

# International Student

*Hospital/Medical Insurance*



*for international students attending school in Canada*

Effective Date: January 4, 2005

 TRAVEL UNDERWRITERS

TU GROUP  
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Administered by North American Air Travel Insurance Agents Ltd. dba Travel Underwriters, a licensed insurance broker.  
11th Floor - 6081 No. 3 Road, Richmond, BC V6Y 2B2. Insurance is underwritten by Industrial-Alliance Pacific Life  
Insurance Company and certain Lloyd's Underwriters, severally and not jointly.

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This is Your insurance document. This document contains clauses which may exclude or limit Your coverage. Please read it carefully.

## HOW TO CLAIM

### CLAIMS PROCEDURES AND PAYMENT OF BENEFITS

**In the event of hospitalization call OneWorld Assist Inc. immediately, toll-free:**

**1-800-663-0399** *(in Canada & U.S.A.)*  
**001-800-514-9976** *(in Mexico)*  
**604-278-4108** *(collect call Worldwide)*  
**800-663-00399 \* *(outside North America and Mexico)***

*\* To use this Global toll-free service, first dial the international access code for the country You are in, then enter the 11-digit toll-free number as shown above. Service not available in all countries. If You encounter problems accessing this service, please call us collect at 604-278-4108.*

1. Any notice of claim or correspondence concerning a claim should be promptly sent to:
 

**OneWorld Assist Inc.**  
**11th Floor, 6081 No. 3 Road**  
**Richmond, BC V6Y 2B2**
2. Claim forms will be provided for You to complete and return prior to leaving Canada. All required documentation must be received within one year from the date of Loss. It is the responsibility of the Insured to complete and/or produce any documentation required by OneWorld Assist Inc. Failure to do so will result in denial of the claim.
3. Any cost incurred by OneWorld Assist Inc. in obtaining further documentation required to confirm eligibility of Your claim is the responsibility of the claimant.
4.
  - a) Only bills from Physicians, Hospitals and other medical care provider(s) which are original itemized and which state the Insured's name, diagnosis, date(s) of service and type of treatment or service rendered will be considered.
  - b) Only original pharmacy prescription receipts indicating the Insured's name, prescription number, name of medication, price of item, date, and prescriber will be considered.

## ASSISTANCE SERVICES

Toll-free 24-hour Help Line – Communication link between Insured, Hospital and Insurance Co. – Medical consultative and advisory services – Monitoring during treatment and recovery – Contact of family, physician and/or University – Multi-lingual services – Assistance in locating medical care, payments, and repatriation of remains.

## INSURING AGREEMENT

In consideration of having paid the required premium in full and having completed the Application provided by the Company, the Company hereby agrees to provide Insurance for Loss as outlined in this Contract of Insurance against Eligible Medical Expenses incurred as a result of Accidental Injury or Emergency Sickness.

## ELIGIBILITY

You are eligible for coverage if:

1. You are 69 years or under;
2. You are a student of foreign nationality;
3. You are not a Canadian citizen or a permanent resident of Canada; and,
4. You have been enrolled in and attending a recognized institution of learning within Canada.

## TERM OF INSURANCE

This Contract of Insurance commences on the Effective Date and time as shown on the Application. Insurance shall terminate on the earliest of the following dates: a) the date when the Insured leaves Canada except as stated under the Covered Risks or b) upon expiry of the number of days as stated in the Application, whichever first occurs.

### Travel Outside Canada

If an Emergency Sickness or Injury requires Medical Treatment and if Accidental Death and Dismemberment occurs while travelling outside of Canada during the Term of Insurance, the Company will reimburse expenses incurred and benefits provided the majority of the term is spent in Canada. Expenses and benefits will not be covered while in Your country of residence.

## HOSPITAL/MEDICAL INSURANCE

### COVERED RISKS

Injury or Sickness requiring Emergency Hospital confinement or Emergency Medical Treatment while attending a recognized institution of learning within Canada.

**Maximum Liability is \$1,000,000** per Insured Person per policy period. If Injury or Sickness of an Insured requires Emergency Hospital confinement (limited to standard ward accommodation), Emergency medical or other covered services, the Company will reimburse the Insured for the Loss, the actual expense incurred, in amounts not in excess of the usual and customary charges in the geographic area involved for such treatment or services.

### ELIGIBLE MEDICAL EXPENSES

#### Hospital Benefits

If Injury or Sickness of the Insured requires Emergency Hospital confinement (limited to standard ward accommodation), the Company will pay the actual expense incurred, as follows:

- a) for confinement as resident in-patient in a Hospital including charges made by the Hospital for services and supplies provided during confinement;
- b) for Emergency treatment as an out-patient in a Hospital.

#### Medical, Surgical and Diagnostic Benefits

When Injury or Sickness of an Insured requires Emergency Medical Treatment, the Company will pay the actual expense incurred as defined herein:

- a) services of a Licensed Medical Physician or Surgeon;
- b) services of a legally qualified anaesthetist;
- c) services of a registered graduate nurse, including private duty nurse up to a maximum of \$12,000;
- d) X-ray and laboratory examination for the purposes of diagnosis;
- e) rental of crutches or Hospital-type bed, cost of splints, trusses, braces or approved prosthetic appliances, but in no event will the amount payable exceed the total purchase price.

### Non Emergency Treatment

Benefits are payable up to a maximum limit of \$3,000 per Policy for non-emergency Medical Treatment, provided treatment is a direct result of the initial Emergency Medical Treatment.

### Eye Examination

One visit to a licensed optometrist during a 12 consecutive month period to examine any abnormality in the visual system.

### Ambulance

The service of a licensed ambulance, including mountain and sea rescue, from the scene of the accident or place of onset of the Sickness, to the nearest Hospital.

### Emergency Air Transportation

**At the discretion of the Company and coordinated and arranged by OneWorld Assist Inc.**, medical transport (by the most appropriate means, stretcher accommodation or Emergency air ambulance service if the condition of the Insured prevents the use of other means of transportation) to the nearest medical facility equipped to provide the required treatment or for return to the Insured's country of ordinary residence, including any necessary medical accompaniment. The maximum limit for this expense is \$250,000.

### Prescription Drugs

As a result of Emergency Sickness or Injury, the Company will pay for drugs or medicines that require a Licensed Medical Physician's written prescription following a consultation but not to exceed a maximum of \$10,000 to a limit of 30-day supply within the Term of Insurance.

### Maternity Benefit

Emergency or non-emergency Medical Treatment for pregnancy or complications thereof (excluding childbirth and voluntary termination of pregnancy) provided that the pregnancy commenced during the Term of Insurance. No benefits payable if expenses occur outside Canada.

### Dental Benefit

Benefits are payable to a maximum limit of \$4,000 per covered trip for an accidental blow to the face requiring repair or replacement of whole or sound natural teeth. Also, benefits are payable for other Emergency treatment for pain relief, other than a blow to the face, up to a maximum limit of \$600. All treatment must be initiated within 48 hours from the time the Emergency began and completed no later than 90 days after the treatment has begun.

### **Impacted Wisdom Teeth**

Up to a maximum limit of \$100 per Policy per tooth for the extraction of impacted wisdom teeth when medically necessary and performed in a Hospital, dental or oral surgeon office.

### **Repatriation**

Where the death of an Insured, during a covered trip, is a result of an unexpected Emergency Sickness or Injury, the Company will pay for the preparation and return of the Insured's body, including the cost of a standard transportation container, to the Insured's country of residence. The maximum amount payable by the Company for this expense is limited to \$10,000.

In the event the deceased Insured is not returned to the country of residence, the Company will pay for burial or cremation at the place of death, if death results from Emergency Sickness or Injury covered under the Policy benefits (excluding cost of a burial coffin or urn), up to a maximum of \$5,000.

### **Other Professional Medical Services**

When deemed essential by the attending Physician, and when the Medical Treatment has been administered for relief of Acute Emergency pain caused by an accidental Injury, expenses for: Physiotherapist, chiropractor, licensed chiroprapist, osteopath or podiatrist – Up to a maximum limit of \$600 per Policy, per practitioner.

### **Psychiatric Benefit**

When deemed essential by the attending Physician, the Policy covers an Emergency visit to a licensed Psychiatrist for expenses incurred, up to a maximum of \$500 per Policy, for relief of Acute symptoms presented at the time of the initial Emergency.

### **Family Transportation**

The Company will reimburse up to \$5,000 for transportation costs by the most direct route in the event an Emergency Sickness or Injury confines the Insured to Hospital as an in-patient and the attending Physician advises the necessary attendance of a family member, and up to a maximum of \$150 per day for meals and accommodation. **This benefit is payable only if the expense has been coordinated, arranged and approved by OneWorld Assist Inc.**

### **Return Home**

If in the event of Emergency Sickness or Injury of the Insured which necessitates the return home of the Insured for immediate medical attention, the Company will reimburse the actual extra cost of a one-way economy airfare by the most direct route, for the Insured to return to the Insured's country of residence, to a maximum of \$5,000.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

*These coverages are applicable if you have paid the appropriate optional premium.*

**Air Flight/Common Carrier Accident – Maximum Limit - \$100,000**

**24-Hour Accident – Maximum Limit - \$25,000**

### **COVERED RISKS**

#### **Air Flight/Common Carrier Accident**

Death or dismemberment as a result of an Injury sustained during the period of coverage while riding as a fare-paying passenger, entering or leaving a lawfully operated licensed public Common Carrier.

#### **24-Hour Accident**

Death or dismemberment as a result of an Injury sustained during the period of coverage in any other situation not specifically mentioned above.

### **BENEFITS**

If accidental death of an Insured or certain losses resulting from Accidental Bodily Injury occurs to an Insured, the Company will pay to the Insured, his estate or other Beneficiary, such benefits as defined below, but in no event shall payment exceed the principal Sum Insured under this section.

1. 100% of the Sum Insured for Loss of life, double dismemberment or Loss of sight in both eyes.
2. 50% of the Sum Insured for single dismemberment or Loss of sight in one eye.

Benefits for Loss of life, limb or sight are payable for Loss which occurs within 90 days of the date of the accident.

Any claim for indemnity for Loss of life, dismemberment or Loss of sight must be substantiated by a certificate from the attending medical Physician at the place of the accident attesting to the actual injuries sustained.

### **CONDITIONS**

This Insurance is not available for those persons under the age of 2 years or over the age of 70 years.

## **DEFINITIONS**

“**Accidental Bodily Injury**” or “**Injury**” means bodily Injury which occurs while Insurance under this Policy is in force, caused by violent external and accidental means, but does not include any Injury caused by an event, act or omission which was caused or contributed to by the consumption of or abuse of any alcohol, drugs or medication by an Insured Person.

“**Acute**” means initial or emergency short course (not chronic) treatment phase of a Sickness or Injury.

“**Company**” means Industrial-Alliance *Pacific* Life Insurance Company and certain Lloyd's Underwriters, severally and not jointly.

“**Delayed Common Carrier**” means delay solely due to an unannounced and unpublished strike, weather conditions or hijacking. Such delayed coverage does not include Loss from or contributed to by: (a) detention by customs officials, (b) war, (c) air traffic delays caused by congestion in the skies, (d) mechanical breakdown.

“**Designated Representative**” means an appointed agent of Travel Underwriters.

“**Elective or non-emergency Treatment or Surgery**” means any treatment, investigations or surgery either: (a) not required for the immediate relief of Acute pain and suffering; or, (b) which reasonably could be delayed until the Insured returns to their country of residence; or, (c) which the Insured elects to have provided during the insured trip following Emergency Medical Treatment of a medical condition or the diagnosis of a medical condition, which on medical evidence, would not prevent the Insured from returning to their country of residence prior to such treatment or surgery.

“**Eligible Medical Expenses**” means those categories of expenses which are detailed under this heading in this Policy.

“**Emergency**” means an unforeseen Sickness or Injury, which requires immediate Medical Treatment to alleviate existing danger to life or health. An Emergency no longer exists, when the medical evidence indicates that You are able to continue the trip or return to Your country of residence. Once such Emergency ends, no further benefits are payable in respect of the condition which caused the Emergency.

“**Family**” means a person aged 59 years and under plus that person’s legal or common-law spouse, if aged 59 years and under, and unmarried, dependent children of the Insured 21 years of age and under who are living with the Insured while in Canada.

“**Hospital**” means an incorporated or licensed Hospital having accommodations for resident bed patients, a laboratory, a registered graduate nurse always on duty and an operating room where surgical operations are performed by a legally qualified Physician or Physicians, but in no event shall this include a convalescent or nursing home or home for the aged or health spa, or drug rehabilitation facility.

“**Injury**” means bodily Injury caused by an accident received after the Effective Date and while Insurance under this Policy is in force.

“**Insured**” or “**Insured Person**” means the Insured and all Family members named in the Application.

“**Licensed Medical Physician**” or “**Physician**” means a Medical Physician who is currently registered and licensed in accordance with the regulations applying in the jurisdiction where the Physician practices.

“**Loss**” means the actual expense incurred as a result of accident originating during the period this Insurance is in force or as a result of Sickness occurring more than 48 hours after the Effective Date, (but in either case, not prior to arrival in Canada) and during the period this Insurance is in force for Hospital

confinement, medical and other expenses specified in this Policy which occurs outside the country of permanent residence of the Insured and which is payable by the Insured.

“**Medical Treatment**” means any reasonable medical, therapeutic or diagnostic measure prescribed by a medical Physician in any form including prescribed medication, reasonable investigative testing, Hospitalization, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem. Medical Treatment does not include either: a) the unchanged use of prescribed drugs or medication for a Stable condition, symptom, or problem; or, b) a check-up where the Physician observes no change in a previously noted condition, symptom or problem.

“**Pre-existing Condition**” means a medical condition, illness, injury known to the Insured person, and for which an Insured person has received medical consultation, diagnosis, and/or Medical Treatment by a Physician prior to the Effective Date of the Policy and includes a medically recognized complication or Recurrence of a medical condition.

“**Professional Sports**” means a sporting activity from which the Insured earns the majority of their income.

“**Recurrence**” means the appearance of symptoms caused by or related to a medical condition which was previously diagnosed by a Physician or for which Medical Treatment was previously received.

“**Sickness**” means an Acute illness requiring immediate Emergency treatment as a result of a sudden onset of symptoms manifested while this Policy is in force after the first 48 hours after the Effective Date of this Policy, but does not include any illness or symptoms caused or contributed to by the consumption or abuse of any alcohol, drugs or medication by an Insured person. Refer to definition of Emergency.

“**Stable**” means the medical condition is not worsening and there has been no alteration\* in any medication for the condition or its usage or dosage, nor any Medical Treatment prescribed or recommended by a Physician or received, within the period specified in this Policy.

*\*Alteration includes an increase or decrease in medication dosage, usage or a change in medication type, but does not include changes due solely to the availability of Your usual brand or due to government regulations regarding reference-based pricing.*

“**Terminal Condition**” means a medical condition, which in the opinion of a Licensed Medical Physician, indicates a restricted life expectancy.

“**You**” or “**Your**” means the same as Insured.

[Applicable to Accidental Death and Dismemberment Insurance](#)

“**Beneficiary**” means Estate unless otherwise requested in writing.

“**Common Carrier**” means a boat, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

“**Loss**” in respect of limbs means actual severance through or above wrist or ankle joints and, in respect of Loss of sight, means entire and irrecoverable Loss of sight.

## EXCLUSIONS AND LIMITATIONS

This Insurance does not cover expenses incurred directly or indirectly as a result of:

1. Any Pre-existing Condition as defined with the exception of any condition which has remained Stable in the 90 days prior to the Effective Date of the Policy.
2. Any Loss as a result of Sickness originating or where symptoms occurred within the first 48 hours of the Effective Date of the Policy.
3.
  - a) war, civil war, riot, rebellion, insurrection, revolution, invasion, hostilities or warlike operations (whether war be declared or undeclared); civil commotion, overthrow of the legally constituted government, military or usurped power, explosions of war weapons, utilization of nuclear, chemical or biological weapons;
  - b) death or disablement in any way caused or contributed by radioactive contamination;
  - c) any action taken in controlling, preventing or suppressing any, or all of a) and b) above.
4. Suicide or attempt thereat, self-inflicted injury, or the commission or attempted commission of any criminal/criminal-like act.
5. Pregnancy, childbirth, voluntary termination of pregnancy or complications thereof except as specified under the section Hospital/Medical Insurance, heading Eligible Medical Expenses, under Maternity Benefit.
6. Injury while participating in Professional Sports activities, mountaineering, hang-gliding, bungee jumping and scuba diving unless designated by internationally recognized and accepted programs (NAUI, PADI).
7. Psychotherapeutic treatment or rehabilitative treatment, psychological, mental or emotional disorders, except as specified under the section Hospital/Medical Insurance, heading Eligible Medical Expenses, under Psychiatric Benefit.
8. A trip that is undertaken:
  - a) against Physician's advice; or,
  - b) after diagnosis of a Terminal Condition.
9. Any condition or recognized complication of a condition, where the purpose of Your trip is to seek Medical Treatment or advice for that condition, and where it can be reasonably shown that the Medical Treatment received is related to that condition.
10. The consumption or abuse of any alcohol, drugs, or medication, or any event, act or omission caused or contributed to by any consumption or abuse of alcohol, drugs or medication.
11. Loss of or damage to eyeglasses, contact lenses, prosthetic devices, hearing aids.
12. Conditions or any related conditions for which, prior to departure, tests and investigative consultation took place, was scheduled to take place, or was recommended and for which results had not yet been received at the time of departure.
13. Test and investigative consultation including, but not limited to biopsies, except when performed at time of Emergency Sickness or Injury.
14. Any Medical Treatment which is a continuation of, or subsequent to an Emergency Sickness or Injury, unless You are declared medically unfit to return to Canada or Your country of residence, except as specified under the section Hospital/Medical Insurance, heading Eligible Medical Expenses, under Non Emergency Treatment.
15. Treatment, service or prescriptions required for ongoing care, check-ups or provided in a psychiatric hospital, chronic unit of a general hospital, convalescent or nursing home, health spa, or rehabilitation centre.
16. Sickness, Injury or accident occurring while this Policy is not in force.
17. Any Elective, or non-emergency Treatment or Surgery.
18. A condition arising out of or resulting from Acquired Immune Deficiency Syndrome ("AIDS") or AIDS Related Complex ("ARC") if the condition first manifested itself prior to the Effective Date of Coverage or if the condition arose out of Acquired Human Immunodeficiency Virus ("HIV") which had first manifested itself prior to the Effective Date.
19. Expenses incurred if other insurance policies, plans or contracts, including any private or provincial automobile insurance, cover the Loss. If, however, the Loss exceeds the limits of the other policies, plans or contracts in dollar or day value, this Insurance shall then apply in excess of all other valid insurance.
20. Expenses incurred as a result of the Insured's failure to accept or follow the Physician's advice, treatment or recommended treatment.
21. A medical condition for which hospitalization could have reasonably been expected.
22. This Insurance does not cover any subsequent claim with respect to a Sickness or Injury which occurred during the effective term of this Insurance and for which a claim has already been paid or is pending.

## GENERAL CONDITIONS

### Provisions and Conditions

1. **Misrepresentation and Fraud** – The entire coverage under this Policy shall be void if, whether before or after Loss, the Insured has concealed or misrepresented any material fact or circumstances concerning this coverage or subject thereof, or the interest of the Insured therein, or in the case of any fraud or false swearing by the Insured.

2. **Subrogation** – If the Insured shall acquire any right of action against any person, firm or organization for Loss covered hereunder, the Insured shall, if requested by the Company or Travel Underwriters or OneWorld Assist Inc., assign and transfer such claim or right of action to the Company and will permit suit to be brought in the Insured's name under the direction and expense of the Company. The Insured shall do nothing after Loss to prejudice such rights.
3. Terms of the Policy which are in conflict with the statutes of the province wherein this Policy is issued are hereby amended to conform to such statutes.
4. **Misstatement of Age** – If the age of the Insured person has been misstated to the Company, the coverage and/or premium may be adjusted in accordance with the correct age as of the date You became covered. Any premium adjustment is payable upon receipt of a premium notice.
5. **Due Diligence** – The Insured must act at all times so as to minimize the costs to the Company.
6. **Currency** – Any dollar expressed as a limit of coverage or benefit payable under this Policy is deemed by the Company to be in Canadian currency.
7. In the event of a claim, the Insured may be required to establish the date of arrival and initially planned date of departure of the trip in order to comply with the Terms of the Policy.
8. The Insured person(s) shall be responsible for the verification of any Hospital and medical expenses incurred and shall obtain itemized accounts of all Hospital and medical services which have been provided.
9. In the event of medical treatment of an Insured Person or other circumstances that have led or may lead to a claim under this Policy, the Insured Person authorizes any Hospital, Physician or other person or organization that has records or knowledge of the Insured Person or his or her health, medical history or other information relevant to the claim to provide that information to the Company or OneWorld Assist Inc. and authorizes the Company and OneWorld Assist Inc. to use and disclose that information for the purpose of determining whether a claim that may be made is covered by this Policy or by another plan or Policy.
10. The Insured claimant must be able to furnish, if required by the Company or Travel Underwriters or OneWorld Assist Inc., medical records for the period prior to the Effective Date of the Insurance. Failure to produce these records may invalidate claim.
11. Extensions to the Term of Insurance can only be considered when the Company is contacted prior to Expiry Date. Any extension not authorized by Travel Underwriters will be considered void.
12. The availability, quality, results or effects of any medical treatment assistance, hospitalization, transportation or failure of an Insured person to obtain any of the above, is not the responsibility of either the Company or Travel Underwriters or any company or agency providing services on their behalf.
13. OneWorld Assist Inc. has been appointed by the Company to be the sole provider of all assistance and claims processing services.
14. The Company reserves the right to limit the requested duration of coverage to whatever duration the premium paid would have purchased, if payment received is insufficient. If You paid insufficient premium, the duration of coverage will be decreased to the period that would have been provided for Your age category. Where no date of birth is provided, the highest premium for that length of trip applies.
15. The Company shall not be liable for any expense incurred after a period of 365 days has elapsed following the date on which the Emergency first occurred or commenced during the period of coverage.
16. The Company reserves the right to accept or to decline any person as an Insured.
17. The Company and OneWorld Assist Inc. shall comply with all applicable privacy legislation and regulations.
18. In the event of unresolved disputes respecting any claim or portion thereof, the following should be contacted: Travel Underwriters, 11th Floor, 6081 No. 3 Road, Richmond, BC V6Y 2B2.
19. The law of the province or territory of Canada in which You ordinarily reside while You are a student in Canada will govern this Policy, including all issues of its interpretation and performance. Any legal action or other proceeding related to or connected with this Policy that is commenced by You or anyone claiming on Your behalf or by an assignee of benefits under this Policy must take place in the courts of that province or territory or of the province or territory of Canada in which You purchased this Policy, and no other court has jurisdiction to hear or determine any such action or proceeding.

## REFUNDS

### Hospital/Medical Insurance

1. A full refund is available if the entire Policy is cancelled prior to the Effective Date.
2. After the Policy has gone into effect, partial refunds are only available if:
  - a) the Insured has returned to their country of residence and less than 25% of travel has taken place; or,
  - b) the Insured becomes eligible and covered under a provincial or territorial health care plan; or,

c) the Insured's student visa for entry to Canada is refused.

A written request including proof of return to country of residence must be sent to Travel Underwriters.

Refunds will be calculated from the Insured's date of return to their country of residence or from the date the Insured became covered under a provincial or territorial health care plan. All refund requests must be received by Travel Underwriters no later than 14 days after the Expiry Date of the Policy.

3. **Refunds are not available if a claim has been or will be submitted.**

All refunds are subject to a cancellation administration fee.

#### Accidental Death and Dismemberment Insurance

A refund is not available for this coverage.

### **AUTOMATIC EXTENSIONS TO COVERAGE**

This Policy, after termination of any one period of coverage, will be automatically extended:

1. for 72 hours in the event a Delayed Common Carrier prevents the Insured from returning to the Insured's country of residence; or,
2. if the Insured is Hospitalized during the term of this Policy, for the period of Hospital confinement plus 72 hours after release for the Insured to travel home.

### **EXTENSIONS TO POLICY**

1. Insured must call Travel Underwriters at 1-800-663-5389 as close as possible to the Expiry Date to arrange extension of the Policy.
2. No Extension/Administration fee.
3. Extensions may not be issued or authorized if a claim has been made or it is known that a claim will be made.

### **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 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 is 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 must, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

#### **Material facts**

A statement made by the insured or person insured at the time of application for this contract must not 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.

#### **Notice and proof of claim**

Notice of a claim shall be given in accordance with the claims procedures clause included in this policy as soon as practical but in no case later than 30 days from the date a claim arises under this policy. You must also within 90 days from the date the claim arises under this policy furnish such proof and additional information as is reasonably possible and if required by the company, furnish a certificate from a licensed medical physician detailing the cause or nature of the sickness or injury for which the claim has been instituted.

#### **Failure to give notice or proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition 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 accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

#### **Insurer to furnish forms for proof of claim**

The insurer must 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 his or her 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 moneys under this contract,

- a) the claimant must afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim under this contract 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.

#### **Limitation of actions**

An action or proceeding against the company for recovery of a claim under this policy shall not be commenced more than one year\*\* after the date the eligible medical expense became reimbursable or would have become reimbursable if it had been a valid claim.

\*\*Three years in the province of Quebec.



## **SEVERAL LIABILITY NOTICE**

The liabilities of the insurers listed in the definition of Company are several and not joint, and are limited to the extent of their respective subscriptions to the risks that are insured by this policy. Each insurer is not responsible for the subscription of the other insurers.

## **IDENTIFICATION OF LLOYD'S UNDERWRITERS**

This insurance has been effected in accordance with the authorization granted to the undersigned by certain Lloyd's Underwriters, whose names and the proportions underwritten by them can be ascertained by reference to Contract No. RC789102, which bears the seal of Lloyd's Policy Signing Office and has been certified by the Attorney In Fact in Canada for Lloyd's Underwriters and may be seen at the office of the undersigned. The Underwriters identified in that contract shall be liable hereunder each for his own part and not one for another in proportion to the several sums subscribed by each of them in that contract.

## **ACTION AGAINST COMPANY**

In any action to enforce the obligations of the Lloyd's Underwriters liable hereunder they may be designated or named "Lloyd's Underwriters" and such designation shall be binding on the Lloyd's Underwriters liable hereunder as if they had each been individually named as defendant. The other insurers listed in the definition of Company shall be named as defendants in the manner set out in that definition.

Service of legal proceedings to enforce the obligations under this policy of the insurers listed in the definition of Company may be validly made by serving the offices of North American Air Travel Insurance Agents Ltd. d.b.a. Travel Underwriters, a licensed insurance broker, 11th Floor, 6081 No. 3 Road, Richmond, British Columbia V6Y 2B2.

## **NOTICE TO COMPANY**

Notice under this policy to any of the insurers listed in the definition of Company may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. Travel Underwriters, a licensed insurance broker, 11th Floor, 6081 No. 3 Road, Richmond, British Columbia V6Y 2B2.

**In witness whereof** this policy has been signed as authorized by the insurers listed in the definition of Company.

Per



G. Robinson, Executive Director