

# INSURANCE POLICY FOR EMERGENCY HEALTHCARE

## Inbound and Outbound Coverage

**PLEASE READ THIS POLICY CAREFULLY**

**This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Coverage is subject to certain limitations and exclusions, including but not limited to a pre-existing conditions exclusion which applies to medical conditions, treatment, and/or symptoms that existed and were not stable in the three months prior to Your Effective Date.**

*This document becomes a contract when You enroll and pay the full premium*

### DEFINITIONS

Whenever used in this Policy or any amendment, the following terms shall be capitalized and have the meaning specified below.

**Accident/Accidental** means a sudden, unexpected, unforeseeable, unavoidable external event, leading directly and independently of all other causes, to bodily Injury to an Insured during the Coverage Period.

**Application** means Our form You complete and submit to request insurance under this Policy. The Application forms part of the contract of insurance and some terms are defined in the Application, and some are defined in the Definitions section of this Policy.

**Benefit Maximum** means the amount stated as the maximum payable for any particular benefit per 365-day period unless otherwise specified.

**Claim Administrator** means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

**Corrective Device** means a device that is required by You on the advice of a Physician to correct a debilitating physical impairment and without which it would be a physical impossibility for You to continue Your studies or Your teaching responsibilities at the educational institution in which You are enrolled or are teaching. "Corrective Devices" include prosthetic limbs, wheelchairs, seeing-eye dogs, and hearing aids, but do NOT include eyeglasses.

**Coverage** means the emergency benefits described herein. Coverage is effective throughout the world however Coverage in Home Country is limited; please refer to **Excursion or Coverage in Home Country - Canadians** (see Benefits), and Exclusion #6.

**Coverage Period** means the period of time during which You are insured for the benefits provided by this Policy, starting from 12:01 a.m. on the Effective Date until 12:00 midnight on either the date (a) specified as the Termination Date on the Application; or (b) of termination of any extension of this Policy. If You return to Your Home Country for any reason other than **Excursion or Coverage in Home Country - Canadians** (see Benefits), coverage terminates effective the date of Your Return to Your Home Country. The maximum Coverage Period including extensions is 365 consecutive days from the Effective Date.

**Dentist** means a qualified doctor of dentistry lawfully licensed to practice dentistry in the place where dental services are performed, but does not include the Insured or a relative of the Insured.

**Effective Date** means the date Your coverage under this Policy begins. Coverage begins on the latest of the date and time, (a) the required premium is paid, or (b) the date You request as the Start Date on Your Application or (c) for Inbound Insureds, the date You leave your Home Country or (d) for Outbound Insureds the date You leave Canada, or (e) for returning Canadians, the date you return to Canada.

**Eligible** means any person that submits an Application and corresponding payment for coverage under this Policy that meets the definition of an Insured, and that receives acceptance of coverage from the Plan Administrator in the form of a confirmation or by the receipt of a valid Policy ID Card.

**Emergency** means any unexpected Sickness or Injury first occurring during the Coverage Period, which requires immediate Medical Treatment to relieve acute pain and suffering.

**Home Country** means the country where the Insured permanently resides.

**Hospital** means a facility which primarily treats patients on an inpatient basis, is licensed as a Hospital by the jurisdiction where treatment is provided, provides 24 hour a day nursing services by registered or graduate nurses, has a staff of one or more Physicians available 24 hours a day, provides organized facilities for diagnosis and surgical procedures, maintains X-ray equipment and operating room facilities, is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a location for the treatment of alcoholism or substance abuse.

**Inbound** means an Eligible Insured whose Home Country is not Canada and who is temporarily residing in Canada. Inter-provincial travel is covered.

**Injury** means bodily harm to an Insured due to an Accident that first occurs during the Coverage Period.

**Insured, You or Your** means an Eligible person under age 65, who has applied for coverage and paid the appropriate premium to the Plan Administrator, and who is temporarily residing or travelling outside of their Home Country. This definition includes students, faculty, teachers, chaperones, participants in educational/business/cultural exchanges, and their dependents over the age of 15 days and under age 19. This coverage is non-transferable.

**Insurer, We, Us, Our** means ACE INA Life Insurance.

**Medical Treatment** means medical advice, consultation, care, service or diagnosis provided by a Physician or eligible paramedical provider.

**Medically Necessary** means those services or supplies which are provided to You that are required to identify or treat Your Emergency Sickness or Injury and that are necessary for the relief of acute pain or suffering, or to identify or treat Your Emergency Sickness or Injury; or with respect to Hospital services, those which cannot safely be provided to You as an outpatient.

**Medication** means a drug which is considered Medically Necessary for the treatment or relief of an Emergency Injury or Sickness and which is available only with a prescription provided by a Physician or Dentist.

**Outbound** means an Eligible Insured whose Home Country is Canada and who is temporarily residing outside Canada.

**Paramedical Provider** means a person who has met the professional and legal requirements necessary to provide the services of a chiropractor, osteopath, naturopath, acupuncturist, chiropodist or podiatrist but does not include the Insured or a relative of the Insured. A referral from a medical doctor is NOT required.

**Plan Administrator** means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

**Physician** means a qualified doctor of medicine lawfully licensed to practice medicine in the place where medical services are performed, but does not include the Insured or a relative of the Insured.

**Psychiatrist** means a qualified doctor of psychiatry lawfully licensed to practice psychiatric medicine in the place where psychiatric services are performed, but does not include the Insured or a relative of the Insured.

**Psychologist** means a qualified doctor of psychology lawfully licensed to practice psychology in the place where psychological services are performed, but does not include the Insured or a relative of the Insured.

**Reasonable and Customary Expenses** means the amounts usually charged for treatment, services or supplies to provide the appropriate level of care for the severity of the Emergency condition being treated, in the geographical location where the treatment, services or supplies are being provided.

**Sickness** means the sudden onset of a disease or illness that first occurs while this insurance is in effect, and is serious enough for You to seek Emergency Medical Treatment.

**Termination Date** means the date Your coverage under this Policy ends. Coverage ends on the later of the date (a) specified as the Termination Date on the Application; or (b) of termination of any extension of this Policy. If You return to Your Home Country for any reason other than as defined in **Excursion or Coverage in Home Country - Canadians** (see Benefits), coverage terminates effective the date of your Return to Home Country.

## INSURING AGREEMENT

If an Eligible Insured suffers an Emergency Injury or Sickness during the Coverage Period, We will pay the benefits stated in this Policy, subject to all of its terms, conditions, limitations, exclusions and other provisions, for Reasonable and Customary Expenses that are incurred, to the lesser of the Benefit Maximum for that particular benefit, or to the Policy maximum of \$1,000,000. All maximums contained in this Policy are per Insured per 365-day period unless otherwise stated, and are stated in Canadian Dollar currency. It is a condition precedent to coverage under this Policy that at the Effective Date the Insured is not aware of any existing medical condition which might require the Insured to incur any medically related expenses during the Coverage Period.

## BENEFITS

*The benefits in this Policy are not subject to any deductible. Benefits are paid based on Reasonable and Customary charges for services provided. Your insurance covers up to \$1,000,000 in total benefits for the following Medically Necessary services required to treat an eligible, new emergent medical condition that first begins after the Effective Date of Coverage. These Medically Necessary services include reasonable follow-up visits, tests and surgeries until the initial emergency is resolved, and the condition is stabilized.*

**Hospital Services** • Charges made by a Hospital for semi-private room and board and other necessary services and supplies, including drugs administered while confined to a Hospital for medical reasons; no limitation on number of days; *For Psychiatric Hospitalization, see below*; Charges for Medical Treatment provided on an Emergency inpatient or outpatient basis; Charges for anaesthesia or blood products and the administration of such products. **Any surgical procedure requires prior written approval from the Claim Administrator**, unless a delay will be life threatening.

**Physician's Fees** • All charges made by a Physician for professional services or Medical Treatment;

**Psychiatric Treatment** • When provided on an in-patient basis following an Emergency, fees for the services of a Psychiatrist will be paid to a lifetime maximum of \$10,000.

**Psychiatric Hospitalization** • Where Emergency Hospitalization is required primarily for psychiatric treatment, benefits are payable to a lifetime maximum of 30 days.

**Psychotherapy** • Up to \$1000 for charges for Outpatient care provided per 365-day period, including psychiatric and psychological counselling.

**X-rays, Laboratory and Diagnostic Tests** • Charges for technical and interpretative services. **Prior written approval is required from the Claim Administrator** for all major diagnostic testing, including but not limited to magnetic resonance imaging (MRI) and computer axial tomography (CAT) scans.

**Prescription Medication** • Limited to a 30-day supply of any one type *unless* prescribed while a Hospital inpatient.

**Private Duty Nursing Care** • Up to \$15,000 for the services of a Registered Nurse, Registered Nurse Assistant or Home Care Worker, but does not include the Insured, a relative of the Insured, or someone who normally resides with the insured, when ordered by the attending Physician.

**Physiotherapy and Speech Therapy** • Up to \$1,000 for charges made by a physiotherapist or a speech therapist *unless* provided while a Hospital inpatient.

**Medical Equipment and Supplies** • **Payable only if required as the result of a covered Sickness or Injury.** Purchase of medical supplies, including dressings and prosthetic appliances; Rental charges for wheelchairs, crutches, Hospital-type bed or other appliances, not to exceed purchase price.

**Emergency Transport** • The full cost of licensed ambulance service to the nearest Hospital when Medically Necessary; Emergency transfers between Hospitals when ordered by the attending Physician, including user fee; OR, taxi fare to or from a Hospital or medical clinic for eligible medical care to a maximum \$100.

**Paramedical Services** • Up to \$500 per Paramedical Provider (chiropractor, osteopath, naturopath, acupuncturist, chiroprapist, or podiatrist) for all services, including x-rays.

**Accidental Dental Care** • Up to \$4000 for Emergency dental treatment to repair or replace natural or permanently attached artificial teeth as the result of an Injury caused by an Accidental blow to the mouth. Up to \$500 for emergency repairs to artificial teeth including bridges and denture plates. Treatment must take place within 90 days of the Accident. Expenses incurred as a result of chewing Accidents or Injury due to placing an object to or in the mouth are not payable.

**Emergency Dental Care** • (a) Up to \$100 per tooth to extract impacted wisdom teeth or, (b) *When a minimum of 6 months consecutive coverage has been purchased*, up to a total maximum of \$600 for Emergency dental treatment for the immediate relief of pain and suffering. Note: Benefits are payable under either a) or b) and may not be combined for any one claim.

**Wart Treatment** • Charges for treatment of any type of warts up to \$500.

**Pregnancy Coverage** • Where pregnancy commences after the Effective Date of this Policy, serious complications due to pregnancy are covered subject to the overall policy maximum. Serious complications do not include normal conditions of pregnancy including but not limited to morning sickness, spotting, ultrasounds, blood and urine testing, including testing for gestational diabetes.

**Annual Physician Visit** • *When a minimum of 6 months consecutive coverage has been purchased*, We will pay up to a total of \$150 for one visit to a Physician in Canada during a 365 day period for a non-emergency exam and associated tests, and for one consultation session and prescription of the 'morning-after-pill'.

**Eye Exams** • *When a minimum of 6 months consecutive coverage has been purchased*, charges for one non-emergency eye exam performed in Canada by a licenced Optometrist per 365 day period. Note: *the cost of glasses or contact lenses is NOT covered.*

**Excursion** • Travel outside Canada (other than to the Insured's Home country) by an Inbound Insured is covered subject to the following conditions (a) more than 50% of the total time must be spent in Canada and (b) travel to the United States is limited to 30 days per trip. *Expenses will not be paid when incurred in Your Home Country, except where the trip to the Home Country is expressly undertaken in order to participate in a school-organized sporting or extra-curricular event, or when claimed under the Coverage in Home Country - Canadian benefit (see below).*

**Coverage in Home Country - Canadians** • For Canadians returning to Canada, coverage for a maximum 90 days is available until provincial healthcare (GHIP) becomes available.

**AccessAbility - Corrective Device Defect, Malfunction and Theft Protection** • If, while this policy is in effect, a Corrective Device required by You is stolen and not recovered, or suffers a malfunction or defect which becomes apparent while You are covered under this Policy and which renders Your required Corrective Device unusable, we will pay up to \$1,000 to replace or repair Your Corrective Device. We do not pay for defects or malfunctions which are covered by the manufacturer's warranty.

**Trauma Counselling** • If an Insured suffers a covered loss listed in the Schedule of Losses, (other than loss of life - see below) within 90 days from the date of an Accident which occurred during the Coverage Period, We will pay up to 6 sessions of trauma counselling.

**Accidental Death and Dismemberment** • If an Insured dies or suffers a permanent disability as a result of a covered Accident, Injury, Sickness or Event, within 90 days from the date of an Accident which occurred during the Coverage Period, We will pay according to the following Schedule of Losses up to maximum of \$50,000. If the total claims against Us for the same Accident exceed \$1,250,000, Our liability for that Accident will be limited to \$1,250,000 which will be shared proportionately among all claimants who are persons insured under StudentGuard. Benefits are payable to the Insured's estate.

### Schedule of Losses

Loss of Life .....	\$50,000
Loss of Two or more Members .....	\$50,000
Loss of Sight of both Eyes .....	\$50,000
Loss of One Member and Sight of one Eye .....	\$ 50,000
Loss of One Member .....	\$ 25,000
Loss of Sight of one Eye .....	\$ 25,000

"Loss of Member" means severance of hand or foot at or above the wrist or ankle joint respectively or complete irreversible paralysis.

"Loss of Sight" must be complete and irrecoverable.

**DISAPPEARANCE** - If an Insured disappears and after a suitable period of time it is reasonable to believe that such Insured has died as a result of Bodily Injury, the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to Us.

**EXPOSURE** - Injury of an Insured as a direct result of unavoidable exposure to the elements shall be deemed to have been caused by Bodily Injury, and benefits will be paid as per the Schedule of Losses, above.

**COMMON CARRIER** - In the event of the Insured's death as a result of an injury caused while riding as a fare-paying passenger on (a) any form of public transportation or (b) on a scheduled flight on an airplane or helicopter, the benefit increases to \$100,000.

*The following benefits are covered with the prior approval from the Claim Administrator. The maximum amount payable for the following Transportation benefits cannot exceed \$200,000 in total per Coverage Period.*

**Air Evacuation** • The cost of transporting You to the nearest Hospital or to a Hospital in Your Home Country, if Medically Necessary, either:

- a) as a stretcher fare on a regular scheduled flight, including economy return fares for qualified medical attendants (not a relative) and their associated fees and expenses; or
- b) by appropriately equipped air ambulance, including associated fees and expenses for a qualified crew.

Land ambulance costs at each end of the flight or connecting flights are included. The attending Physician must certify that the Insured is medically fit for the type of transfer selected.

**Family Transportation and Subsistence Allowance** • If You have no family members within 500 kilometres of Your location while You are outside Your Home Country and You are Hospitalized and Your Hospitalization is expected to last a minimum of 7 days, or in the event of the death of the insured, We will pay up to \$5000 towards the cost of round-trip transportation based on the lowest available fare for the most direct route for two persons nominated by You to travel to Your bedside. We will also pay up to \$1,500 for commercial accommodation and meals for a maximum period of 10 days for these two persons. The attending Physician must certify that the situation is serious enough to warrant the visit. Submit all bills and receipts to the Claim Administrator.

**Repatriation or Burial of Deceased** • If death occurs during the Coverage Period as a result of a covered Injury or Sickness, We will pay either (a) up to \$15,000 towards the reasonable and necessary costs for the preparation and return of the Insured's remains to the Insured's Home Country in a standard transportation container or (b) up to \$5,000 for the cost of preparing the remains, cremation or burial, and a burial plot in the location where death occurs. The costs for a coffin, urn, headstone or funeral are excluded.

## EXCLUSIONS

We will not pay for any expenses resulting directly or indirectly from:

1. a pre-existing condition which means a sickness, injury or other condition that was causing signs or symptoms, and/or required medical advice or investigation, whether a diagnosis was established or not, and/or any form of medical treatment provided by a Physician or other Practitioner during the 3 month period immediately preceding the Effective Date, or if upon the commencement of the coverage, a condition was known or present such that costs could reasonably have been expected to be incurred.

The following does not constitute medical treatment for the purpose of this pre-existing conditions exclusion:

- a) the consistent use of medication, meaning that no change in medication, dosage or usage, has been prescribed by a Physician or other Practitioner;
- b) a check-up when the Physician or other Practitioner observes no adverse change in a previously noted condition, symptom or problem;
2. Elective or Non-Emergency Medical Treatment, including any treatment given to maintain the stability of a chronic sickness or condition, including visits for the refill of medication, tests or examinations forming part of a normal regime, or for treatment of congenital or genetic disorders or conditions, or for treatment not required for the immediate relief of pain and suffering, or that could reasonably be postponed until the Insured returns to his/her Home Country (*except as provided under the Annual Physician Visit and Eye Exam Benefits*);
3. any continuing treatment of an Injury or Sickness if the Claim Administrator has requested that the Insured return to his or her Home Country following Emergency Medical Treatment; If an Insured who has been evacuated or asked to Return Home to continue treatment later returns to the Host Country to resume studies/teaching in the same or subsequent policy years, the benefits payable will be limited to a maximum of \$10,000 for that sickness or injury for which they returned Home;
4. medication commonly available without a prescription; fertility drugs; contraceptives; erectile dysfunction drugs; anti-baldness drugs; smoking cessation drugs; vaccinations, immunizations or injections; vitamin preparations or supplements; or medication received on a preventive or maintenance basis;
5. plastic or cosmetic surgery except as a result of a covered Injury; substitution or extraction of, or repairs to an existing prosthesis, (*except as payable under the Corrective Devices Benefit*);
6. any expenses incurred outside the Coverage Period or while you are in Your Home Country (*except as provided under the Excursion or Coverage in Home Country-Canadians Benefits*); medical services for any injury that occurred, or sickness that started in Your Home Country during the Coverage Period;
7. normal pregnancy; normal childbirth; elective abortion;
8. the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC);
9. suicide, attempted suicide, self-inflicted injuries, insanity, mental or emotional disorders unless Hospitalized (*see Psychiatric Treatment, Psychiatric Hospitalization Benefits*) or reactions including but not limited to stress, anxiety, panic attacks, depression, any eating disorder or weight problem, (*except as provided under Psychotherapy Benefit*);
10. Your actions while they are impaired or adversely influenced by medication, drugs, alcohol or intoxicants; any medical claims related to the use or misuse of drugs or alcohol;
11. participation in professional sports or hazardous activities such as motorized contests of speed, parachuting, skydiving, hang gliding, bungee jumping, cave exploring, mountaineering, rock or cliff climbing, or scuba diving;
12. operating any type of aircraft or travelling as a passenger on any non-commercial flight; operating any form of motorized transport on land or water without a licence valid for the area where operating; travelling in or on a motorcycle, snowmobile, or any kind of vehicle while racing or off-road, unless no roads exist in the area in question;
13. injury or sickness caused while You are training or serving in any capacity as a member of any armed forces or while actively participating in any conflict of war, or sustained in criminal activity. However, if You sustain an Injury as a direct result of war-like actions in which You were not an active participant and within 48 hours of the commencement of such hostilities, any expenses incurred arising from such incident will be covered.
14. any interest, finance or late payment charge;
15. injury or sickness covered under any other form of insurance, indemnity or plan or that is the liability of a third party;
16. injury or sickness while travelling to a destination for which the Home Country Government has issued a travel advisory stating that travel to the destination should not be undertaken;
17. travelling contrary to the medical advice of a Physician or Practitioner or for the purpose of obtaining Medical Treatment or when a terminal prognosis was given to the Insured prior to the Coverage Period.
18. any expenses incurred as a result of the Insured's failure to accept or follow a Physician's advice, treatment or recommended treatment.

## LIMITATIONS

We reserve the right to arrange transportation to return You to Your Home Country following an Emergency, either before or after You receive Medical Treatment, or Hospital or Medical Services. If You decline to return when declared medically fit to travel by the Claim Administrator, We will not pay for any continuing expenses, recurrence or complications arising from or directly or indirectly related thereto.

### Limitation on Liability

The Insurer, the Plan Administrator and/or the Claim Administrator are not responsible for the availability, quality or results of any Medical Treatment, or Your failure to obtain Medical Treatment or transportation and shall not be held liable for any negligence, wrongful acts or omissions of any service providers.

## GENERAL CONDITIONS

**The Contract.** The Application, this Policy, any document attached to this Policy when issued, and any amendment to the contract agreed upon in writing after the Policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

**Waiver.** The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer

**Copy of Application.** The Insurer shall, upon request, furnish to the Insured under the contract a copy of the Application.

**Premium Payment.** The full premium is due and payable when You apply for insurance. If for any reason the premium paid for is incorrect, We will a) charge and collect the difference, or b) shorten the Coverage Period if an underpayment in premium cannot be collected, or c) refund any overpayment. Coverage will be null and void if for any reason Your payment is not honoured by the financial institution. The premium is calculated using the most current premium rates on the date You apply for coverage, for Your age on the Effective Date. We reserve the right to decline any application for insurance.

**Duplicate Contracts or Policies.** In the event that more than one contract is issued to one Insured, benefits shall be limited to the maximum payable under one contract at any time, and a refund for duplicate premiums will be issued.

**Misrepresentation or Nondisclosure.** All coverage under this Policy shall be void, if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or subject thereof, or the interest of the Insured therein, or in the case of any fraud or false swearing of the Insured.

**Material Facts.** No statement made by an Insured at the time of Application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the Application or any other written statements or answers furnished as evidence of insurability.

**Governing Law.** This Policy is governed by the laws of the Canadian province or territory where this Policy was sold. Any action or proceeding against the Insurer for recovery of claims under this Policy must be brought in the Canadian province or territory where this Policy was sold and must commence within 1 year from the date on which the cause of action arose.

**Benefit Payments.** All benefits are payable to You unless You assign Your right to payment directly to the service provider or another named assignee. In the event of Your death all benefits are payable to Your estate. Benefit payments do not provide for the payment of any interest.

**Currency.** All premium amounts, Benefit Maximums and benefit payments are stated in Canadian Dollar currency. For reimbursement purposes, the exchange rate on foreign currency shall be the rate determined at the date the expense was paid and quoted by the Financial Institution selected by the Claim Administrator. At Our option We may pay a claim for benefits in the currency where the loss occurred or in United States currency.

**Co-ordination of Benefits.** The benefits in this Policy are payable in excess of those available under any other valid and collectible insurance Policy or plan under which You are entitled to claim including but not limited to, a government health insurance plan, group or personal accident and sickness insurance or extended health/medical care coverage, any automobile insurance or benefits plan, homeowner, tenant, or other multi-peril insurance, credit card benefit insurance, and other travel insurance. Any payment made under this Policy will be co-ordinated with any other plan providing similar coverage such that the total benefits payable under all policies or plans does not exceed 100% of the eligible expenses incurred.

**Termination by Insured.** The Insured may terminate this contract at any time by giving written notice of termination to the Plan Administrator acting on behalf of the Insurer, or by delivery thereof to an authorized agent (e.g. school or organization). If this Policy is cancelled prior to the Effective Date for medical reasons, the Insured or the Insured's authorized agent where applicable, will receive a full refund of premiums paid. If the Policy is cancelled for any other reason, an administration fee of \$25 may be charged. If this Policy is cancelled after the Effective Date, We will refund the premiums paid for unused coverage less an administration fee of \$25, provided that no claims have been incurred or paid, or are pending. A waiting period applies to all refunds.

**Refunds.** Refunds are calculated on a pro-rata basis from the date postmarked on Your written request or on the date such fax or e-mail request is received by the Plan Administrator and are subject to a minimum refund amount of \$10. No refunds will be paid on Returning Canadians' 90-day GHIP replacement coverage.

**Termination by Insurer.** (1) The Insurer may terminate this contract at any time by giving written notice of termination to the Insured. Unused premiums will be refunded in the event that no claims are paid or pending. (2) The notice of termination may be mailed to the Insured, or sent by fax or email, or where the application has been sent by another party or agent, that party or agent may be notified by mail, fax or email. (3) Where the notice of termination is given, 5 days notice of termination shall be given, effective the date of mailing, fax or email.

**Subrogation (Right of Recovery).** If any benefit paid to You or on Your behalf is in excess of the amount allowed by the provisions of this Policy, or if payment is made due to a clerical or administrative error, then We reserve the right to recover such amount from You or any institution, insurer, or other organization or party to whom such payment was made.

If any payment is made under this Policy, then We have the right to proceed in Your name against any third party that may be responsible for giving rise to a claim under this Policy. We or Our designated representatives shall have full rights of subrogation. You shall not do anything to prejudice such rights and shall co-operate fully with Us or Our designated representatives, by agreeing to sign, execute and/or deliver such documents as are required to proceed against any third party that may be liable.

**Policy Extensions.** The maximum Coverage Period available under this Policy, including extensions, is 365 consecutive days from the Effective Date. Any request for an extension must be made to the Plan Administrator no later than 7 business days immediately before the Termination Date of Your existing coverage. Coverage for this Policy extension will be void from inception if any payment is not honoured by Your financial institution. The Plan Administrator or the Insurer has the right to refuse any extension. If a claim has been received for any Insured, an extension may be granted with an exclusion for the claimed condition.

**Automatic Continuation of Coverage.** If the Insured is unavoidably delayed for a reason in no way attributable to the Insured, beyond the end of the Coverage Period, this Policy will automatically remain in effect at no extra premium for a period not to exceed:

- a) 72 hours, if delayed while travelling as a fare paying passenger in a licensed public conveyance or by private vehicle and the delay is caused by mechanical breakdown, a traffic Accident or inclement weather; or
- b) the period of confinement as an in-patient in a Hospital (unless said period of confinement is in excess of the maximum limitation for Psychiatric Hospitalization) OR the period during which You are unable to travel on medical grounds (excluding psychiatric conditions) acceptable to the Claim Administrator. Following discharge from Hospital or following medical approval to travel, an additional 72-hour extension will be granted.

**Notice and Proof of Claim.** The Insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall, (a) give written notice of the claim including a completed Claim Form, and originals of all bills to the Claims Administrator or Plan Administrator, acting on behalf of the Insurer by delivery thereof, or by sending it by mail, not later than 30 days from the date that a claim arises under the contract on account of an Accident, Injury, Sickness or disability; (b) within 90 days from the date a claim arises under the contract on account of an Accident, Injury, Sickness or disability, furnish to the Claim Administrator or the Plan Administrator such proof as is reasonably possible in the circumstances of the happening of the Accident or commencement of the Injury, Sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, and (c) if so required by the Claim Administrator or Plan Administrator, furnish a satisfactory certificate as to the cause or nature of the of the Accident, Injury, Sickness or disability for which claim may be made under the contract. This reference to 'disability' refers to benefits payable under the Accidental Death and Dismemberment Benefit.

**Failure to give Notice or Proof.** Failure to give notice of claim or furnish proof of claim within the time prescribed above does not invalidate the claim if 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 incident or Accident or the date a claim arises under the contract on account of Injury, Sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**Plan Administrator to Furnish Forms for Proof of Claim.** Claim Forms are provided with each ID Card issued, and are also provided to all schools and organizations. Where a Claim Form is required, the Plan Administrator will provide one to the Insured by fax, email or mail. Claim Forms are also available at our website: [www.studentguard.com](http://www.studentguard.com).

**Rights of Examination.** As a condition precedent to recovery of insurance money under this contract, (a) the claimant shall afford to the Insurer an opportunity to examine the Insured when and so often as it reasonably requires while the claim hereunder is pending. The physician and the location of such examination shall be at the Insurer's discretion. The insured agrees to cooperate and to provide full details to the physician. This physician may, in conjunction with input from the treating physician, make additional recommendations to assist in recovery or cure. and (b) in the case of death of the person insured, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

**Non-compliance with obligations.** We may choose to limit or refuse payments when (a) the insured or the party concerned with the payment is negligent in the fulfilment of any obligation resting upon him/her and has thus harmed the interests of the insurer; (b) facts have been incorrectly or insufficiently provided, or have been misrepresented, or if false data has been provided, (c) where an insured suffers an Injury or Sickness, the Insured is required to seek immediate medical treatment and to follow all doctors advice, prescriptions and orders. Failure to comply may result in reduction or refusal of payments.

**When Money Payable.** All money payable under this contract shall be paid by the Insurer within 90 days after it has received acceptable proof of claim.

**Limitation of Actions.** An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

## CLAIM PROCEDURE

1. You **must call** the Emergency Assistance Number shown below **BEFORE admission to Hospital as an inpatient and for prior written approval BEFORE any expenses are incurred for the following:**

- Major Diagnostic tests
- Surgery
- Family Transportation
- Dental
- Air Evacuation
- \* Repatriation / Burial

2. Present Your StudentGuard I.D. Card to Your medical service providers.

3. Complete a claim form for EACH new Sickness or Injury when FIRST treated. Take it with You on Your first appointment if possible. You may photocopy a blank claim form for future use or obtain forms from Your organization or from our website at [www.studentguard.com](http://www.studentguard.com).

4. Within 30 days of the first medical expense, **MAIL:**

- Completed claim form
- **Original** itemized bills / receipts
- Include medical reports, emergency room report, history & physical, surgical, lab, x-rays and discharge reports to:

**StudentGuard Claims  
300 John Street, Suite 610  
Thornhill, Ontario Canada L3T 5W4**

**Remember to keep a copy for Your files.**

5. For a death claim, the beneficiary or other person entitled to claim must call Travel Healthcare Insurance Solutions Inc. to report the claim. Details of claim must be submitted with an original death certificate or other proof of death, acceptable to Us.

We will not accept liability for any claim submitted to Us more than 1 year after the date the loss was incurred.

**Claims cannot be considered unless the claim form is fully completed and signed by the claimant and submitted with all the ORIGINAL required documentation which must be provided free of expense to Us.**

**Payment will not be released until all original invoices and receipts are received by the Claim Administrator.**

## PRIVACY

We and Our Plan Administrator (collectively "We" "Our" in this privacy section) are committed to protecting the privacy of the personal information We receive from You and other sources when We process Your Application for insurance and when We consider any claim You may submit. To protect confidentiality, We will limit access to Your information to those of Our employees and agents who are responsible for the administration of this insurance and the processing and investigation of claims or to any other person You authorize or as required or authorized by law. Your information is held in the offices of T.H.I.S. from whom You may request to review Your information

**Contact the 24 Hour Toll-Free Emergency Assistance Number at 1-888-756-8428 (North America) or collect (905) 731-8291**

- 1. within 24 hours of admission to Hospital, or if incapacitated, as soon as reasonably possible;**
- 2. for any benefit where prior approval is required;**
- 3. for Inbound Insureds on an Excursion, prior to incurring ANY medical expenses.**

**Failure to notify the Claim Administrator as required will limit Our liability to 90% of the eligible expenses incurred.**

Underwritten by



**ACE INA Life Insurance  
130 King Street West, 12<sup>th</sup> Floor  
The Exchange Tower  
Toronto, Ontario  
M5X 1A6**