

# CAFII Travel Medical Insurance Working Group Results

## *Proposed Language for Limitations and Exclusions*

April 12, 2016



Making Insurance Simple and Accessible for Canadians  
Rendre l'assurance simple et accessible pour les Canadiens

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## Summary Table of Limitations and Exclusions

Item	Limitation or Exclusion
1.	Misrepresentation
1a.	Misrepresentation of your health/medical information
1b.	Misrepresentation of facts other than your health/medical information (e.g. Government Health Insurance Plan coverage)
1c.	Incorrect Date of Birth and as a result the client avoided completing the medical questionnaire
2.	Receiving Emergency medical treatment from a non-approved medical service provider or proceeding with investigation, treatment or surgery without our pre-approval and which we do not consider <i>Emergency</i> medical treatment
2a.i	<i>Emergency</i> medical treatment from a non-approved medical service provider
2a.ii	<i>Emergency</i> medical treatment once fit to transfer to another treatment facility
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5.	Recurrence or ongoing treatment once medically fit to travel
6.	Intentional self-harm, suicide
7.	Criminal Act
8.	Abuse of alcohol, drugs or intoxicants
9.	Non-compliance to prescribed medical treatment (specify if applies to pre & post departure)
10.	Complications of pregnancy, child birth
11.	Child born during the trip
12.	Mental or emotional disorders
13.	War, civil unrest, kidnapping, biological or nuclear contamination, terrorism
14.	Travel advisory
15.	Travel against medical advice
16., 16a, b, c	Other – Sports and High Risk Activities

## CAFII Travel Insurance Working Group Results:

### Travel Medical Insurance Limitations and Exclusions

#	Item	CAFII Member Proposed Language	Exclusion or Limitation
Situations where your claim will not be paid or your benefit payment will be limited:			
1.	Misrepresentation in your application	You must be honest in your dealings with us at all times.	
1a.	Misrepresentation of your health/medical information	Situation where your claim will not be paid: <ul style="list-style-type: none"> <li>▪ This policy is issued on the basis of information in your application (including the medical questionnaire if required). When completing the application and answering the medical questions, your answers must be complete and accurate. In the event of a claim, we will review your medical history. If any of your answers are found to be incomplete or inaccurate:               <ul style="list-style-type: none"> <li>– your coverage will be null and void</li> <li>– your claim will not be paid</li> <li>– we will refund your premium<sup>1</sup></li> </ul> </li> </ul>	Exclusion
1b.	Misrepresentation of facts other than your health/medical information, [e.g. <a href="#">Government Health Insurance Plan coverage, departure date</a> ] <sup>2</sup>	Situation where your claim will not be paid: <ul style="list-style-type: none"> <li>▪ We will not pay a claim that is in any way fraudulent, false or exaggerated including if you, any person insured under this policy or anyone acting on your behalf attempt to deceive us or knowingly makes a fraudulent, false or exaggerated claim.</li> </ul>	Exclusion

<sup>1</sup> We may want to indicate premium refund in another section of the policy, e.g. a section that itemizes the situations when premium will be refunded

<sup>2</sup> Throughout this document square bracketed and/or blue text means optional or variable for each insurer

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1c.	Incorrect DOB and as a result the customer avoided completing the medical questionnaire	<i>Note to CLHIA Committee for further consideration required: This is a situation where the client provided an incorrect date of birth and as a result did not complete a medical questionnaire which they otherwise would have been required to do. A suggestion that came out of this discussion was to have a section where we specify how we are going to handle contracts that don't pay the premium or the right amount of premium. This led to further consideration of including all misrepresentation situations where the policy is null and void in a different section since these are not exclusions from covered benefits, since the contract should not have been issued in the first place.</i>	<i>For further discussion</i>
2.	Receiving <i>Emergency</i> medical treatment from a non-approved medical service provider or proceeding with investigation, treatment or surgery without our pre-approval and which we do not consider <i>Emergency</i> medical treatment		
2a,i	<i>Emergency</i> <sup>3</sup> medical treatment from a non-approved medical service provider	<p>Situations where your benefit payment will be limited:</p> <ul style="list-style-type: none"> <li>You must notify [Assistance Centre] before seeking <i>Emergency</i> medical care. If it is medically impossible for you to call prior to seeking medical attention, we ask you to call as soon as possible or have someone call on your behalf. If you do not call [Assistance Centre] before you seek <i>Emergency</i> treatment, and/or if you choose to seek care from a non-approved medical service provider, you will be responsible for [X% or a portion] of your medical expenses covered under this insurance.</li> </ul>	Limitation
2a,ii	Emergency medical treatment once fit to transfer to another treatment facility	<ul style="list-style-type: none"> <li>Similarly, if our medical advisors (we) determine that you should transfer to another facility for <i>Emergency</i> medical care and you choose not to, benefits will not be paid for further medical treatment.</li> </ul>	Exclusion

<sup>3</sup> **Emergency** is any sudden and unforeseen event that begins during the *period of insurance* and makes it necessary to receive immediate treatment from a licensed physician or to be hospitalized. An *emergency* ends when the medical advisors of [Assistance Centre] determine that *you* are medically able to return to *your* home country.

#	Item	CAFII Member Proposed Language	Exclusion or Limitation
2. Alternative	Note to CLHIA Committee for further consideration:	An alternative way to positioning 2. Is to call it “Failure to report” and list outcomes of non-approved medical service provider including the refusal to transfer to a facility	
2b.	Investigations, treatment or surgery that is not pre-approved and not considered <i>Emergency</i> medical treatment	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>You must notify [Assistance Centre] before seeking medical care. If you undergo a medical investigation, obtain treatment or surgery that is not pre-approved and not considered <i>Emergency</i> medical treatment by [Assistance Centre] your claim will not be paid This includes invasive testing or surgery (e.g. cardiac catheterization and MRI) unless approved by us [Assistance Centre] prior to being performed.</li> </ul>	Exclusion
2b. Alternative	Non-Emergency Services	We will not pay a benefit with respect to non-Emergency, experimental or elective Treatment (e.g. cosmetic surgery, chronic care, rehabilitation or any directly or indirectly related complications).	Exclusion
3.	Failure to be meet the requirement to be covered under a Government Health Insurance Plan	Insurer to choose the limitation or exclusion clause below that is applicable to their coverage	
3a.		<p>Situation where your benefits will be limited:</p> <ul style="list-style-type: none"> <li>To be eligible for this [<i>Emergency</i> Health/Medical Care coverage], you must be covered under the Government Health Insurance Plan of your province or territory of residence prior to and for the entire duration of the trip. It is your responsibility to check that you do have this coverage. This insurance is subject to a maximum of [\$20,000] if you do not have valid a Government Health Insurance Plan at the time of a claim.</li> </ul>	Limitation

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3b.		<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>To be eligible for this [<i>Emergency Health/Medical Care coverage</i>], you must be covered under the Government Health Insurance Plan of your province or territory of residence prior to and for the entire duration of the trip. It is your responsibility to check that you do have this coverage. There is no coverage under this policy if you do not have a valid Government Health Insurance Plan.</li> </ul>	Exclusion
4.	Travelling for the Purpose of Seeking Treatment	<p>Situations where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Any medical condition or related condition if the purpose of your trip is to seek or receive medical care, treatment, surgery, investigations or palliative or alternative therapy.</li> <li>Any medical condition for which it was reasonable, prior to departure, to expect treatment or hospitalization during your trip.</li> </ul>	Exclusion
5.	Recurrence or ongoing treatment once medically fit to travel	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>The continued treatment, recurrence or complication of a medical condition or related condition, following <i>Emergency</i> medical treatment during your trip, if our medical advisors (we) determine that you are or were medically able to return to your home province or territory for medical treatment and you choose not to return.</li> </ul>	Exclusion
2./5. Hybrid	Treatment once medically fit to travel/ <i>Non-Emergency Services</i>	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>We will not pay a benefit with respect to any Treatment, surgery or medication which medical evidence indicates that an Insured person could have returned to his or her province or territory of residence to receive.</li> </ul> <p><b><i>Note to CLHIA Committee for further consideration: This exclusion is a hybrid of Non-Emergency Services and Recurrence or ongoing treatment once medically fit to travel.</i></b></p>	Exclusion

#	Item	CAFII Member Proposed Language	Exclusion or Limitation
6.	Intentional self-harm, suicide	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Claim that results from your intentional self-inflicted injury, suicide or attempted suicide (whether you are aware or not aware of the result of your actions).</li> </ul>	Exclusion
7.	Criminal act	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Claim that results from your participation in a riot or civil disorder; committing or attempting to commit a criminal offence or illegal act</li> </ul>	Exclusion
8.	Abuse of alcohol, drugs or intoxicants	<p>Situations where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Any medical condition arising from, or in any way related to, your chronic use of alcohol, drugs or other intoxicants whether prior to or during your trip.</li> <li>Any medical condition arising during your trip from, or in any way related to, the consumption of alcohol <i>[resulting in a blood alcohol level of more than [80 mg] of alcohol per 100 ml of blood]</i>, drugs or other intoxicants resulting in your judgment being seriously affected.</li> </ul> <p><i>Note to CLHIA Committee: Some insurers use prescriptive definitions while others do not. This is an example of an approach where the prescriptive content is optional for each insurer.</i></p>	Exclusion
9.	Non-compliance to prescribed medical treatment (specify if applies to pre & post departure)	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Any medical condition that is the result of you not taking necessary medication or not following medical treatment as prescribed to you prior to or during Your Trip</li> </ul>	Exclusion
10.	Complications of pregnancy, child birth	<p>Situation where your claim will not be paid:</p> <ul style="list-style-type: none"> <li>Claim related to routine pre-natal care or post-natal care</li> <li>Claim related to pregnancy, child birth or complications of pregnancy arising (9) weeks before or after the expected date of delivery.</li> </ul>	Exclusion



#	Item	CAFII Member Proposed Language	Exclusion or Limitation
11.	Child born during the trip	Situation where your claim will not be paid: ▪ Claim related to any child born during the trip	Exclusion
12.	Mental or emotional disorders <sup>4</sup>	Situation where your claim will not be paid: ▪ Expenses related to mental health, anxiety and emotional disorders	Exclusion
13.	War, civil unrest, kidnapping, biological or nuclear contamination, terrorism	Situation where your claim will not be paid: Claim related to: 1. An act of war whether declared or undeclared; rebellion; revolution; hijacking or Terrorism; and any service in the armed forces. 2. Nuclear reaction or radiation. 3. Radioactive, biological or chemical contamination.	Exclusion
14.	Travel advisory	Situation where your claim will not be paid or your benefit payments will be limited: ▪ Your medical <i>Emergency</i> or related medical condition, if the reason for your medical <i>Emergency</i> or related medical condition is associated in any way with a written formal travel warning issued before your effective date by the Department of Foreign Affairs and International Trade of the Canadian Government, advising Canadians not to travel to the country, region or city of your trip.	Exclusion or Limitation
15.	Travel against medical advice	Situation where your claim will not be paid: ▪ Any Trip commenced or continued against the advice of the Insured Person's Physician	Exclusion

<sup>4</sup> **Mental or emotional disorders** - emotional or anxiety states, situational crisis, anxiety or panic attacks, or other mental health disorders treated with minor tranquilizers or anti-anxiety (anxiolytics) medication

#	Item	CAFII Member Proposed Language	Exclusion or Limitation
16.	Other – Sports and High Risk Activities  <i>Note to CLHIA: It seems that insurers use a wide variety of approaches from itemizing every high risk sport/activity to maintaining a very short list. The latter approach is based on the notion that new high risk activities appear frequently and as a result it is impractical to try and keep a long list current.</i>	Situation where your claim will not be paid: <ul style="list-style-type: none"> <li>▪ Accident that occurs while you are participating in: <ul style="list-style-type: none"> <li>– any sporting activity for pay;</li> <li>– any sporting event for which the winners are awarded cash prizes;</li> <li>– any non-standard sport or activity involving a high level of risk, such as those indicated below, for instance: <ul style="list-style-type: none"> <li>○ hang-gliding and paragliding;</li> <li>○ parachuting and sky diving;</li> <li>○ bungee jumping;</li> <li>○ climbing or mountaineering;</li> <li>○ freestyle skiing;</li> <li>○ amateur scuba diving, unless you hold at least a basic scuba diving license from a certified school;</li> <li>○ any combat sport;</li> <li>○ any competition, speed event or other high-risk activity involving the use of a motor vehicle, including training activities, whether on approved tracks or elsewhere.</li> </ul> </li> </ul> </li> </ul>	Exclusion
16. Alternative a.	Other – Sports and High Risk Activities	Situation where your claim will not be paid: <ul style="list-style-type: none"> <li>▪ Claim arising from participation in Professional Sports; any Speed Contest; SCUBA diving, unless the Insured Person holds a basic SCUBA designation from a certified school or other licensing body; hang-gliding; sky diving; parachuting; bungee jumping; parasailing; spelunking; Mountain Climbing; rock climbing or a flight accident, except as a passenger in a commercially licensed airline.</li> </ul>	Exclusion
16. Alternative b.	Other – Sports and High Risk Activities	Situation where your claim will not be paid: <ul style="list-style-type: none"> <li>▪ Claim arising from participation in Professional Sports; any Speed Contest; Mountain Climbing; rock climbing</li> </ul>	Exclusion

#	Item	CAFII Member Proposed Language	Exclusion or Limitation
16. <i>Alternative c.</i>	Other – Sports and High Risk Activities	<p>Situation where your claim will not be paid:</p> <p>Claim arising from:</p> <ul style="list-style-type: none"> <li>An accident that occurs while you are participating in: <ul style="list-style-type: none"> <li>A sporting activity for pay (professional sports)</li> <li>A sporting event for which the winners are awarded money</li> <li>Any type of motor vehicle competition, including training, or any race</li> <li>Amateur scuba diving, unless the insured holds a basic scuba diving license from a certified school Or</li> <li>Any non-standard sport or activity with a high level of stress and risk involved such as, but not limited to: (gliding, hang gliding or paragliding, climbing or mountaineering, parachuting, sky diving or bungee jumping, or any other similar activity)</li> </ul> </li> </ul> <p>(The insured will be covered for races in non-contact amateur athletics being practiced for leisure or fitness purposes.)</p>	

### Limitations and Exclusions Eliminated

Item	Comment
HIV/AIDS	Rely on Stability clause
Dementia, Alzheimer's	Include insurability questions in medical underwriting questionnaire
Routine/Non-Emergency Care	Included in 2b
Travel to sanctioned countries or countries where benefit payments to providers in those countries are sanctioned	Handled with the client
Treatment not performed by or under the supervision of a Physician or dentist	Addressed through other limitations and exclusions
Epidemic and Pandemic	Not useful