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A clear, concise stability clause

In the 2017 Out-of-Province/Canada Travel Booklet, you may have noticed that two of the stability clause provisions have been removed. It is important to note that no changes have been made to the RTO/ERO Out-of-Province/Canada Travel Benefit stability clause for 2017; the revisions were made so that the stability clause is clear and more concise.

The Out-of-Province/Canada Travel Booklet previously included a “sudden and unforeseen” provision of the stability clause which stated that a medical emergency is not sudden and unforeseen for any cancer, heart or lung condition in the 90 days prior to the date of: Departure; initial booking; or any payment.

On January 1, 2014, the “sudden and unforeseen” stability clause was updated to exclude any medical condition or surgery for which you contemplated or reasonably foresaw the need to seek or receive treatment or


surgery in the 90 days prior to the date of: Departure; initial booking (applicable to trip cancellation); or any payment (applicable to trip cancellation).

Since this change encompasses the three medical conditions outlined in previous versions (any cancer, heart or lung condition), it was removed for the 2017 Booklet due to repetition.

The updated version is as follows: Your medical emergency is not sudden and unforeseen in the following circumstances:

- a) Any medical condition or surgery for which, in the 90 days prior to your date of:
 - Departure
 - Initial booking (applicable to trip cancellation)*
 - Any payment (applicable to trip cancellation)*
- You contemplated or reasonably foresaw the need to seek or receive treatment or surgery;

- You were awaiting or have received the outcome of medical tests (except routine monitoring), the results of which show irregularities or abnormalities;
 - You required future investigation of your medical condition (except routine monitoring), consultation with a physician, or treatment or surgery recommended by a physician and/or planned before your trip;
 - You were admitted to a hospital for a period of at least 24 hours.
- b) Any condition for which you have been advised by a physician not to travel.

If you have any questions about how the stability clause applies to your situation or medical condition, please call Johnson Inc. Plan Benefits Service at: 1-877-406-9007. 

* Under Trip Cancellation, payments made when your condition was stable will be considered for reimbursement.



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Are you medically stable?

Understanding how sudden and unforeseen emergency medical events are defined under the medical stability information in the RTO/ERO Out-of-Province/Canada Travel Plan

by Allianz Global Assistance

Even with the best planned trip, there are a number of ways things can go wrong. Prior to departure, for example, you could begin to experience severe chest pain and be referred by your physician for further testing, or your travelling companion might break a wrist falling from a ladder while clearing leaves from gutters, or a natural disaster such as an earthquake or flood could occur in the area you intend to visit.

During the vacation itself, any number of emergency situations could happen. Taking a walk and admiring a quaint and charming town, you trip and fall on the cobblestone streets. This could result in a bill for emergency medical care, rental of a wheelchair or crutches, and dental restoration. Travel insurance exists to protect you — and your travel investment — in a wide range of unexpected situations just like these.

One common misconception about travel insurance is believing that it covers you for every possible medical condition and situation that might occur. Actually, it does not. Travel insurance is intended for the **sudden and unforeseen**: it does not cover losses that arise from expected, predictable or reasonably foreseeable events or problems.

In general, you could not reasonably foresee that you would begin to experience chest pain prior to your trip

or that you will fall while travelling. But what about when you have an emergency situation related to an existing medical condition? Given that the condition already exists, it becomes more complex to interpret whether a related event is considered sudden and unforeseen according to the policy.

Let's take a closer look at how travel insurance defines sudden and unforeseen events.

A foreseeable event is an outcome that a reasonable person in similar circumstances would expect to occur. You don't need a crystal ball to predict that it will happen. It is not a surprise.

Suppose your spouse experiences sharp chest pain, shortness of breath and a fever. He makes an appointment with his physician who arranges for further tests. In the next few days, your spouse feels fine. You book flights to Spain and rent a villa as planned because you are worried that the airline's prices might increase and that the accommodation may sell out. However, when the test results come back the physician's diagnosis and prognosis mean that you may have to cancel your trip.

In this situation, if you decided to travel, any medical emergencies relating to this diagnosis and prognosis may not be covered. Likewise, if it turned out you had

to cancel the trip, your costs of cancellation may not be covered. This is because you made bookings after your spouse sought treatment for this condition and before the results of the medical tests were received, and because the results showed irregularities.

Even if your spouse felt fine and the physician had reassured you that there was probably nothing to worry about, your spouse's medical records show you were awaiting the outcome of medical tests at the time you made the booking. It was reasonably foreseeable that an unstable medical condition may be detected, your spouse may not be considered medically stable to travel and that you may have to cancel your trip. Essentially, you took a gamble on the results of the medical tests showing no abnormalities, and unfortunately insurance does not protect you against this kind of risk.

How does travel insurance work for existing medical conditions?

The concept of sudden and unforeseen events gets complicated when you're talking about existing medical conditions. A person with a certain diagnosis, for example diabetes, might experience both foreseeable and unforeseeable circumstances with respect to the same pre-existing medical condition.

Here's how we look at it. Chronic conditions such as diabetes can be deemed stable or unstable.

Foreseeable circumstance: A participant in the RTO/ERO Extended Health Care (EHC) plan is on regular medication for diabetes, but this medication is no longer keeping blood sugars in a satisfactory therapeutic range. The participant's physician changes the medication to insulin a week before the participant is due to depart on a trip to Florida.

Expecting that the insulin will bring the blood sugars into a satisfactory therapeutic range, the participant leaves for Florida believing that coverage under the RTO/ERO Out-of-Province/Canada Travel benefit is in effect. While in Florida, the participant develops very high blood sugar (ketoacidosis) and requires hospitalization. This would be considered a foreseeable and, therefore, ineligible condition.

Unforeseeable circumstance: A participant in the RTO/ERO EHC plan is on regular medication for diabetes. Blood sugars have been in a satisfactory therapeutic range for the past four months, and the participant leaves their province of residence to fly to Arizona. While in the USA, the participant develops very high blood sugar (ketoacidosis) and requires hospitalization. This would be considered an unforeseeable and eligible condition.

Timing is everything.

To make sure your existing medical condition is covered, review your RTO/ERO Out-of-Province/Canada Travel Booklet and speak with your physician to ensure that you understand your medical situation accurately. You should read this booklet in its entirety prior to departure so that you understand what is and what is not covered. You should also take the booklet with you on your trip in case of a medical emergency.

Your RTO/ERO Out-of-Province/Canada Travel benefit provides valuable travel protection that insures you — and your trip — against a huge number of unforeseen circumstances and emergencies. If you have any questions about your coverage, please contact Johnson Inc. Plan Benefits Service at 1-877-406-9007 or healthbenefits@johnson.ca.


Please note: This article is provided for illustrative purposes only and in no way affects the terms and provisions of the actual policy. While examples are used to illustrate the coverage, a claim cannot be adjudicated before it happens. The terms and conditions of the policy will always take precedence. 



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