

# COMPREHENSIVE+ PLAN



studyinsured™

## Emergency Assistance

In a medical emergency you must contact StudyInsured™ Assistance  
Toll-Free 1-866-883-9787 or Collect 416-640-7865

StudyInsured™ Assistance makes sure that you get the care you need. When you call StudyInsured™ Assistance, a case will be opened for you, and medical staff will review your case to make sure you receive the best care possible for your situation. StudyInsured™ Assistance will even arrange direct payment to hospitals and other service providers, so you don't need to worry about the bills.

### IMPORTANT NOTICE – PLEASE READ CAREFULLY

In the event of a medical emergency, you or someone acting on your behalf must call one of the following telephone numbers listed below:

U.S. and Canada 1-866-883-9787

Elsewhere 416-640-7865 Collect

In the event of sickness or injury covered by this policy requiring hospitalization, surgery, major diagnostic testing, or any medical treatment outside of Canada, you must contact StudyInsured™ Assistance within 48 hours from the time of emergency. If StudyInsured™ Assistance is not contacted, your claim may be denied or only partially covered.

This insurance covers medical expenses from sickness or injury, and losses arising from unexpected circumstances. Coverage is subject to certain limitations and exclusions, which are explained in this policy. It is important that you read and understand your policy.

You must call StudyInsured™ Assistance to ensure coverage of certain expenses. If you fail to contact StudyInsured™ Assistance, you may be responsible for a portion of the expenses.

In the event of an accident, injury or sickness, your prior medical history will be reviewed after a claim has been reported.

All benefit limits are expressed in Canadian currency.

This policy is underwritten by certain Lloyd's Underwriters. MSH International (Canada) Ltd., operating as StudyInsured™, performs enrolment and provides customer service. Emergency Assistance is provided by StudyInsured™ Assistance.

Certain Lloyd's Underwriters 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 as a result of an unexpected sickness or injury up to the benefit maximum for that particular benefit, or to the overall policy maximum. All maximums stated in this policy are per insured person per consecutive 12-month period unless otherwise stated.

This policy is in force only if StudyInsured™ confirms your coverage after receiving your enrolment information and the full premium. If you have not received confirmation of coverage, immediately contact StudyInsured™ Assistance by phone at 1-866-883-9787 or email [studentassist@studyinsured.com](mailto:studentassist@studyinsured.com).

**Restriction on Beneficiary Designation**  
This policy contains a provision removing or restricting your right to designate persons to whom or for whose benefit insurance money is to be payable.

Please read your policy carefully before you travel.

For information about making a claim, or the status of a claim you have already sent us, call StudyInsured™ Claims at 1-866-883-9485 or 416-640-7862 or email [studentclaims@studyinsured.com](mailto:studentclaims@studyinsured.com).

## POLICY FOR INTERNATIONAL STUDENT HEALTH INSURANCE AND THIRD PARTY LIABILITY

### SECTION I – ELIGIBILITY AND COVERAGE PERIOD

To be eligible for coverage, you must be:

- an international student or participant at a participating educational institution or organization with a current passport and/or student visa, under the age of 70, residing in Canada, whose name is on file with the plan administrator as being insured under this policy during the coverage period; or
- an international faculty member, teacher, or other affiliate in an educational, business, or cultural exchange with a participating educational institution or organization, under the age of 70, residing in Canada, whose name is on file with the plan administrator as being insured under this policy during the coverage period; or
- the parent/legal guardian, spouse and/or dependent child(ren) under the age of 70 of any of the persons listed above, residing together in Canada, and sharing the same coverage period.

Eligibility does not supercede the participating educational institution's or organization's decision to exclude from coverage individuals other than the international student or participant.

Coverage commences on the latest of:

- the date the plan administrator confirms that you are insured under the policy;
- the date that you leave your home country to come to Canada;
- the effective date shown on your confirmation of coverage documents.

Travel from your home country to Canada is covered (including any layover location en route to Canada) provided the total trip length between departure from your home country and arrival in Canada does not exceed seven (7) days.

This policy terminates on the earliest of:

- the expiry date indicated on your confirmation of coverage documents;
- the date the required premium is due and unpaid and appropriate statutory notice has been given to you;

- the date you attain age 70;
- the date we obtain reasonable evidence of fraudulent use of the coverage card;
- the date you permanently return to your home country;
- 60 days after the date from which a participating educational institution or organization no longer considers you active in their program whether that be through removal or voluntary departure (not applicable if you graduate from the participating educational institution);
- 60 days after the date you no longer meet the eligibility requirements under SECTION I – ELIGIBILITY AND COVERAGE PERIOD (not applicable if you graduate from the participating educational institution).

#### Coverage Outside of Canada

School breaks and travel outside Canada during the coverage period are valid provided at least 51% of the coverage period is spent in Canada. Coverage for travel to the USA is limited to a maximum of 30 days per visit and cannot exceed 49% of the coverage period.

Visits to your home country are permitted, however, coverage will be suspended and expenses will not be covered, nor premiums refunded while in your home country, except where travel to your home country is expressly taken in order to participate in a school-organized sporting or extra-curricular event. 51% of the coverage period must still be spent in Canada. StudyInsured™ Assistance requires notification within 48 hours for any medical treatment provided outside of Canada.

#### Extended Coverage After Termination Date

If you are hospitalized on the last day of this policy's coverage period for an eligible sickness or injury, coverage will be automatically extended until discharge for up to a max of 30 days without additional premiums. Coverage for the same sickness or injury for which you were initially hospitalized will be extended for an additional 72 hours after you are discharged from the hospital to facilitate your return to your home country.

Coverage is automatically extended for up to 72 hours in the event you missed your scheduled return to your home country due to a delay caused by the common carrier in which you are a passenger.

### SECTION II – DEFINITIONS

Whenever used in this policy, the following terms shall be italicized and have the meaning specified below.

**Accident** means an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily injury.

**Chronic Condition** means a sickness, disease or injury that is persistent, incurable and does not spontaneously disappear with time.

**Claim Documents** means the information relevant to your visit to a medical facility. This includes, but is not limited to, a signed claim form, medical notes/records, referrals, itemized bills, payment receipts, and prescription receipts.

**Common Carrier** means any person or agency publicly engaged in the business of transporting passengers by land, water, or air for profit. Common carriers include railroads, steamships, airlines, buses, and taxis where passengers are charged a fare.

**Corrective Device** means a device that is required by you on the advice of a physician to compensate for a physical impairment and without which it would be a physical impossibility for you to continue your trip. Includes prosthetic limbs, wheelchairs, seeing-eye dogs, and hearing aids, but not eyeglasses, or orthodontic or other dental appliances.

**Coverage Documents** means the welcome letter that is provided to you either in hard copy or electronically that includes your personalized wallet card showing your name, policy number, and coverage dates.

**Coverage Period** means the period of time that you are insured under the policy, starting from 12:01 a.m. on the effective date of coverage and ending at 12:00 midnight on the termination date.

**Dentist** means a practitioner of dentistry lawfully qualified and licensed to practice in the jurisdiction in which they have provided the services or supplies for which the charges are incurred.

**Dependent Child(ren)** means unmarried persons residing with you and dependent on you for support if you are their parent/legal guardian, and who are:

- at least 15 days old, unless the child is born as a result of an eligible pregnancy as set out under this policy, and under 21 years of age; or
- under 26 years of age and in attendance at an institution of higher learning, or
- of any age over 15 days old and have a mental or physical impairment.

**Emergency** means an unexpected and unforeseen sickness or injury which makes it necessary to receive immediate medical treatment for the relief of acute pain or suffering which cannot be delayed until you return to your home country.

**End of Emergency** means a given declaration, as determined by StudyInsured™ Assistance that there is no pending emergent treatment and you are able to continue their trip. End of Emergency can also be declared once you are able to return, or have returned, to your home country.

**Excursion** means any continuous travel outside of Canada (and not to your home country) during the coverage period, provided that at least 51% of the coverage period is spent in Canada.

**Fit to Travel** means the treating medical practitioner had determined you are able to complete travel to your home country and/or resident country with or without medical attention and services.

**GHIP** (Government Health Insurance Plan) means the health insurance coverage that Canadian provincial or territorial governments provide for their residents.

**Home Country** means the country where you maintained a permanent residence prior to entry into Canada.

**Home Health Care** means care that is provided in your principal residence within Canada.

**Hospital** means an establishment which:

- holds a license as a hospital (if licensing is required in the jurisdiction);
- operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- provides 24 hour a day nursing service by registered or graduate nurses;
- has a staff of one or more physicians available at all times;
- provides organized facilities for diagnosis, and major medical surgical facilities;
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

**Hospitalized or Hospitalization** means you occupy a hospital bed for more than 24 hours for medical treatment and for which admission was recommended by a physician when medically necessary.

**Immediate Family Member** means your spouse, parent/legal guardian (includes stepparent), brother or sister (includes stepbrother or stepsister), child (including legally adopted child or stepchild), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law.

**Injury** means bodily damage or harm, sustained by you, directly resulting from an accident that occurs while your coverage under this policy is in force and requires emergency treatment that is covered by this policy.

**In-patient** means a patient who occupies a hospital bed for more than 24 hours for medical treatment and for whom admission was recommended by a physician when medically necessary.

**Insured or Insured Person** means a person for whom insurance is in force under this policy and who is on file/declared with the plan administrator.

**Insurer** means certain Lloyd's Underwriters who provide this insurance.

**International Student** means a non-Canadian student enrolled in and attending classes in an educational program at a participating educational institution who has had to obtain a student visa and/or temporary visa status for the purpose of pursuing an education within Canada and is required to arrange insurance through the participating educational institution.

**Loss** means, in sections pertaining to Accidental Death and Dismemberment benefits:

- with reference to quadriplegia, paraplegia, and hemiplegia: the complete and irreversible paralysis of such limbs;

- with reference to hand or foot: complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- with reference to arm or leg: complete severance through or above the elbow or knee joint;
- with reference to thumb and index finger: complete severance through or above the first phalange;
- with reference to eye: the irrecoverable loss of the entire sight thereof;
- with reference to speech: complete and irrecoverable loss of the ability to utter intelligible sounds;
- with reference to hearing: complete and irrecoverable loss of hearing in both ears;
- with reference to "Loss of Use": the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

**Major Diagnostic Testing** means diagnoses which require magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and/or biopsies.

**Medical Treatment** means any reasonable medical, therapeutic or diagnostic measure prescribed by a medical *physician* or eligible paramedical practitioner, including prescribed medication, reasonable investigative testing, *hospitalization*, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem.

**Medically Necessary** means the services or supplies provided by a *hospital* or *physician*, licensed *dentist* or other licensed provider that are required to identify or treat *your sickness or injury* and that are defined as follows:

- consistent with the symptom or diagnosis and treatment of *your sickness or injury*;
- appropriate with regard to standards of good medical practice;
- not solely for the convenience of *you*, a *physician* or *surgeon* or other licensed provider; and
- when applied to the care of an *in-patient*, it further means that *your* medical symptoms or conditions require that the services cannot be safely provided as a *hospital* outpatient.

**Minor Ailment** means any *sickness or injury* which does not require:

- the use of medication for a period of greater than 15 days; or
- more than one follow-up visit to a *physician*, *hospitalization*, surgical intervention; or
- referral to a specialist; and
- which ends at least 30 consecutive days prior to the start date of coverage.

A *chronic condition* or any complication of a *chronic condition* is not considered a minor ailment.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pickaxes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

**Parent/Legal Guardian** means the natural or adoptive parent, or another adult, who is responsible for the care of, and lives at the same residential address as, an *international student* or *participant* under the age of 18.

**Participant** means a non-Canadian, individual member of a group such as a club or camp, amateur sports team, day care center, religious or charitable organization, volunteer, civic, community service or recreational organization.

## SECTION III - BENEFITS

### EMERGENCY BENEFITS

When, by reason of *sickness or injury*, *you* incur eligible expenses as described in this section, the *insurer* will reimburse the *reasonable and customary* costs for such expenses, subject to all limitations, exclusions and other provisions of the policy. The *insurer* will pay benefits to the claimant or the assigned person/health care provider named on the claim form, during the *coverage period* to a maximum of \$5,000,000 per *insured person*. Coverage for an *insured person* under the age of six (6) months old is limited to \$25,000. The benefits within this policy are not subject to a deductible.

Coverage for eligible expenses will only be provided until the *end of emergency* is declared, unless further treatment is approved in advance by StudyInsured™ Assistance.

Should *you* qualify for and receive coverage under *GHIP*, eligible expenses shall exclude any treatment or services eligible under *GHIP*.

#### 1. Hospitalization Expenses

- Hospital* charges for room and board in a *hospital*, limited to the semi-private accommodation level;
- emergency room fees;
- hospital* charges for out-patient services when medically required.

StudyInsured™ Assistance must be notified within 48 hours of *hospitalization*. Please see SECTION X - GENERAL PROVISIONS AND LIMITATIONS: Pre-Approval Requirements for more information.

#### 2. Medical Expenses

- Medical treatment* by a legally licensed *physician*, surgeon, anesthetist, nurse practitioner, or registered graduate nurse (other than an *immediate family member*);
- blood plasma, whole blood or oxygen including their administration.

#### 3. Psychiatric/Psychological Care

When deemed essential by the attending *physician*, the actual costs for:

- visits to a licensed psychiatrist, psychologist or social worker for the relief of acute symptoms, up to a maximum limit of \$2,000 per *insured person*; or
- for *hospital* expenses due to psychological, mental or emotional disorders, suicide, any attempt at suicide, or intentionally self-inflicted *injury* up to a lifetime maximum of \$50,000;
- fees billed separately for the services of a psychiatrist provided on an in-patient basis following an *emergency*, up to a lifetime maximum of \$10,000;
- the initial visit to the *physician*.

#### 4. Prescription Drugs

Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when *medically necessary for emergency medical treatment*. This benefit is limited to a 60-day supply per prescription, unless *you* are *hospitalized*. Ongoing prescriptions for *chronic conditions* and over-the-counter drugs or medicines are not covered.

#### 5. Dental Emergency

When performed by a legally qualified *dentist* or oral surgeon, *emergency* treatment:

- up to \$4,000 to repair or replace whole or sound natural teeth or permanently attached artificial teeth damaged as a result of an accidental blow to the face.
- up to \$650 for relief of pain caused other than by a blow to the face and including impacted wisdom teeth for which *you* have not previously received treatment or advice.

Reimbursement will not exceed the minimum fee specified in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which the *insured person* receives such treatment.

Treatment must be initiated within fourteen (14) days from the time the *emergency* began and be completed no later than 90 days after treatment began and within the *coverage period*.

Routine dental exams, cleanings, scalings, fluoride treatments, and orthodontics, including repair to dental appliances, are not covered.

**Participating Educational Institution or Organization** means a school, school board/district, college, university, or other recognized institution of learning, or other contracted group in Canada which has been fully accredited (if required) in accordance with applicable law and regulations and has agreed to participate in the International Student Health Insurance and Third Party Liability - Comprehensive+ Plan.

**Physician or Surgeon** means a medical doctor, other than *you* or an *immediate family member*, who is licensed to administer *medical treatment* and prescribe drugs in the jurisdiction where they provide medical services.

**Plan Administrator** means MSH International (Canada) Ltd., operating as StudyInsured™.

**Reasonable and Customary** means the amount usually charged for treatment, services or supplies to provide an appropriate level of care given the severity of the *sickness or injury* being treated, in the geographical location where the treatment, services or supplies are being provided.

**Sickness** means the onset or deterioration of illness or disease requiring *medical treatment*, care or advice while *you* are in Canada or on an *excursion*.

**Spouse** means the person related to *you* in one of the following ways:

- legally married to *you* or in a civil union; or
- living with *you* in a conjugal relationship and represented as *your spouse* or partner.

**Stable** means any medical condition, whether or not the diagnosis has been determined, other than a *minor ailment* for which there has been:

- no *hospitalization*; and
- no new diagnosis, treatment or prescribed medication; and
- no alteration\* in treatment or medication; and
- no new, more frequent or more severe symptoms; and
- no new test results showing deterioration; and
- no referral to a specialist (made or recommended) and *you* are not awaiting surgery or the results of further investigations performed by any medical professional.

\*Alteration includes a new medication, stopped medication, increase or decrease in medication, but does NOT include changes between brand-name and generic versions of drugs with the same active ingredient and dosage, or routine adjustments of maintenance medications such as insulin, Coumadin or Warfarin.

**Teacher** means an individual in the education profession who is temporarily visiting Canada for the purposes of accompanying one or more *international students* and/or whose visit is sponsored by a *participating educational institution* as part of a cultural exchange or similar program.

**Terminal Illness** means *you* have a condition that is cause for the *physician* to estimate that *you* have less than 6 months to live.

**You or Your** means the *insured person*.

#### 6. Paramedical Services

When deemed essential on an *emergency* basis and accompanied by a written referral from a *physician*, the services (including x-rays) of a physiotherapist, chiropractor, licensed chiroprapist, massage therapist, naturopath, osteopath, podiatrist, speech therapist or acupuncturist; up to a maximum limit of \$1,000 per policy, for each class of practitioner.

#### 7. Diagnostic Services

Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of the *emergency medical treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are approved in advance by StudyInsured™ Assistance.

See SECTION X - GENERAL PROVISIONS AND LIMITATIONS for more information.

#### 8. Medical Appliances

When prescribed by the attending *physician* as the result of a covered *accident* or *sickness* the rental of crutches or *hospital* type bed, standard wheelchair, cost of splints, canes, slings, trusses, braces or other prosthetic appliances approved by StudyInsured™ Assistance, but in no event will the amount payable exceed the total purchase price or that expense typically covered under provincial programs.

#### 9. Private Duty Nurse and Home Health Care

When approved in advance by StudyInsured™ Assistance, prescribed by an attending *physician*, and required following a covered *emergency*, *medically necessary* costs incurred for:

- the professional services of a registered private duty nurse (other than by an *immediate family member*) while *hospitalized*; or
- in lieu of *hospitalization*, up to a maximum of \$15,000 for *home health care* from a registered private duty nurse or licensed medical practitioner (other than an *immediate family member* or resident of *your* principal residence).

#### 10. Substance Abuse Care

Up to \$25,000 for emergency transportation, emergency room treatment, and *hospitalization* for *illnesses* and *injuries* as a direct result of using alcohol, drugs or other intoxicants provided a minimum of six (6) consecutive months of coverage has been purchased. This includes up to three (3) counselling or treatment sessions related to alcohol or drug dependency after the initial *emergency* but does not include admission into any treatment program beyond the 3 counselling sessions. This benefit is limited to a maximum of two (2) claims per policy year.

*Illnesses* or *injuries* sustained while operating a motorized licensed vehicle and or operating machinery while under the influence of alcohol, drugs or other intoxicants are not covered.

#### 11. Tutorial Service

If *you* are confined to a *hospital* for a minimum period of thirty (30) consecutive days due to a covered *sickness or injury*, the *insurer* will pay up to \$20 per hour to a maximum of \$400 for the actual expenses incurred for a qualified private tutorial service.

### EMERGENCY TRANSPORTATION

#### 12. Ground Transportation

Up to overall policy limit for a licensed ground ambulance service to the nearest medical facility for *medical treatment* as the result of a covered *sickness or injury*.

Benefit also includes taxi fare up to \$125 in lieu of ambulance if approved in advance by StudyInsured™ Assistance.

#### 13. Air Transportation

This benefit must be pre-approved and arranged by StudyInsured™ Assistance

Up to \$300,000 for:

- air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* or to a *hospital* in *your home country* for immediate *emergency medical treatment*;
- transport on a licensed airline with an attendant (when required) for *your emergency* return to *your home country* or *your* province or territory of residence in Canada for immediate medical attention;
- the fare for additional seats to accommodate a stretcher, if required, to return *you* to *your home country* or *your* province or territory of residence in Canada;
- up to the cost of a one-way economy airfare to return *you* to *your home country* or *your* province

or territory of residence in Canada following an *emergency* and after *you are fit to travel*.

The cost of ground transportation before or after the flight or for connecting flights as well as the cost of a medical attendant, if required, are included in this benefit.

#### 14. Repatriation of Remains

In the event of *your* death as a result of a covered *accident* or unforeseen *sickness* and when approved and arranged in advance by StudyInsured™ Assistance, up to \$20,000 toward:

- the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to *your home country*; or
- cremation and/or burial at the place of death

The cost of the casket, urn or funeral is not covered.

#### 15. Transportation to Bedside

**This benefit must be pre-approved and arranged by StudyInsured™ Assistance**

Up to a maximum of \$5,000 for single round-trip economy airfare by the most direct and economical route plus up to \$150 per day to a maximum of \$1,500 for the reasonable commercial living expenses for up to two (2) *immediate family members* to:

- be with *you* if *you are hospitalized* as the result of a covered *emergency* and the attending *physician* provides written certification that the situation was serious enough to warrant the visit; or
- identify *you* prior to the release of *your* body, where necessary.

### NON-EMERGENCY BENEFITS

**The following benefits are payable when incurred during the *coverage period*.**

#### 16. Physical Examination

The cost of one annual medical examination by a physician in any consecutive 12-month period provided a minimum of six (6) months of consecutive coverage has been purchased.

#### 17. Eye Examination

Up to \$100 for one eye examination by a licensed optometrist or ophthalmologist in any consecutive 12-month period provided a minimum of six (6) months of consecutive coverage has been purchased.

Corrective lenses and frames are not included.

#### 18. Vaccinations and Tuberculosis Testing

Up to a maximum of \$150 for vaccinations and/or tuberculosis testing in any consecutive 12 month period, provided a minimum of six (6) months of consecutive coverage has been purchased.

#### 19. Maternity

For pregnancy that commenced during the *coverage period*, costs incurred in Canada up to a maximum of \$25,000 for:

- pre-natal care; and
- childbirth; and
- post-natal care; and
- complications including premature delivery and childbirth by caesarian section; and
- spontaneous, non-induced, pregnancy terminations; and
- one induced termination per *coverage period*.

This benefit ends on the expiry date of the *coverage period* regardless of the expected date of delivery.

#### 20. Sexual Health Consultation

Up to \$100 for elective testing for sexually transmitted diseases (STD), including one consultation for the prescription of the "morning after pill" or birth control medication, during any consecutive 12-month period provided a minimum of six (6) months of consecutive coverage has been purchased.

#### 21. Corrective Devices

**This benefit must be pre-approved and arranged by StudyInsured™ Assistance**

Up to \$1,000 to repair or replace a *corrective device* required by *you* if, during the *coverage period*, *your required corrective device* is stolen and not recovered, is damaged, or suffers a malfunction or defect which renders it unusable.

This benefit does not apply to defects or malfunctions which were evident prior to the *coverage period* or to defects or malfunctions covered by other insurance plans including manufacturers' warranties. Corrective lenses and orthodontic appliances are excluded from this benefit.

## SECTION IV - EXCLUSIONS

Failure to contact StudyInsured™ Assistance in the event of *hospitalization* within 48 hours from the time of the *emergency* may limit eligible medical expenses.

This policy does not cover losses or expenses related in whole or in part, directly or indirectly to any of the following:

- Any sickness, injury* or medical condition that was not *stable* in the 90 days prior to the effective date. If coverage is renewed without any lapse, this exclusion will be applied based on the effective date of the initial Comprehensive+ policy as long as subsequent coverage is purchased on or before the expiry date of the existing policy.
- Injuries* received while *you* are participating in any manoeuvres or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority.
- Pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or their complications except as provided under Benefit #19 – Maternity.
- Any elective, dental, plastic or cosmetic surgery except as the result of a covered *emergency*, as provided under Benefit #5 – Dental Emergency.
- Any sickness or injury* if at the time of the *sickness or injury*, *you* are under the influence of drugs, alcohol or other intoxicants (unless administered on, and in strict accordance with, the advice of a legally qualified *physician*), except as provided under Benefit #10 – Substance Abuse Care and/or Benefit #14 – Repatriation of Remains.
- Mental, emotional or psychological disorders including medications except as provided under Benefit #3 – Psychiatric/Psychological Care and/or Benefit #14 – Repatriation of Remains.
- Treatment or services that contravene any *GHIP* plan in Canada.
- Suicide, any attempt at suicide, or intentionally self-inflicted *injury* whether *you* are sane or insane, except as provided under Benefit #3 – Psychiatric/Psychological Care.
- An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority.
- Any services or supplies provided by *you* or *your immediate family member*.
- A *sickness or injury* that, at the time of departure from *your home country*, might reasonably be expected to require *you* to undergo *medical treatment, surgery or hospitalization*.
- Any *medical treatment* claimed under the Emergency Benefits section of the policy required on an ongoing basis including continued stabilization of a *medical condition*, regular care of a *chronic condition, home health care*, investigative testing, rehabilitation or convalescent or ongoing care, and *medical treatment* of an acute *sickness and/or injury* after the *end of emergency* except as provided in Benefit #9 – Private Duty Nurse and Home Health Care.
- The portion, if any, of any expenses for treatment, advice or *hospitalization* which are not *reasonable and customary*.

### ACCIDENTAL DEATH AND DISMEMBERMENT

If a covered *loss* occurs due to *injury*, we will pay in one sum the indicated percentage of the Principal Sum as set out in the Loss Schedule below, as follows:

*Common Carrier* Principal Sum: \$100,000.

24 Hour Accident Principal Sum: \$ 50,000.

#### 22. Common Carrier Accident

Should *you* incur either Loss of life or a dismemberment described in the Loss Schedule as a result of an *injury* sustained while riding as a fare paying passenger on a *common carrier*, benefits shall be paid in accordance with the *Common Carrier* Principal Sum.

#### 23. 24 Hour Accident

If *injury* results in any of the following *losses* within 365 days after the date of the *accident* other than due to a *common carrier*, the policy provides the benefits indicated below, in accordance with the 24 Hour Accident Principal Sum:

### LOSS SCHEDULE

Loss	% of Principal Sum
Loss of life	100%
Loss of both hands or Loss of both feet	100%
Loss of entire sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and the entire sight of one eye	100%
Loss of one foot and the entire sight of one eye	100%
Loss of one arm	50%
Loss of one leg	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of entire sight of one eye	50%
Loss of thumb or index finger of the same hand	33 ⅓%
Loss of speech and hearing	100%
Loss of speech or hearing	66 ⅔%
Quadriplegia, paraplegia, hemiplegia	100%
Loss of use of both arms or both hands	100%
Loss of use of one hand or one foot	50%
Loss of use of one arm or one leg	50%

### Disappearance

If *your* body has not been found within one year of *your* disappearance (as documented by a competent governmental or law enforcement agency), *you* shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of life.

### Beneficiary

The benefit for Loss of life is payable to the deceased person's estate. If *you* are under age 16 (or 18 in Quebec), the benefit is payable to *your parent/legal guardian*. We may ask the claimant to prove their relationship to the deceased.

#### 24. Trauma Counselling

Expenses incurred for up to six (6) trauma counselling sessions if *you* suffer a loss under Accidental Death & Dismemberment within 90 days from the date of an *accident* which occurred during the *coverage period*.

- Medical treatments* or services within *your home country* except where travel is expressly taken in order to participate in a school-organized sporting or extra-curricular event.
- Drugs and medications which are:
  - commonly available without a prescription, preventative medications or vaccines (except as otherwise provided in Benefit #18 – Vaccinations and Tuberculosis Testing), acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
  - any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs;
  - not legally registered and approved in Canada or not *medically necessary*.
- Translation services of any kind, even when utilized in the delivery of medical services.
- Organ transplants.
- Any sickness, injury* or medical condition for which a diagnosis need not have been made, where the policy is purchased or the visit is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such visit is taken on the advice of a *physician* or *surgeon*.
- Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail except as provided under Benefit #18 – Vaccinations and Tuberculosis Testing.
- The worsening, recurrence, side effects or complications of a medical condition resulting from *your* non-compliance or failure to follow the directions of a *physician* or other health care provider except as provided under Benefit #14 – Repatriation of Remains.
- Injury* resulting from participation in: professional athletics (for which *you* are remunerated); mountain climbing; aviation except as a fare-paying passenger on a commercial aircraft; hang gliding; sky diving; parachuting; bungee jumping; snow skiing or snowboarding outside of marked trails at supervised recreational facilities; motorized speed events or contests; scuba diving unless PADI/NAUI certified or accompanied by a certified instructor.
22. *Any sickness, injury* or medical condition resulting from the commission or attempted commission of an illegal act, except as provided under Benefit #10 – Substance Abuse Care.
- Any consultation or treatment for Attention Deficit Hyperactivity Disorder (ADHD) or similar conditions or diagnoses.
- Any costs incurred due to *your* travelling against the advice of a *physician* or any *loss* resulting from *your sickness* or medical condition that was diagnosed by a *physician* as a *terminal illness* prior to the effective date.
- Further *medical treatments* or services in Canada for any *sickness, injury*, or medical condition that arose during a visit to *your home country*, except where travel is expressly taken in order to participate in a school-organized sporting or extra-curricular event.



**The following additional exclusions are also applicable to Accidental Death and Dismemberment benefits:**

Sickness, disease, or disability whether the loss or claim results directly or indirectly from any of these:

26. Mental incapacity whether the loss or claim results directly or indirectly from any mental incapacity.
27. Sustained while you are undergoing the medical or surgical treatment of sickness, disease, or bodily or mental infirmity.
28. Stroke or cerebrovascular condition, cardiovascular condition including, but not limited to, myocardial infarction or heart attack, coronary thrombosis, aneurysm.
29. Travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if you are:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or

## SECTION V - THIRD PARTY LIABILITY

Coverage applies to accidents that occur within your host country during the stated coverage period, as indicated on your StudyInsured™ wallet card. This Policy covers an accident that results in the death of or injury to another person other than you and/or an immediate family member. It also covers damage/destruction to property not belonging to you where, as a result of the accident, a claim or claims are brought against you by any third party on the grounds of statutory liability in the jurisdiction where the accident occurred. Coverage is up to the Benefit Maximum of \$1,000,000 per 365 day period.

**Host Family Homeowner/Other Applicable Insurance Coverage:**

This coverage applies while you are residing in your host country. If an accident results in an eligible claim under a valid and collectable homeowner's insurance policy of your family or similar insurance policy covering property damage to your Temporary residence, we will pay the loss incurred up to the amount of the deductible under your host family's homeowner's insurance policy (or similar insurance policy), not to exceed \$1,000 per 365 day period. If no other collectible insurance exists, the maximum we will pay under this coverage section is \$1,000. We will pay the benefit pursuant

- b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
30. Infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
31. An act, attempted act or omission taken or made by you, or an act, attempted act or omission taken or made with your consent, for the purposes of interrupting the blood flow to your brain or to cause asphyxiation to you, whether with intent to cause harm or not.
32. Natural causes.

to this provision only after you have submitted to us due proof of property damage amount which was incurred. You are covered up to the Benefit Maximum for:

1. Compensation you must pay, as approved by the Company, for any settlement or legal verdict; and
2. Associated legal fees pre-approved by the Company for your representation in any legal proceedings. Legal representation must be by a person or persons other than an immediate family member and pre-approved by us.

The Company's maximum liability for any negotiated settlement or court ordered award is the lowest of:

1. The negotiated settlement or court ordered award plus all associated legal costs and disbursements; or
2. The Benefit Maximum.

## SECTION VI - THIRD PARTY LIABILITY CONDITIONS AND LIMITATIONS

1. This insurance is valid only when enrolled in conjunction with a StudyInsured™ Student Health Insurance Policy.
2. No admission, offer, promise or indemnity shall be made without Our written consent or approval. The Company shall be entitled to take over and conduct the defence and settlement in your name at its own discretion.
3. You are obligated to take all possible steps to prevent and minimize the loss including contacting an Emergency Assistance provider as soon as practically possible and supplying all information in respect of the circumstances surrounding a claim.
4. You shall provide all the information and assistance that is required by the Company. You shall provide the Company with copies of all letters, writs, summons and materials received by you.
5. We may, at Our sole discretion in respect of any occurrence or occurrences covered by this section of the Policy, pay to you the Benefit Maximum applicable of such occurrence or

occurrences, less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled. We shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of legal costs and disbursements, which have been preapproved by us.

6. Benefits payable are in excess of any homeowner, tenant, other insurance and all other sources of recovery. If any other insurance is available to you, your host family, or any third party for a covered loss under this section of the Policy, Our obligations under this Policy are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance other than deductible coverage up to \$1,000 as described above.
7. To qualify for benefits under this section, you must contact the Emergency Assistance Provider at the time you are first advised of legal action and or a claim against you. You can contact the Emergency Assistance Provider at the telephone numbers located within this Policy.

## SECTION VII - THIRD PARTY LIABILITY EXCLUSIONS

In addition to the General Exclusions within this policy (see SECTION IV - EXCLUSIONS), there is also no coverage and no benefits will be payable for any claims presented under this section resulting from:

1. any damage that is due to wear or tear;
2. damage caused by animals where you are owner and/or custodian;
3. property that you sell, rent, lease or lend for use by third parties;
4. the transmission of illness or communicable disease by you or transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any AIDS related Virus or any other disease transmitted through sexual contact or another person's body fluid;
5. your participation in riot or insurrection;
6. injury or property damage arising out of the ownership, operation or use of:
  - a. any automobile;
  - b. any type of land vehicle including off road vehicles, snowmobiles, mopeds, motorbikes;
  - c. any water craft;
  - d. any aircraft or anything that flies; and
  - e. any motorized equipment;
7. the use of any weapons;
8. any liability assumed by you under any contract or agreement including interest penalties and debts except for those contracts where you would be otherwise liable for damages;
9. a sexual assault, abuse, corporal punishment, molestation, physical or mental abuse, or similar criminal behavior that was threatened, committed or alleged to have been committed, in whole or in part, by you;
10. any injury or property damage arising from the abuse of alcohol or misuse of intoxicants, narcotics, or addictive drugs or their derivatives as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for damages incurred; misuse of medical preparations, mental eating disorders, or weight loss problems; and
11. the occupation or ownership of any land or building except any building you temporarily occupy/reside during the coverage period.
12. This policy will not provide any legal defense for any criminal act, or any intentional act either alleged or proven.
13. You have a responsibility to provide full co-operation in the defense of any claim brought against you. If you return to your home country, you are still responsible to provide full cooperation in the defense of the claim. Failure to co-operate will result in a breach of this policy and will in turn result in the refusal to provide a defense and/or indemnity of the policy coverage. You will be provided 2 notifications of breach of co-operation and if you fail to respond to these notifications, the coverage will be withdrawn and the policy will be cancelled. When you depart your host country you will be responsible to notify us of the change in address if a claim has been brought forward against you.
14. This policy will not respond to a claim for any of your immediate family members.
15. This policy will not respond to a claim for anyone working or employed by you, regardless of whether compensation has been provided.
16. This policy does not respond to any claim brought forward that includes punitive or exemplary damages.

- b. Personal injury arising out of the distribution, or display of data, by means of an Internet website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data.

**Additional Definition**

The following definition is added to Insuring Agreement SECTION II - DEFINITIONS:

**Data** means representations of information or concepts, in any form. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

**Trampoline Activities Exclusion**

It is understood and agreed that such insurance afforded by this policy shall not apply to any trampoline activities, not limited to but including training, teaching, practicing or utilizing a trampoline or similar equipment. The term trampoline also includes all similar use equipment and trampoline pits. The Trampoline exclusion does not apply to any trampoline or similar equipment with a diameter of 40 inches or less. It is further understood and agreed that the insurer shall not have any duty to defend any suit against you seeking damages on account of any such injury as a result of participating in trampoline activities. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

**Fungi and Fungal Derivatives Exclusion Endorsement**

**Fungi and Fungal Derivatives**

This insurance does not apply to:

- a. Bodily injury, property damage, personal injury, advertising injury or medical payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores;
- b. any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of fungi or spores; or
- c. any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs. This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by you.

**Additional Definitions**

The following definitions are added to Insuring Agreement SECTION II - DEFINITIONS:

**Fungi** includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens.

**Spores** includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

**Total Asbestos Exclusion**

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense. It is further understood and agreed that the insurer shall not have any duty to defend any suit against you seeking damages.

**Cyber/Data Exclusion**

This insurance does not apply to:

- a. Liability for:
  - i. erasure, disruption, corruption, misappropriation, misinterpretation of data;
  - ii. erroneously creating, amending, entering, deleting or using data; including any loss of use arising therefrom;

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### English Language Policy Wording Acknowledgement Form

It is hereby understood and agreed that the policy and policy wordings as agreed upon by *you* and conveyed to *you* by the retail broker, shall be provided in English language only. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### Punitive and/or Exemplary Damages Exclusion Clause

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### Policy Disputes

Any dispute concerning coverage under this policy and/or the interpretation of the Terms, Conditions Limitations and/or Exclusions contained herein is understood and agreed by both *you* and the *insurer* to be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s). Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### Additional Insureds Certificate Holders Endorsement

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for Canadian domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the named insured's premises or operations. No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of Canadian Jurisdiction. Except for non-payment of premium, should any of the policies described herein be cancelled by the *insurer* before the expiration date thereof, the *insurer* will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the *insurer* as provided by the broker at the time of notice. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### Illegal Substance and Illegal Activity Exclusion

It is hereby understood and agreed that this insurance excludes all liability arising from:

- a. loss or damage however caused which results, directly or indirectly, from any *illegal substance activity* regardless of *your* being unaware or able to control such activity.

It is further understood and agreed that the *insurer* shall not have any duty to defend any suit against *you* or additional *insured* seeking damages.

#### Additional Definitions

The following definitions are added to Insuring Agreement SECTION II – DEFINITIONS:

**Illegal Substance** means any substance that is not legal for *you* or any other party of interest, *your* employees or agents or any person to whom *your* property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the Controlled Drugs and Substances Act currently in force.

**Illegal Substance Activity** means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any *illegal substance*. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### War and Terrorism Exclusion Endorsement

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amount to an uprising, military or usurped power; or
2. any act of *terrorism*.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the *insurer* alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon *you*.

#### Additional Definition

The following definition is added to Insuring Agreement SECTION II – DEFINITIONS:

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Nuclear Incident Exclusion Clause

It is agreed that this policy does not apply:

- a. to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- b. to *injury* or property damage with respect to which *you* are also insured under a contract of nuclear energy liability insurance (whether *you* are unnamed in such contract and whether or not it is legally enforceable by *you*) issued by the Nuclear Insurance Association of Canada or any other insurer or group or pool of insurers, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- c. to *injury* or property damage resulting directly or indirectly from the *nuclear energy hazard* arising from:
  - i. the ownership, maintenance, operation or use of a *nuclear facility* by or on behalf of *you*;
  - ii. the furnishing by *you* of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any *nuclear facility*; and
  - iii. the possession, consumption, use, handling, disposal or transportation of *fissionable substances*, or of other *radioactive material* (except radioactive isotopes, away from a *nuclear facility*, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled, or sold by *you*.

With respect to property, loss of use of such property shall be deemed to be property damage.

#### Additional Definitions

The following definitions are added to Insuring Agreement SECTION II – DEFINITIONS:

**Nuclear Energy Hazard** means the radioactive, toxic, explosive or other hazardous properties of radioactive material.

**Radioactive Material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production use or application of atomic energy.

**Nuclear Facility** means:

- a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- b. any equipment or device designed or used for:
  - i. separating the isotopes of plutonium, thorium and uranium or any one or more of them,
  - ii. processing or utilising spent fuel, or
  - iii. handling, processing or packaging waste;
- c. any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in *your* custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

**Fissionable Substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

## SECTION VIII – CLAIM PROCEDURES

### 1. Emergency Medical Assistance

This policy provides worldwide emergency assistance for *you* while in Canada, or on an *excursion*, except where local conditions render such assistance not feasible. In the event of *sickness* or *injury* covered by this policy requiring *hospitalization*, *surgery*, *major diagnostic testing*, or any *medical treatment* outside of Canada, StudyInsured™ Assistance must be notified within 48 hours from the time of *emergency*. If StudyInsured™ Assistance is not informed, this could result in the denial of claims for some expenses and some expenses being only partially covered. In the event of a medical *emergency* *you* or someone acting on *your* behalf must call one of the worldwide telephone numbers listed below:

U.S. and Canada **1-866-883-9787**

Worldwide **1-416-640-7865** Collect

It is *your* responsibility to ensure that StudyInsured™ Assistance is contacted or to inform someone on *your* behalf to do so. If StudyInsured™ Assistance is not contacted within 48 hours, benefits under this policy may be limited.

### 2. Notice and Proof of Claims

StudyInsured™ Assistance will coordinate services and billings with providers to ensure direct billing of *your* expenses where available and when notified accordingly. In such instances *you* will only be required to complete a claim form to authorize the sharing of *your* personal information. If *you* pay directly for medical services and need to seek reimbursement, *you* or someone acting on *your* behalf must retain all original itemized invoices and receipts from all medical providers, original prescription

receipts, and any other original *claim documents* to substantiate any eligible expenses. Claims may be filed by electronic claims submission or by mail to:

#### StudyInsured™ Assistance – Claims Administration

150 King Street West, Suite 602, PO Box 75

Toronto, Ontario (Canada) M5H 1J9

1-866-883-9485 or 416-640-7862 | [studentclaims@studyinsured.com](mailto:studentclaims@studyinsured.com) | [www.studyinsured.com](http://www.studyinsured.com)

**Note: Remember to retain a copy for *your* records.**

*Claim documents* must be received within the following timelines in order for *your* claim to be eligible:

- a. within 365 days from the date of the *sickness* or *injury*, furnish to us such proof of claim as is reasonably possible in the circumstances of the happening of the *sickness* or *injury* occasioned thereby during the *coverage period*; and
- b. if so required by us, furnish a certificate as to the cause and nature of the *accident* or *injury* caused thereby, for which the claim is made and as to the duration of the *injury* or *loss*, from a legally qualified medical *physician*.

### 3. Notice of Claim After Your Policy Ends

We must receive *your* claim within twelve (12) months of the date *your* policy ended. We will not pay any claim we receive more than twelve (12) months after the date *your* policy ended, regardless of when the eligible expense was incurred.

## SECTION IX – GENERAL PROVISIONS AND LIMITATIONS

### Pre-Approval Requirements

StudyInsured™ Assistance must approve in advance any *surgery*, *invasive procedure*, or *major diagnostic testing* or *major medical treatments*, or *medical treatment* outside of Canada before any expenses are incurred. It remains *your* responsibility to contact StudyInsured™ Assistance for approval or to inform someone on *your* behalf to do so, except in extreme circumstances where such action would delay *surgery* required to resolve a life-threatening medical crisis. If such services are not pre-approved then notification must be received within 48 hours otherwise claims will be assessed as per the terms and conditions of the policy, and if approved, reimbursed at 80% of all eligible expenses up to the policy limits and maximum. In some cases, the approval must be provided by us before any expenses are incurred.

### Clerical Error

Clerical error on our part or the *plan administrator* in the keeping of records for furnishing of information shall not void any *insured person's* insurance otherwise validly in force, provided the proper premium remittance is made, nor shall it continue any *insured person's* insurance otherwise validly terminated under the terms of the policy.

### Applicable Law

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

### Other Insurance

Benefits under this policy are payable in excess of those available under any other similar plans or insurance policies, or contracts, or government health insurance plans, or any private, public, provincial or territorial automobile insurance plan, providing *hospital*, medical or therapeutic coverage or benefits, or any other third party liability insurance in force. *You* may not claim or receive in total more than 100% of the loss caused by the insured event.

### Limitation of Benefits

StudyInsured™ Assistance on behalf of the *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any *hospital* or to transport *you* to Canada or *your home country* following an *emergency*. If *you* refuse to be transferred or transported when declared medically fit to travel by

the medical director, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *coverage period*.

#### Limits on Assistance Services

StudyInsured™ Assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible. StudyInsured™ Assistance will use its best efforts to provide services during any such occurrence.

#### Availability and Quality of Care

Neither the *insurer* nor StudyInsured™ Assistance shall be responsible for the availability or quality of any *medical treatment* (including the results thereof) or *your* failure to obtain *medical treatment* during the *coverage period*.

#### Time limit for recovery of insurance money

Every action or proceeding against the *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or the provincial or territorial legislation that applies to this policy.

## SECTION X - STATUTORY CONDITIONS

#### The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this 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* is deemed not to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*.

#### Copy of Application

The *insurer* must, upon request, furnish to *you* or to a claimant under the contract a copy of the application.

#### Material facts

No statement made by an *insured person* at the time of enrolment for this policy can be used in defense of a claim under or to avoid this policy unless it is in the application or any other written statements or answers given as evidence of insurability.

#### Notice and proof of claim

*You*, 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,

not later than 30 days from the date a claim arises under the contract on account of an *accident*, *sickness* or disability;

- b. within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
  - i. the happening of the *accident* or the start of the *sickness*,
  - ii. the loss caused by the *accident* or *sickness*,
  - iii. the right of the claimant to receive payment,
  - iv. the claimant's age, and

#### Refunds

In the event that *you* have cancelled *your* trip, *you* have been denied entry to Canada, or that *you* return permanently to *your home country*, *you* shall be entitled to a *pro-rata* refund of the unused portion of the insurance premium *you* have paid, provided that no claims have been or will be submitted under this policy. Refunds will be subject to any applicable refund rules of the *participating educational institution* or *organization* and/or a \$25 administration fee.

#### Premiums

This policy is provided for the *coverage period*, provided that premiums are paid. For subsequent *coverage periods* a new policy can be purchased, subject to the rate table in effect at the time of the purchase.

- v. if relevant, the beneficiary's age; and

if so required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident*, *sickness* or disability for which claim may be made under the contract and as to the duration of such *sickness* or disability.

#### Failure to give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time required by this 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 1 year after the date of the *accident* or the date a claim arises under the contract on account of *sickness* or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
- b. in the case of 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 from the date a court makes the declaration.

#### Insurer to Furnish Forms for Proof of Claim

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit their proof of claim in the form of a written statement of the cause or nature of the *accident*, *sickness* or disability giving rise to the claim and of the extent of the loss.

#### Rights of Examination

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

- a. the claimant must give the *insurer* an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim is pending, 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.

#### When Moneys Payable

All money payable under this contract shall be paid by the *insurer* within 60 days after it has received proof of claim.

## SECTION XI - ABOUT YOUR PERSONAL INFORMATION

Lloyd's Underwriters place great importance on the protection of *your* privacy. *Your* personal information will be collected, used and disclosed only for the purpose of providing *you* with the insurance services *you* requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, StudyInsured™ Assistance and the *insurer* may collect *your* personal health information held by a third party. This information may be released to employees of StudyInsured™ Assistance and the *insurer* for claims analysis and to better serve *you*.

In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking *your* consent. For details of the *insurer's* privacy policy please see:

<https://www.lloyds.com/common/privacy-notice>

To see StudyInsured™'s privacy policy, please visit: [www.studyinsured.com/privacy](http://www.studyinsured.com/privacy)

Underwritten by certain Lloyd's Underwriters



Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

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