides her with coverage up until May 5. Her grace period for her third payment runs from May 5 to June 4. Therefore, her next payment will have to be made by June 4 in order for her to keep her contract.

If she does not make her payment on time, by June 4, her contract will end. Mary will have to submit a new application for insurance. The amount of her payments may increase or she may no longer be eligible for coverage.



Question 8 - When could my payment amount change?

“GUARANTEE”

- The amount of the payment that you must make to *Humania Assurance* is not guaranteed.
- This means that *Humania Assurance* may modify the payment amount once a year, if necessary. For example, the payment may increase if the number of reimbursements paid to all *Accident* Medical Insurance clients is higher than the forecasts used to establish the payment amount.
- Whether or not you submit a claim has no direct impact on your new payment amount. When necessary, adjustments are made for a group of contracts with similar specifications.

Question 9 - Who does what?

"PERSON INSURED, CONTRACT OWNER AND BENEFICIARY"

- The person insured is the person who is covered by the Accident Medical Insurance contract. If covered expenses are incurred by the person insured as a result of an accident, these will be reimbursed.
- The contract owner is the person who owns the insurance contract. He or she has the right to change the beneficiary and the payment method, and to cancel the contract. There may be more than one contract owner. In this case, any request to change the contract must be approved by all the contract owners.
- The beneficiary is the person who receives the reimbursements. By default, the beneficiary is the contract owner.
- You can refer to your Application for Insurance to see who is the person insured, the beneficiary and the contract owner. Please note that these individuals may change if the contract owner submits the applicable form to Humania Assurance.

A person can be the contract owner, person insured and beneficiary all at the same time. For example, if Martine insures herself under an Accident Medical Insurance contract, she will be the person insured, the contract owner and the beneficiary all at the same time.



Question 10 - How do I submit a claim?

"SUBMITTING A CLAIM"

- To submit a claim, you must fill out a claim form, attach the receipts for the costs incurred and the prescription from the physician, as needed, and submit everything to us.
- You will find the claim form, our contact information and the instructions on the Humania Assurance website (www.humania.ca).
- You can contact Customer Service any time at 1-800-773-8404 if you need assistance.

If you are submitting a claim for a dependent child age 21 or older, who is a full-time student, you must attach proof of registration at an academic institution.

To speed up processing, make sure your claim is complete. You must pay any fees required to obtain this information.

Section B

Definitions

The terms in *italics* throughout this contract are defined as follows:

Accident

An event

- occurring during the term of the contract;
- due to external, violent, sudden or unexpected causes; and
- independent of the *person insured's* control and of any deliberate act.

Activities of daily living

Set of day-to-day actions carried out by a person in relation to eating, getting dressed, moving around, bathing, going to the bathroom, and being continent:

- Eating: Ability to consume foods that have been cooked and served to them, with or without the aid of adapted utensils;
- Getting dressed: Ability to put on or take off the necessary articles of clothing, including orthotics, artificial limbs, or other surgical prosthetics;
- Moving around: Ability to move around outside of a bed, chair or wheelchair, with or without the aid of assistive devices;
- Bathing: Ability to wash themselves in a bathtub or shower, or with a bath mitt, with or without the aid of assistive devices;
- Going to the bathroom: Ability to get to and from the bathroom, and to ensure their personal hygiene;
- Being continent: Ability to manage bowel and urinary function, with or without protective undergarments, so as to maintain a level of personal hygiene compatible with good general health.

Beneficiary

The beneficiary is the person who receives the reimbursements. By default, the beneficiary is the *contract owner*.

Contract owner

The contract owner is the person who owns the insurance contract. He or she has the right to change the *beneficiary* and the *payment* method, and to cancel the contract.

Contract year

Each period of 12 months following the contract start date.

Convalescent home

An institution located in Canada that provides 24/7 onsite care by a licensed nurse, auxiliary nurse or *physician*.

Covered expenses

The covered expenses are described in **Question 1 - What are the covered expenses in the event of an *accident*?**

Homecare services provider

A person who does not live with the *person insured*, who works, in exchange for compensation, for a cooperative or an incorporated or registered agency specializing in homecare, as well as any self-employed worker on contract for said cooperative or agency.

Hospital

Any short-term health care institution considered to be a hospital by the applicable Canadian federal or provincial authorities, not including the long-term care unit (the beds at that institution that are used by patients who are convalescing or suffering from a chronic disease).

The following are not considered a hospital: a clinic, a nursing home, an institution whose services consist primarily of rehabilitation or sitting services, even if this institution is part of or affiliated with a hospital.

Hospitalization

A stay by a person insured in a hospital, as an inpatient, further to an admission request by a physician, for a period of at least 18 hours.

Humania Assurance or insurer

Humania Assurance Inc., having its head office at 1555 Girouard Street West, P.O. Box 10000, Saint-Hyacinthe, Quebec J2S 7C8.

Payment

The amounts paid to Humania Assurance to obtain and maintain the insurance coverages.

Person insured

The person insured is the person who is covered by the Accident Medical Insurance contract. If covered expenses are incurred by the person insured as a result of an accident, these will be reimbursed.

Physician

Any person legally authorized to practise medicine in Canada within the scope of his or her medical degree (MD), and who does not have a family or business relationship with the person insured or the contract owner.

You, Your

Refers to the person insured, the contract owner or the beneficiary, depending on the context. For more details on each of these roles, please refer to **Question 9 - Who does what?**

Section C

Statutory Conditions

An insurance contract is highly regulated. In order to protect consumers, most provinces and territories require insurers to have specific clauses which must be included as is in an insurance contract. Here are these mandatory clauses:

(Note that if your contract includes Accident Medical Insurance, any reference to an illness does not apply to you.)

The contract

Sections A to D of this contract, your Application for Insurance, and any amendments to the contract agreed upon in writing constitute the entire contract, and agent has authority to change the contract or waive any of its provisions.

The insurer is required, upon request, to provide the contract owner or a claimant under the contract with a copy of the Application for Insurance.

Material facts

No statement made by the person insured at the time of application for this contract shall be used in defence of a claim under or to void this contract, unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and proof of claim

The person insured, the contract owner or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a) give written notice of claim to the insurer:
 - (i) by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
 - (ii) by delivery thereof to an authorized agent of the insurer in the province;no later than thirty (30) days from the date a claim arises under the contract on account of an accident or an illness;
- b) within ninety (90) days from the date a claim arises under the contract on account of an accident or illness, furnish to the insurer such proof as is reasonably possible in the circumstances of the occurrence of the accident or the commencement of the illness, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary, if relevant;
- c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident or illness for which claim may be made under the contract.

Failure to give notice or proof

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:

- a) 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 illness if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed;
- b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Insurer to furnish claim forms

The insurer shall furnish claim forms to any contract owner or claimant upon request. However, if a claimant has not received the forms within fifteen (15) days, the claimant may submit proof of claim in the form of a written statement outlining the cause or nature of the accident giving rise to the claim and the extent of the loss.

Right of examination

As a condition precedent to the recovery of insurance money under this contract:

- a) the claimant shall afford to the insurer an opportunity to examine the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of the death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Claims

Any benefit payable by the insurer under this contract shall be paid within sixty (60) days after it has received any document or information required.

Prescription

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act or any other applicable statute.

Section D

General Conditions

Contract start date

This insurance contract takes effect from the start date of your contract as shown in the **Summary of Coverages**, provided the first payment has been made.

Grace period

There is no grace period for the first payment, as it must be made for the insurance contract to take effect. If Humania Assurance does not receive the first payment when due, this contract will be treated as if it had never been issued.

A grace period of 30 days is granted for other payments. If the payment has not been made after the grace period, the contract will no longer be in effect and will terminate without value.

If a covered expense is incurred during the grace period, any payment due will be deducted from the benefit paid by Humania Assurance.

Dividends and cash value

The contract owner is not eligible to receive dividends under this insurance contract. This insurance contract has no cash value.

Disclosure

The person insured, the contract owner and the beneficiary are required to cooperate fully with Humania Assurance and shall disclose to Humania Assurance in the application and any written statements or answers given as evidence of insurability, in the claim and in the event of covered expenses following an accident, every fact within their knowledge that is material to the insurance and is not disclosed by the other.

The person insured, the contract owner and the beneficiary shall also sign any form or other document allowing Humania Assurance to obtain any information it deems relevant.

Subject to the provisions of this contract pertaining to incontestability and inaccurate age, a failure to disclose or a misrepresentation of such a fact in the application or in any written statements or answers furnished as evidence of insurability shall render this contract voidable by Humania Assurance.

Incontestability

Where this contract has been in effect continuously for two years with respect to a person insured, a failure to disclose or a misrepresentation of a fact with respect to that person does not, except in the case of fraud, render the contract voidable by Humania Assurance.

Inaccurate age

If, because of an error or otherwise, the age communicated to Humania Assurance to establish this contract is inaccurate, Humania Assurance may not void this contract. However, the reimbursements payable will be adjusted to reflect the true age of the person insured.

Waiver

Humania Assurance shall not be deemed to have waived a condition contained in this contract, either wholly or partially, unless such waiver is clearly expressed in a written instrument signed by Humania Assurance.

Change of beneficiary

Subject to compliance with requirements of applicable law, the contract owner may at any time designate, change or revoke a beneficiary. For a change of beneficiary to be recognized, Humania Assurance must receive written notice of that change.

Humania Assurance bears no responsibility with respect to the validity of a beneficiary designation.

Reimbursement

No cheque in reimbursement of payments will be issued for amounts of less than \$20.

Currency

Any payment made under the provisions of this contract will be made in the legal currency of Canada.

Right of cancellation

The contract owner may obtain cancellation of this contract, within fifteen (15) days after its reception or within 60 days after the contract start date. When a written and signed cancellation request is received by Humania Assurance within these periods, any premium collected under the contract will be reimbursed to the contract owner.

Compliance with the law

Any provision of the contract that, at the contract start date, does not comply with applicable legislation in the province where the contract was issued will be amended so as to meet the minimum requirements of that legislation.