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Exclusions

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# **EXCLUSIONS**

## **Abuse and Misuse**

Expenses arising from the abuse or misuse of medication, alcohol, or toxic substances, or the use of non-prescribed drugs, are not covered. This is one we always point out to clients. We have denied many claims on clients being hospitalized for intoxication.

## **Age**

An age exclusion may be found in a policy not designed for certain age groups. Age may also be used to exclude coverage for certain conditions, even if the policy is designed for all age groups.

An example “For Insured child(ren) under two years of age: Any sickness or medical condition related to a birth defect”

## **Criminal Acts**

Expenses arising from committed or attempted criminal acts, as defined by local laws, by the insured are excluded. This is something that is considered uninsurable and the wording is usually very specific.

For example: Commission or attempted commission of a criminal, criminal-like or illegal act by you, an immediate family member, a travel companion or your beneficiary.

## **Elective Treatment**

Sickness or injury that is not a medical emergency, as defined, is not covered. Thus, the expenses arising from such sickness or injury are not covered if it would have been reasonable under the circumstances to delay treatment until the insured returned home— regardless of whether the treatment at home would have been inferior. This type of exclusion may also apply to continuing treatments or maintenance for existing conditions, travel for health purposes, or treatment for cosmetic purposes.

## **Epidemics and Pandemics**

In the past, many policies did not have an epidemic/pandemic exclusion or coverage, however, due to the Covid-19 pandemic, most policy wording now includes exclusions or have specific limitations in relation to epidemics and pandemics. This is also something we always point out to clients.

## **Experimental, Investigatory Services**

Expenses arising from treatment, services, and supplies provided by such enterprises are usually excluded. This clause may include a list of expenses that will be covered only if the insurer approves them before the insured incurs them.

## **Eyeglasses, Hearing Aids, Prosthetic Devices**

Coverage for expenses arising from the purchase of any of these items are typically excluded. Expenses arising from eye examinations and resulting prescriptions may also be excluded unless they are the result of an insured claim. Some insurers may allow coverage for theft and loss of or damage to hearing aids and eyeglasses.

## **Failure to Follow Instructions**

This exclusion is the same in effect as discussed under the general terms, conditions, or provisions section. It excludes coverage if the insured chooses not to follow instructions of the assistance service, including refusal to be transferred to a different medical facility or to return to the country of residence. The policy may also be terminated.

## **GHIP Contravention**

Expenses that contravene a coverage allowed by a GHIP may be excluded.

## **GHIP- Covered Expenses**

Expenses paid by any provincial or territorial GHIP are excluded in an excess to GHIP policy.

## **High-Risk Activities**

High-risk activities as defined by the insurer are generally excluded, but some insurers allow coverage to be bought back for an additional premium. Examples include hang gliding, skydiving, bungee jumping, backcountry skiing, mountain climbing and canyoning.

## **Impaired Driving, Speed, and Endurance Contests**

Expenses arising from any of these are excluded.

## **Intent**

Where the policy is purchased with the intent of receiving medical treatment or medical advice, even if a physician recommends such treatment or advice, coverage is excluded. This exclusion reflects the intent that travel health insurance cover medical emergencies—not planned treatment.

## **Mental, Nervous or Psychological Disorders**

Travelers under treatment for mental health problems may benefit from buying travel insurance with a Pre-Existing Conditions Waiver. This can help to waive the pre-existing condition lookback period that is included in all comprehensive travel insurance plans in the event your claim is related to a medical issue. There are specific requirements to be eligible for this waiver. They may include purchasing your insurance within 10-21 days of your initial trip payment, insuring the full cost of your trip, and being medically able to travel at the time the policy was purchased and goes into effect.

## **Non-Commercial Air Travel**

There is no coverage for expenses arising from air travel in any aircraft other than a commercial aircraft licensed to carry passengers for hire or a plane being used as an air ambulance. I know it’s disappointing we can’t fly home private isn’t it ☺

Air ambulance services are typically covered IF approved and arranged by the insurer.

## **Participation in Professional Sports**

Most policies exclude expenses arising from participation in professional sports. It is important to note that this is a risk that may be insurable with general market companies as well as specialty companies or the team may already have coverage in place that covers all the players as well.

## **Pregnancy**

In outbound travel policies, coverage for expenses associated with routine pre-natal or post-natal care are typically excluded, as well as emergency care within a specified number of weeks before or after the expected delivery date. International student, expatriate, and inpatriate policies may include coverage for pregnancies, with or without limitations, if commenced after the effective date of the policy. Certain complications may be excluded.

It is also important to note that many travel insurance providers will insure you up to 26 weeks weeks before your due date but they will not cover after that point nor will they cover any cost for your child being born during the trip.

## **Pre-Existing Conditions**

A pre-existing condition is any medical condition that you have, that exists prior to your effective date of your travel insurance coverage. Having a pre-existing condition doesn’t disqualify you from getting travel insurance, but your pre-existing condition will have to be considered “stable” to receive coverage for a specified period of time before your effective coverage date. It’s your responsibility as a certificate holder to provide us with accurate medical information in your application. You should carefully review your policy to understand the pre-existing condition exclusion and what is and is not considered stable.

The pre-existing period may extend from 30, 60, 90, 180, or 365 days prior to departure date or application date, which can make a significant difference. In most policies, any medical condition that occurs prior to departure will trigger the pre-existing clause. The duration of the look-back period for the medical condition may vary by the type of condition. It may also vary based on the rating classification determined by the answers to a medical questionnaire.

## **Prudent Person**

In addition to the pre-existing conditions exclusion, many policies have an additional exclusion if the insured experienced symptoms that would have caused an ordinarily prudent person to seek medical treatment.

## **Radioactive or Nuclear Exposure**

Expenses incurred from exposure to nuclear reaction or radiation and radioactive, biological, and chemical contamination are excluded.

## **Self-inflicted Injury**

There is no coverage for suicide, attempted suicide, or any other self- inflicted injury. This is a broad exclusion as some company wording is much more restrictive than others. For example it may say something like “Suicide (including any attempt thereat) or self-inflicted injury whether or not you are sane” which leaves little room for debate.

## **Space Travel**

Space tourism and orbital and sub-orbital flights are a new exclusion in many policies.

## **Specific Conditions or Diseases**

Certain infections, syndromes, and diseases are excluded. This varies from company to company and there is not an exhaustive list that is the same across the board.

## **Specified Medical Procedures**

Some policies may entirely exclude cardiac and cataract surgery or other expensive procedures; some may cover them with the prior approval of the insurer; some will not exclude or limit these.

## **Travel Advisory**

The Government of Canada has four levels of travel advisories:

|  |  |
| --- | --- |
| Level One | Take Usual Precautions |
| Level Two | Take Special Precautions |
| Level Three | Avoid Non-Essential Travel |
| Level Four | Avoid All Travel |

These advisories may apply to an entire country, a specific region within the country, or a town or city. It is up to the insured to confirm if an advisory applies. The coverage for any sickness, injury, or medical condition, or any loss incurred in a specific country, region, or area for which the Government of Canada has issued a travel advisory or formal notice, depends on when the travel advisory is issued:

If the travel advisory is issued before the departure date and advises travelers to avoid non-essential travel or avoid all travel to that specific country, region, or area, there is no coverage should the insured choose to travel.

If the travel advisory is issued after the departure date, coverage is limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary to safely evacuate the country, region, or area.

It is important to note that the travel advisory section varies among insurers, and some insurers may not include this section at all. Brokers and agents should review each policy thoroughly when working with applicants to determine the policy that best matches their needs.

Details about travel advisories can be found on the government website at <https://travel.gc.ca/travelling/advisories>

Policies typically have exclusions related to Level 3 or 4 travel advisories. Coverage may be excluded for any claims that occur where the advisory applies or may only be for claims related to the reason for the advisory.

## **Terrorism**

Any act of terrorism is obviously excluded and uninsurable.

## **Travel Contrary to Medical Advice**

Where, in the opinion of a physician, an existing health condition would likely be worsened by travel, the insured jeopardizes his or her coverage by travelling regardless of the warning.

## **Unapproved Facility**

Care in other than a defined hospital or medical facility is not covered.

## **War**

Expenses arising from any or all of these perils are excluded: exposure to war (whether declared or not), act of war, riot, civil disorders, military exercises, and willful exposure to peril.