

.:Viator™

Group Out-of-Province/Canada Travel Medical Emergency Insurance

BENEFITS



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Schedule of Benefits

Policyholder Name				
nich may limit coverage. Please read this booklet carefully. mounts are expressed in Canadian currency.				
per coverage period				
All eligible active students and actively at work				
employees				
Continuous sababitation 4 year				
Continuous cohabitation: 1 year				
Under age , or under age if a full-time				
student at a recognized educational institution				
days per <i>trip</i>				

BENEFIT SUMMARY

Refer to SECTION II for benefit details.

Hospital Accommodation	Reasonable and customary costs	
Physician Charges	Reasonable and customary costs	
Diagnostic Services	Reasonable and customary costs	
Paramedical Services	\$250 per profession	
Prescription Drugs	30-day supply per prescription	
Ambulance Services	Reasonable and customary costs	
Medical Appliances	Reasonable and customary costs	
Private Duty Nurse	Up to \$5,000	
Emergency Air Transportation	Reasonable and customary costs	
Transportation to Bedside	Economy round-trip airfare plus up to \$150 per day to a maximum \$3,000 per trip	
Return of Travel Companion	One-way airfare	
Treatment of Dental Accidents	Up to \$2,000	
Meals and Accommodation	Up to \$150 per day, to a maximum \$3,000 per trip	
Vehicle Return	Up to \$5,000	
Return of Deceased	Up to \$5,000	
Incidental Expenses	Up to \$250	
Trip Cancellation	Up to \$5,000 per insured person per trip	
Trip Interruption	Up to \$2,000 per insured person per trip	





Group Out-of-Province/Canada Travel Medical Emergency Insurance

Throughout this policy, words in italics have a specific meaning and are defined in Section VII - Definitions.

IMPORTANT NOTICE - PLEASE READ CAREFULLY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances occurring while *you* are temporarily travelling outside *your* province or territory of residence. It is important that *you* read and understand *your* plan before *you* travel. In the event of any discrepancy between the provisions of a booklet or other document *you* hold and the provisions of the *policy*, the provisions of the *policy* shall govern. The Insurer has contracted Global Excel Management Inc. (called "Global Excel") to provide medical assistance and claims services under the *policy*.

This benefit booklet contains a provision removing or restricting the right of the group person to designate persons to whom or for whose benefit insurance money is to be payable.

IN THE EVENT OF AN EMERGENCY, YOU MUST CALL GLOBAL EXCEL IMMEDIATELY:

From Canada and the U.S., call toll-free	.1-866-870-1898
From anywhere else, call collect	.+ 819-566-1898

The *emergency* telephone numbers are also shown on the back of the medical assistance card provided.

Global Excel must be contacted before you seek medical treatment. If your condition renders you unable to do so, then someone else must contact Global Excel immediately for you. Do not assume that someone will contact Global Excel on your behalf. It remains your responsibility to ensure that Global Excel has been contacted prior to receiving medical treatment or as soon as reasonably possible.

Pre-existing medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to *your trip*. Refer to *your policy* to determine how these exclusions may affect *your* coverage and how they relate to *your* departure date, date of purchase or effective date.

If you incur any expenses without prior approval by Global Excel, such expenses will be covered, except where the policy expressly requires the prior approval or authorization of Global Excel, on the basis of the reasonable and customary costs that would have been payable for such expenses by the Insurer in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount, therefore you will be responsible for paying any difference between the amount you incur and the reasonable and customary costs reimbursed by the Insurer.

SECTION I — INDIVIDUAL COVERAGE - ELIGIBILITY, EFFECTIVE DATE AND TERMINATION

Participant Coverage

To be covered under the policy as a participant, you must meet the following eligibility requirements:

- be covered under the government health insurance plan of your province or territory of residence or a Health Insurance Plan which
 provides equivalent benefits to the government health insurance plan of the province or territory of the participating school and is
 provided through a participating school of the policyholder in Canada; and
- 2. be covered under the basic group extended health care plan of the policyholder, and
- 3. have your permanent residence in Canada; and
- 4. a) if you are covered as an active student of the policyholder, you must be enrolled and attending a program at a participating school in Canada of the policyholder, or
 - b) if you are covered as an actively at work employee in Canada of the policyholder, you must be working a minimum of 20 hours per week

Participant coverage will become effective on the later of:

- 1. the date the policy becomes effective; or
- the date your coverage becomes effective under the basic group extended health care plan of the policyholder.

Coverage for disabled employees or employees who are not actively at work on the date their coverage would normally become effective will become effective on the date the employee resumes active work, for a minimum of 20 hours per week.

Participant coverage will terminate immediately upon the first to occur of:

- 1. the date you cease to meet any of the above eligibility requirements for participant coverage;
- 2. if you are a covered active student:
 - a) the 31st of August following the completion of the program; or
 - b) the date you are no longer an active student in the participating university or college;
- the date the premium is due if the policyholder does not remit your premium to the Insurer, except where this is the result of a clerical error; or
- 4. the date the *policy* is terminated.

Dependent Coverage

To be covered under the policy as a dependent, you must meet the following eligibility requirements:

- 1. be covered under the *government health insurance plan* of *your* province or territory of residence or a *Health Insurance Plan* which provides equivalent benefits to the *government health insurance plan* of the province or territory of the participating school and is provided through a participating school of the *policyholder* in Canada; and
- 2. be covered as a dependent under the basic group extended health care plan of the policyholder, and
- 3. meet the definition of dependent in the policy.

Dependent coverage, if any, will become effective on the later of:

- the date the policy becomes effective; or
- the date the dependent's coverage becomes effective under the basic group extended health care plan of the policyholder,

but in no event prior to date the participant's insurance becomes effective.

Dependent coverage will terminate immediately upon the first to occur of:

- the date the dependent ceases to meet any of the above eligibility requirements for dependent coverage;
- the date the participant's coverage terminates, except if termination is due to the death of the participant, in which case your coverage
 will continue until the earlier of the expiry of two years or the date you cease to meet the definition of dependent or remarry or die,
 provided the policyholder continues to make the required premium payments; or
- 3. the date the *policy* is terminated.

SECTION II — BENEFITS

The policy covers expenses that are:

- incurred outside the province or territory of residence of the insured person;
- medically necessary;
- reasonable and customary costs;
- incurred as a result of an emergency due to sudden and unforeseen sickness and/or injury occurring during the coverage period;
- · in excess of those covered by the government health insurance plan or other insurance under which you may have coverage; and
- legally insurable;

subject to the Overall Benefit Maximum per *insured person* specified in the Schedule of Benefits.

In the event of an emergency, the following benefits are payable under the policy. However, certain expenses, as specified below, are covered only if you obtain the prior approval of Global Excel.

- Hospital Accommodation: Room and board costs up to the semi-private room rate charged by the hospital. If medically necessary,
 expenses for treatment in an intensive or coronary care unit are also covered. If coverage terminates for any reason during your hospital
 stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for in-patient stays be covered for a period
 greater than 365 days per insured person.
- 2. **Physician Charges:** Charges for treatment by a physician.
- 3. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending *physician* and that are part of the *emergency* treatment. The *policy* does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.
- 4. **Paramedical Services:** The services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist or osteopath, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, per *insured person*, per profession listed above, when approved in advance by *Global Excel*.
- 5. **Prescriptions:** 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* treatment, except when needed to stabilize a chronic condition or a medical condition which *you* had before *your trip*. This benefit is limited to a 30-day supply per prescription, unless *you* are hospitalized.
- 6. Ambulance Services: When reasonable and medically necessary, licensed ground ambulance service to the nearest medical facility.
- Medical Appliances: When approved in advance by Global Excel, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending physician, obtained outside your province or territory of residence and medically necessary.
- 8. **Private Duty Nurse:** The professional services of a registered private nurse, when *medically necessary* and while hospitalized, to the maximum specified in the Benefit Summary section of the Schedule of Benefits, per *insured person*, when approved in advance by *Global Excel*.
- 9. Emergency Air Transportation: When approved and arranged in advance by Global Excel:
 - a) air ambulance to the nearest appropriate medical facility or to a Canadian hospital for immediate emergency treatment;
 - b) transport on a licensed airline with an attendant (where required) to return you to your province or territory of residence for immediate emergency treatment.
- 10. **Transportation to Bedside:** When approved in advance by *Global Excel*, a single round-trip economy airfare from Canada plus up to the maximum amount specified in the Benefit Summary section of Schedule of Benefits for the cost of meals and commercial accommodation for one of the following: *spouse*, parent, child, brother, sister or business partner, to:
 - be with *you* if *you* are travelling alone and have been hospitalized as the result of an *emergency*. To be payable, this benefit requires that *you* eventually be hospitalized as an *in-patient* for at least three consecutive days outside *your* province or territory of residence and that the attending *physician* provide written certification that the situation was serious enough to warrant the visit; or
 - b) identify the deceased *insured person* prior to the release of the body, where necessary.

The Insurer will only reimburse covered expenses evidenced by original receipts.

- 11. **Return of** *Travel Companion*: If *you* are returned to *your* province or territory of residence under the *Emergency* Air Transportation benefit or the Return of Deceased benefit, the Insurer will reimburse the cost of a single one-way economy airfare for a *travel companion* to return to Canada, when approved in advance by *Global Excel*.
- 12. **Treatment of Dental** *Accidents:* Up to the maximum specified in the Benefit Summary section of the Schedule of Benefits per *insured person* for *emergency* dental treatment to repair natural, vital and sound teeth or permanently attached artificial teeth provided the *injury* was caused by an external, accidental blow to the mouth or face. *You* must consult a *physician* or dentist immediately following the *injury*.

Treatment must begin during the *coverage period* and be completed prior to returning to *your* province or territory of residence. An *accident* report is required from a *physician* or dentist for claims purposes.

- 13. Meals and Accommodation: Up to the maximum specified in the Benefit Summary section of the Schedule of Benefits per insured person, for the cost of commercial accommodation and meals for the insured person and/or any of his/her dependents when their trip is extended beyond the last day of the scheduled trip due to the sickness and/or injury suffered by an insured person. This benefit must be authorized in advance by Global Excel. The fact that you are unable to travel must be certified by the attending physician and supported with original receipts from commercial organizations.
- 14. **Vehicle Return:** Up to the maximum specified in the Benefit Summary section of the Schedule of Benefits if neither *you*, nor someone travelling with *you*, are able to operate *your vehicle*, whether owned or rented, during *your trip* due to *sickness* and/or *injury*. Arrangements and payment will be made for the return of the *vehicle* to *your* home in *your* province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for a single person to return the *vehicle* when approved and/or arranged in advance by *Global Excel*. This benefit does not cover wages lost by the person driving *your vehicle*. The Insurer will only reimburse covered expenses evidenced by original receipts.
- 15. **Return of Deceased:** Up to the maximum specified in the Benefit Summary section of the Schedule of Benefits, or for a covered *active* student who has been granted a student visa to study in the US, up to a maximum of \$15,000 while travelling in the US, towards the cost of preparation and transportation of the deceased *insured person* to their province or territory of residence in the event of death due to *sickness* and/or *injury*. In the case of cremation and/or burial at the place of death of the *insured person*, this benefit is limited to \$2,500. The cost of the casket or urn is not covered.
- 16. **Incidental Expenses:** Up to the maximum specified in the Benefit Summary section of the Schedule of Benefits for *your* out-of-pocket expenses such as telephone charges, television rental and parking while *you* are hospitalized for an *emergency* and the expenses are incurred as a direct result of such hospitalization. The Insurer will only reimburse covered expenses evidenced by original receipts.

Trip Cancellation and Trip Interruption Benefits

At the time you purchase your travel arrangements, you must not know of nor be aware of any reason, circumstance, event, activity or medical condition affecting you, an immediate family member, a travel companion, a travel companion's immediate family member, a business partner, a key employee, a caregiver, or a host at trip destination, which may eventually prevent you from starting and/or completing your covered trip as booked.

You must report the cancellation or interruption of your covered trip immediately. See Section VIII - Claims, for instructions.

- 17. **Trip Cancellation:** Coverage includes the cost of *trip* cancellation up to a maximum of \$5,000 per *insured person* per *trip* for any of the following occurrences that prevents an *insured person* from departing on a scheduled *trip*. To be payable, the prepaid travel arrangements must be cancelled prior to the scheduled departure date. Only the expenses that are non-refundable on the date of the event forcing cancellation shall be considered for the purpose of the claim. The *insured person* must contact *Global Excel* and the *supplier of travel services* on the day the event occurs or the next business day to advise of the cancellation, failure to notify *Global Excel* may limit the benefits payable.
 - a) Quarantine, death, injury or sickness of an insured person, a travel companion, an immediate family member, a travel companion's immediate family member, a business partner, a key employee, a caregiver or the host at trip destination. To file a claim, the insured person must supply a claim form and supporting medical records, or a death certificate and proof of cancellation of travel arrangements.
 - b) A formal travel warning issued by Foreign Affairs, Trade and Development Canada of the Canadian government after the purchase of *your trip* and prior to *your* departure, advising Canadians not to travel to a country, region or city that is part of *your trip*.
 - The *insured person* is summoned to jury duty or subpoenaed as a witness in a case. This applies only when the trial is scheduled to be heard during the scheduled *trip* dates and the summons or subpoena is received after the travel arrangements were purchased. This must be substantiated by court documents.
- 18. **Trip Interruption:** If, after departure and during a covered *trip*, an *insured person* is forced to interrupt or discontinue or extend the *trip* due to an *injury*, *sickness* or death of:
 - a) the insured person; or
 - b) an immediate family member who is or is not on the trip, the insured person will be reimbursed for:
 - i. the non-refundable proportionate cost of the remaining *trip* excluding the cost of prepaid unused transportation back to the *departure point*, which an *insured person* was unable to complete because of early return; plus
 - ii. the cost of one-way fare for similar type of transportation, by the most direct route, to allow the insured person to either:
 - · rejoin the trip; or
 - return to the departure point.

The *insured person* must contact *Global Excel* on the day the event occurs to advise of the *trip* interruption. The maximum amount payable is \$2,000 per *insured person* per *trip*. **Note: this benefit does not reimburse the unused portion of any travel ticket.**

SECTION III — EXCLUSIONS

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

- Treatment or services normally covered or reimbursable under a government health insurance plan, a Health Insurance Plan, or under other insurance you might have.
- 2. For actively at work employees and their dependents: Any sickness, injury or medical condition (other than a minor ailment) that was not stable at any time during the 90 days prior to each departure date.
- 3. Any trip booked or commenced contrary to medical advice or after you are diagnosed with a terminal illness.
- 4. Any medical condition for which, prior to departure, medical evidence suggests a reasonable expectation that treatment or hospitalization could be required while travelling.
- 5. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain and suffering or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such treatment. The delay to receive treatment in *your* province or territory of residence has no bearing on the application of this exclusion.
- 6. Treatment or surgery during a *trip* when the *trip* is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such *trip* is taken on the advice of a *physician*.
- Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by Global Excel prior to being performed, except in extreme circumstances where such surgery is performed on an emergency basis immediately upon admission to hospital.
- 8. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.
- 9. Hospitalization or services rendered in connection with general health examinations for "checkup" purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse or non-compliance with any prescribed medical therapy or treatment and medical treatment of an acute sickness and/ or injury after the initial emergency has ended (as determined by the Medical Director of Global Excel).
- 10. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature, unless hospitalized.
- 11. Emergency Air Transportation and/or car rental unless approved and arranged in advance by Global Excel.
- 12. Treatment not performed by or under the supervision of a physician or licensed dentist.
- 13. Treatment or hospitalization of mother or child as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the four weeks before or after the expected delivery date.
- 14. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
- 15. Terrorism or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate terrorism except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- 16. Committing or attempting to commit an illegal act or a criminal act.
- 17. Suicide (including any attempt thereat) or self-inflicted *injury*, whether or not *you* are sane.
- 18. Service in the armed forces.
- 19. Participation in any sport as a professional athlete (for which you are remunerated), or in motorized or mechanically-assisted racing or speed contests (defined as an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event).
- Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
- 21. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in the policy, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an emergency.
- 22. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by Global Excel.
- 23. The cost of any airline ticket covered under the policy where your ticket may be exchanged or used for the same purpose.
- 24. Crowns and root canals.
- 25. Treatment or services received in the province where *you* attend school or work on a full-time basis or in *your* home country, if *you* are a foreign student studying in Canada or a non-resident working in Canada.

- 26. An accident occurring while you were operating a motorized vehicle, vessel or aircraft, if you:
 - a) were under the influence of drugs or toxic substances, or
 - b) had a blood alcohol level higher than 80 milligrams of alcohol per 100 millilitres of blood, or
 - had a blood alcohol level higher than the legal limit in the location where the accident occurred.
- 27. A *trip* cancelled due to quarantine, death or any *sickness*, *injury* or medical condition that was not *stable* at any time in the 90 days prior to the date of purchase of the travel arrangements. This exclusion applies to each *insured person* and the following persons who are age 60 or over: an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a business partner, a *key employee*, a *caregiver* at the destination and a host at the *trip* destination.
- 28. A *trip* interrupted due to any *sickness*, *injury* or medical condition that was not *stable* at any time in the 90 days prior to the date of purchase of the travel arrangements. This exclusion applies to each *insured person*, and to the *insured person*'s *immediate family member*, when the *immediate family member* is age 60 or over.
- 29. Any injury, sickness or medical condition which, prior to the date of purchase of the insured person's travel arrangements:
 - a) was such as to render medical consultation or hospitalization expected; or
 - b) which has been shown, by prior medical history, as probable or certain to occur.
- 30. Sickness, injury or medical condition if an insured person, a travel companion, or an immediate family member of the insured person or the insured person's travel companion are awaiting or undergoing any surgery, medical test(s), examination(s), monitoring or consultation prior to the date of purchase of the insured person's travel arrangements:
 - a) for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.); or
 - b) for a new or changed medical condition, which may eventually cause an *insured person*, a *travel companion*, or an *immediate family member* of the *insured person* or of the *insured person* is *travel companion*, to seek medical attention.
- 31. A *trip* undertaken for the purpose of visiting a sick or injured person when the covered *trip* is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.
- 32. Any sickness, injury or medical condition you suffer or contract, or any loss you incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before your departure date advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area.
 - If the travel advisory or formal notice is issued after *your* departure date, *your* coverage under this *policy* in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for *you* to safely evacuate the country, region or area.

SECTION IV — GENERAL PROVISIONS AND LIMITATIONS

- 1. Notice to Global Excel: In the event of a sickness and/or injury likely to give rise to an emergency, you must give immediate notice to Global Excel. Failure to do so may limit the benefits payable under the policy. If you incur any expenses without prior approval by Global Excel, such expenses will be covered, except where the policy expressly requires the prior approval or authorization of Global Excel, on the basis of the reasonable and customary costs that would have been payable for such expenses by the Insurer in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount, therefore you will be responsible for paying any difference between the amount you incur and the reasonable and customary costs reimbursed by the Insurer.
- Transfer or Medical Repatriation: During an emergency (whether prior to admission or during a covered hospitalization), the Insurer reserves the right to:
 - a) transfer you to one of Global Excel's preferred health care providers, and/or
 - b) return you to your province or territory of residence
 - for the medical treatment of *your sickness* and/or *injury* where this poses no danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically *stable* by the Medical Director of *Global Excel*, the Insurer will be released from any liability for expenses incurred for such *sickness* and/or *injury* after the proposed date of transfer or return. *Global Excel* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.
- 3. Limitation of Benefits: Once you are deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of Global Excel or by virtue of discharge from a medical facility, your emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the emergency will no longer be eligible for coverage under the policy.
- 4. Misrepresentation and Non-Disclosure: Your entire coverage under the policy shall be voidable if the Insurer determines, whether before or after loss, that you or the policyholder have concealed, misrepresented or failed to disclose any material fact or circumstance concerning the policy or your interest therein, or if you or the policyholder refuse to disclose information or to permit the use of such information,

pertaining to any of the *insured persons* under the *policy*. Consequently and following a loss, no claim shall be payable by the Insurer and *you* shall be solely responsible for all expenses relating to *your* claim, including medical repatriation costs.

- 5. **Subrogation:** If you suffer a loss covered under the *policy*, the Insurer is granted the right from you to take action to enforce all your rights, powers, privileges, and remedies, to the extent of benefits paid under the *policy*, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of medical expenses are available to *you*, regardless of fault, the Insurer is granted the right to make demand for, and recover, those benefits. If the Insurer institutes an action it may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action, in addition to providing the Insurer all information, cooperation and assistance the Insurer may reasonably require. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights. You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do all such things as are necessary to secure such rights.
- 6. **Arbitration:** Notwithstanding any clause in the *policy*, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *participant*. The parties agree that any action will be referred to arbitration.
- Applicable Law: The policy is governed by the law of the Canadian province or territory of residence of the participant. Any legal
 proceeding by the insured person, his heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of
 the participant.
- 8. **Other Insurance:** This insurance is a second payer plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage.

All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less

9. Co-ordination and Order of Benefits: If a person has coverage under another plan that does not provide for co-ordination of benefits, that plan will be considered primary carrier and will be responsible for making the initial payment. If the other plan does provide for co-ordination of benefits, the order of benefit will be as follows:

Participant and dependent spouse

The plan insuring the participant or the participant's dependent spouse as an employee/member pays benefits before the plan insuring the participant or the participant's spouse as a dependent.

Dependent child

If the *dependent* child is insured as a *dependent* under the *participant's* and the *spouse's* plans, benefits will first be payable under the plan of the parent whose birthday comes first in the calendar year. The balance of eligible expenses can then be submitted to the plan of the other parent.

If both parents have the same birthday (month/day), the claims for children must be submitted to the plan in the alphabetical order of the parents' first names.

When a person is insured under other group or individual policies or government plans, the benefits payable from all sources cannot exceed one hundred percent of expenses incurred.

10. **Rights of Examination:** To be entitled to payment of benefits provided under the *policy*, the *participant*, on his own behalf and on behalf of his *dependents* hereby authorizes any *physician*, health professional, *hospital*, institution and any other organization to forward to the Insurer or its representatives, all information, reports or documents that they may require.

The participant hereby authorizes the Insurer to communicate directly with any physician, health professional, hospital, institution or other organization to obtain any information required for the assessment of claims and hereby relieves the persons concerned of all legal responsibility which could arise from the disclosure of such information.

In the event of death, the Insurer will require that a death certificate be filed with the claim. Furthermore, the Insurer has the right to request an autopsy and review any autopsy report, if not prohibited by law.

- 11. **Limitation Period:** Every action or proceeding against an 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 (British Columbia, Alberta and Manitoba). Every action or proceeding against an Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act (Ontario), or other applicable legislation.
- 12. **Availability of Care:** Neither the Insurer nor *Global Excel* shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the vacation destination, or *your* failure to obtain medical treatment during the *coverage period*.
- 13. Evidence of Age: The Insurer reserves the right to request proof of age of any insured person.

- 14. **Assignment:** Benefits under the *policy* may not be assigned to a third party. However and exceptionally, in no event will this affect *Global Excel's* ability to make payment, for the benefit of the *insured person*, directly to the *hospital* or clinic as provided for under the International Assistance Service section of the *policy*.
- 15. When Money Payable: All money payable under the *policy* shall be paid by the Insurer within 60 days after it has received due proof of claim.
- 16. Continuance of Participant Coverage During Absence from School or Work:
 - a) If *you* are a covered student who is absent from attendance at a participating school due to disability, authorized leave of absence, strike or any other program stoppage at the *participant's* school; or
 - If you are a covered employee who is absent from work due to disability, temporary lay-off, authorized leave of absence, strike, or any other work stoppage;

the insurance will be continued as long as the participant remains covered under the policyholder's basic group extended health care plan.

- 17. **Examination of the** *Policy***:** The *policy*, including any endorsements, will be kept at the office of the *policyholder*. You may consult the *policy* during the regular business hours of the *policyholder*.
- 18. **Sanctions:** The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions ("Sanctions") imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard.

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this *policy* which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an Insurer in the United Kingdom.

SECTION V — AUTOMATIC EXTENSION OF COVERAGE PERIOD

The coverage period per trip will automatically be extended up to 72 hours if:

- a) you are hospitalized due to a medical *emergency* on the last day of coverage. Your coverage will remain in force for as long as you are hospitalized and the 72-hour extension commences upon release from hospital;
- b) a late train, boat, bus, plane, or other *vehicle* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* province or territory of residence (including by reason of weather);
- the *vehicle* in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence on or before *your* return date;
- d) you must delay your scheduled return to your province or territory of residence due to a medical emergency.

All claims incurred after your original scheduled return date must be supported by documented proof of the event resulting in your delayed return.

SECTION VI — INTERNATIONAL ASSISTANCE SERVICE

Global Excel is available to take your calls 24 hours a day, 7 days a week.

Emergency Call Centre — No matter where *you* travel, professional assistance personnel are ready to take *your* call. *Global Excel* can also provide *you* with Canada Direct instructions and codes so that *you* only deal with Canadian telephone operators.

Referrals — *Global Excel* can refer *you* to the preferred medical providers (*hospitals*, clinics and *physicians*) that are closest to where *you* are staying. With a referral, it is less likely that *you* will have to pay for services out of pocket.

Benefit Information — Explanation of *your* coverage is available to *you* and to the medical providers who are treating *you*.

Medical Consultants — *Global Excel's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, *Global Excel* will help *you* return to Canada for the care required.

Urgent Message Relay — In the event of a medical *emergency*, *Global Excel* will contact *your travel companion* to keep him advised of *your* medical situation and will help *you* exchange important messages with *your* family.

Interpretation Service — Global Excel can connect you to a foreign language interpreter when required for emergency services in foreign countries.

Direct Billing — Whenever possible, Global Excel will instruct the hospital or clinic to bill the Insurer directly.

Claims Information — Global Excel will answer any questions you have about the eligibility of your claim, standard verification procedures and the way that the benefits under the policy are administered.

Doctor-On-Call™ — Doctor-On-Call™ service for travellers to the United States provides *you* with access to a licensed US *physician*, if applicable, including the possibility of receiving a home visit in case of *emergency*.

SECTION VII — DEFINITIONS

Throughout this policy, defined words are written in italics.

- "Accident" means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily injury.
- "Active Student" means a student enrolled and attending a program at a participating school of the policyholder.
- "Actively at Work" means the employee is physically and mentally capable of doing each and every function of his/her occupation, on the basis of a minimum of 20 hours worked per week. If an employee is not actively at work due to vacation, holidays, a non-scheduled working day, maternity or parental leave, then actively at work means the capability to perform the employee's normal duties at the employee's normal place of employment on the same basis as the employee who is actively at work.
- "Caregiver" means a person entrusted with the care of a dependent child on a permanent, full-time basis and whose services cannot reasonably be replaced.
- "Coverage Period" means up to the number of consecutive days specified in the Schedule of Benefits during which *you* are covered under the *policy* when *you* take a *trip* and which is calculated as of the departure date from *your* province or territory of residence for that *trip*.
- "Departure Point" means the place the insured person departs from on the first day and returns to on the last day of the trip.
- "Dependent" means the *spouse* and/or the unmarried child of the *participant* or *spouse*, who is dependent on the *participant* for support and is not employed on a full-time basis. Age limits for a dependent child are specified in the Schedule of Benefits. However, coverage will not continue beyond attainment of age 26, except for a covered dependent child who is physically or mentally disabled and totally dependent on the *participant* for support on the date he reached the age when insurance would normally terminate.
- "Emergency" means the occurrence of a sickness and/or injury during the coverage period that requires immediate medically necessary treatment for the relief of acute pain or suffering, other than experimental or alternative treatment, and such treatment cannot be delayed until your return to Canada.
- "Global Excel" means Global Excel Management Inc. the company appointed by the Insurer to provide medical assistance and claims services under the *policy*.
- "Government Health Insurance Plan" means the health care coverage provided by Canadian provincial and territorial governments to their residents.
- "Health Insurance Plan" means the health care coverage provided by the participating school in Canada to their International Students, which provides benefits that are equivalent to the *government health insurance plan* of the province or territory of the participating school.
- "Hospital" means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and *in-patient* care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, or drug or alcohol abusers.
- "Immediate Family Member" means your spouse, son, daughter, father, mother, brother, sister, stepson, stepdaughter, stepfather, stepmother, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandfather or grandmother of the insured person.
- "Injury" means an unexpected and unforeseen harm to the body that is caused by an accident, that you sustained during the coverage period and that requires emergency treatment that is covered by the policy.
- "In-patient" means a patient who occupies a *hospital* bed for more than 24 hours for medical treatment and for which admission was recommended by a *physician* when *medically necessary*.
- "Insured Person", "You" and "Your" mean any one of the participant or participant's dependents covered under the policy.
- "Key Employee" means an employee whose continued presence is critical to the ongoing affairs of the business during the insured person's absence
- "Medically Necessary" in reference to a given service or supply, means such service or supply:
 - a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
 - b) is not experimental or investigative in nature;
 - c) cannot be omitted without adversely affecting the condition of the insured person or quality of medical care;
 - d) cannot be delayed until the *insured person* returns to his province or territory of residence.
- "Minor Ailment" means any sickness or injury which does not require the use of medication for a period greater than 15 days, 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 departure date. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

- "Ongoing Condition" means an acute sickness and/or injury that requires continuing care and/or treatment after the initial emergency has ended as determined by the Medical Director of Global Excel.
- "Participant" means an eligible active student or actively at work employee whom the policyholder identifies as being entitled to coverage under the policy and for whom the policyholder has paid the required premium.
- "Physician" means a medical practitioner whose legal and professional standing within his jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his licensed authority. A physician must be a person other than you or your immediate family member.
- "Policy" means the group travel emergency medical insurance contract, (master policy), issued by the Insurer to the policyholder.
- "Policyholder" means the company or organization specified in the Schedule of Benefits and to which the policy is issued.
- "Reasonable and Customary Costs" means costs that are incurred for approved, covered medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar sickness and/or injury.
- "Sickness" means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of medical treatment.
- "Spouse" means either the person who is lawfully married to the participant or the person who has been living with the participant for one year without interruption in a relationship of a conjugal nature, who has been publicly represented as such.
- "Stable" means any medical condition (other than a minor ailment) for which all the following statements are true:
 - a) there has been no new diagnosis, treatment or prescribed medication:
 - b) there has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (provided that the dosage is not modified);
 - c) there have been no new symptoms, more frequent symptoms or more severe symptoms;
 - d) there have been no test results showing deterioration;
 - e) there has been no hospitalization or referral to a specialist (made or recommended) and *you* are not awaiting the results of further investigations for that medical condition.
- "Supplier of Travel Services" means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel accommodations who is legally authorized and licensed to sell travel services to the general public.
- "Terminal Illness" means you have a condition that is cause for the physician to estimate that you have less than six months to live.
- "Terrorism" means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.
- "Travel Companion" means a person who is sharing travel arrangements with the *insured person* from the point of departure on a covered *trip*, including accommodation and transportation, and who has paid for such accommodation or transportation in advance of departure. A maximum of three persons will be considered travel companions.
- "**Trip**" means a journey that *you* undertake which commences on the date of *your* departure from *your* province or territory of residence and ends when *you* return to *your* province or territory of residence.
- "**Vehicle**" means an automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 11 meters (36 feet in length), used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during the *trip*.

SECTION VIII — CLAIMS

Notice and Proof of Claim

In the event that Global Excel is not contacted immediately, the insured person, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- give written notice of claim by delivery thereof or by sending it by registered mail to Global Excel not later than 30 days from the date the claim arises under the policy;
- b) within 90 days from the date a claim arises under the *policy*, furnish *Global Excel* such proof of claim as is reasonably possible in the circumstances of the *emergency* giving rise to the claim and the loss occasioned thereby, the right of the claimant to receive payment, his age and the age of the beneficiary, if relevant; and
- c) if required by *Global Excel*, provide a satisfactory certificate stating the cause for which the claim is made and the duration of the disability, if applicable.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the prescribed period above does not invalidate the claim if the notice or proof is given or furnished as soon as is reasonably possible, and in no event later than one year from the date of *injury* or the date a claim arises under the *policy* on account of *sickness* 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

Global Excel, on behalf of the Insurer, shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where the claimant has not received the forms within that time he may submit his proof of claim in the form of a written statement of the cause or nature of the emergency giving rise to the claim.

Claims Procedures

You are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, you must:

- a) include the *policy* number, the patient's name (married and maiden, if applicable), date of birth, and Canadian provincial or territorial *government health insurance plan* number with its expiry date or version code (if applicable); and
- b) submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*; and
- c) provide the original prescription drug receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost; and
- d) provide proof of the departure date(s) and return date(s); and
- e) provide written proof of claim within 90 days of the date of receipt of services covered under the policy; and
- f) provide additional information pertinent to your claim, as may be required by Global Excel after receipt of your claim; and
- g) sign and return the authorization form, provided by Global Excel, allowing the Insurer to recover payment from the Canadian provincial or territorial government health insurance plan or the Health Insurance Plan, or any other insurance plan. The Insurer will coordinate and pay your claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial government health insurance plan on your behalf; and
- h) return the unused portion of your air ticket to Global Excel if the Emergency Air Transportation benefit is used; and
- for *trip* cancellation claims, provide a claim form, an explanation of the reason for cancelling the *trip*, including details and dates of the event, *hospital* records, death certificate, *physician*'s note, original receipts as proof of payment for the covered *trip* showing dates and amounts paid, *supplier of travel services* fees and penalties and the method of payment, the original airline tickets, electronic copy of the airline booking if applicable, proof of the reason for cancellation of the *trip* and/or proof of all requested applicable refunds; and
- for *trip* interruption claims, provide a claim form, an explanation of the reason for interrupting the *trip*, including details and dates of the event *,hospital* records, death certificate, *physician's* note, original receipts, airline tickets, transfer vouchers, meal vouchers, accommodation and other travel documents pre-paid for *your* covered *trip*; and
- k) Global Excel may ask you or the attending physician to provide additional evidence to support your claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending physician(s) or any hospital(s) for the purpose of determining the validity of a claim. In this event, you will be responsible for any fees required to substantiate your claim. You may also be required to undergo examination by one or more of our physicians. In this event, Global Excel will cover any associated costs.

All sums in the plan are in Canadian currency unless otherwise indicated. If you have paid a covered expense in a currency other than Canadian currency, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

Any information not provided may result in a delay in processing your claim.

All pertinent documents should be sent to:



Global Excel Management Inc. 73 Queen St. Sherbrooke, Québec J1M 0C9

Tel.: 1-866-870-1898 (toll free) or +819-566-1898 (collect) during business hours (EST).

SECTION IX - IMPORTANT NOTICE ABOUT THE INSURED PERSON'S PERSONAL INFORMATION

Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from your agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from *policyholders*, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a *policyholder*, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health Insurers and family members and friends of *policyholders*, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

SECTION X - IDENTIFICATION OF INSURER



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