Travel Shield
Canada Insurance Plan

PLAN D POLICY WORDING

In the event of an emergency please contact the *Assistance Company* immediately at:

1-844-879-8379 toll free from Canada or the USA or

+1-416-285-1722 collect where available

It is *your* responsibility to ensure that the *Assistance Company* has been contacted prior to receiving treatment. *Your* benefits will be limited to 80% of eligible expenses to a maximum of $25,000 if *you* fail to do so, other than in extreme circumstances when treatment is required to resolve a life threatening medical crisis.

10 DAY RIGHT TO EXAMINE

Please take the time to read this policy to ensure that it meets *your* needs and contact *your* agent if *you* have any questions. *You* may cancel this policy within 10 days of the purchase date for a full refund provided it is before the effective date. Other refunds available are described under Refunds in the General Provisions section of this policy.

IMPORTANT NOTICE – PLEASE READ CARFULLY

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.
- *Your* policy may not cover medical conditions and/or symptoms that existed prior to *your trip*. Check to see how this applies in *your* policy and how it relates to *your* effective date.
- In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed when a claim is reported.
- Costs incurred in *your country of origin* are not covered.
- *Your* policy provides travel assistance; *you* are required to notify the *Assistance Company* prior to *medical treatment. Your* policy may limit benefits should *you* not contact the *Assistance Company* before seeking *medical treatment*.
- The *deductible* is shown on *your* confirmation of insurance.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

NOTE: Italicized words are defined terms whose definition appears in the definitions section of the policy.

ELIGIBILITY

To be eligible for coverage, on the effective date, *you* must:

1. be a visitor to Canada or a person in Canada under a valid work or student visa, a Canadian or an immigrant not eligible for benefits under a *government health insurance plan*; and
2. be at least 15 days of age and less than than 90 years of age; and
3. not be travelling against the advice of a *physician* and/or have not been diagnosed with a *terminal illness*; and
4. not be experiencing new or undiagnosed signs or symptoms and/or know of any reason to seek medical attention; and
5. not require assistance with the activities of daily living (dressing, bathing, eating, using the toilet or getting in or out of a bed or chair).

INSURING AGREEMENT

1. In consideration of having paid the required premium in full for the selected *sum insured*, the *insurer* agrees to pay the *reasonable and customary costs* up to the selected *sum insured* incurred by *you* in case of an *emergency* occurring while in Canada or while on a temporary visit to another country. A minimum of 51% of *your* coverage period must be spent in Canada and time spent outside of Canada is limited to a maximum of 30 days per visit. There is no coverage while in *your country of origin*.
2. The *insurer* will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the government plan in *your* province or territory of residence in Canada for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.
3. Subject to all terms and conditions of the policy, the benefits are payable to a maximum of the *sum insured* insofar as such services are *medically necessary*. Benefit limits are per *insured person*, per *trip* including any extensions.
4. This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
5. The *insurer* reserves the right to decline any application or any request for an extension of coverage.
6. The plan type purchased and the sum insured selected cannot be changed after the effective date indicated on *your* confirmation of insurance.
7. Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

DURATION OF COVERAGE

1. The maximum coverage period under this plan is 365 days per policy and not to exceed 2 consecutive years with the *insurer*.
2. A temporary visit to another country as part of *your* covered *trip* must:
   a) originate and terminate in Canada;
   b) not exceed 49% of *your* covered *trip's* duration; and
   c) not exceed 30 days

A temporary visit to *your country of origin* is not covered (coverage ceases and then resumes when *you* return to Canada provided *you* are still eligible for coverage).

3. **Effective Date**

Your insurance policy commences on the latest of:

a) the date and time *you* apply for and pay for this insurance;
b) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance; or
c) the date and time of *your* arrival in Canada. Proof of *your* date of arrival may be required.

Exception: When this policy is purchased prior to leaving *your country of origin*, and provided the appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your* plane ticket) for *your* uninterrupted travel to Canada.

4. **Waiting Period**

If *you* purchase this coverage after *your* arrival in Canada there is no coverage for any *sickness* that began, or for which *you* experienced symptoms during:

a) The 48-hour period following the effective date of the policy if insurance is purchased within 30 days of *your* arrival to Canada
b) The 8-day period following the effective date of the policy if insurance is purchased more than 30 days after *your* arrival to Canada

even if related expenses are incurred after the Waiting Period.
Exception: The Waiting Period will be waived if this policy is purchased on or prior to the expiry date of an existing Visitors to Canada Travel Insurance policy already issued by the *insurer*, to take effect on the day following such expiry date provided no change in the Sum Insured option is applied for. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

5. **Expiry Date**

Coverage under this plan terminates on the earliest of:

a) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance;
b) 365 days after the effective date of *your* insurance;
c) the date *you* become eligible for a *government health insurance plan* in Canada;
d) the date and time *you* arrive in *your country of origin* with no intention to return to Canada during the coverage period;
e) the date when *you* exceed 49% of *your* coverage period while visiting another country.
f) The 31st day of a temporary visit to another country, other than *your country of origin*;
g) 11:59 p.m. (local time) on an earlier date calculated by Travel Shield due to an incorrect or insufficient premium payment, including a lapsed monthly payment;

You may return to *your country of origin* for a temporary visit prior to *your* expiry date and *your* coverage will resume with no additional premium once *you* return to Canada providing *you* remain eligible. The premium for the number of days of *your* temporary visit will not be refunded or reissued. Any medical condition for which symptoms were present or *you* received *medical treatment* during a temporary visit is not covered.

6. **Extending Your Coverage**

If *you* wish to remain in Canada beyond the expiry date of this policy, you must contact your broker or agent prior to the expiry date and have no reason to seek medical attention during the new period of coverage.
You may purchase a new policy subject to the policy terms, conditions and premium schedule in effect at the time the new policy is requested. The cost of additional days of insurance will be calculated using *your* age on the effective date of the new policy provided that:

a) *you* remain eligible for insurance;
b) *you* have not experienced any changes in *your* health since *your* effective date or arrival date;
c) the request for the new policy is received prior to the expiry date of *your* coverage;
d) the required premium is paid.

If you have submitted a claim, the insurer will review your file before granting an extension. Any condition for which you were treated during the initial period of coverage will automatically be excluded from the extended coverage period. The insurer reserves the right to decline any request for extension.

Note: The minimum premium is $20 per policy.

7. **Family Coverage**

If *you* have purchased *family* coverage at the time of application, *your* policy covers *you* and all *family* members named on the application (please refer to the definition of *family*) if:

a) coverage dates are the same for all *family* members;
b) all *family* members live at the same address while in Canada; and
c) the premium for *family* coverage is paid prior to the effective date of the policy, as shown on the application or confirmation of insurance.

8. **Automatic Extension of Coverage**

Upon notifying the *Assistance Company*, *your* coverage will extend automatically, without additional premium, for up to 72 hours if *your* stay is prolonged beyond the expiry date due to any of the following reasons:

a) Delay beyond *your* control of the vehicle, airline, bus, train or government operated ferry system in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the expiry date and the conveyance must be due to arrive prior to the expiry date;
b) *You* must delay *your* scheduled return to *your country of origin* because *you* are deemed medically unfit to travel by the *insurer*.
c) *You* are *hospitalized* due to an *emergency* on the expiry date indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as *you* are *hospitalized* and the 72-hour extension will commence upon release from *hospital*.

Note: All claims incurred after the expiry date of *your* insurance policy must be supported by documented proof of the event resulting in *your* delayed return. This benefit does not include costs associated with flight change.

BENEFITS

The *insurer* will reimburse the *reasonable and customary* costs for eligible expenses described in this section that are incurred as the result of a covered *emergency* up to the coverage amount, subject to all policy limitations, exclusions and provisions. However, certain expenses, as specified below, are covered only with the prior approval of the *Assistance Company*.

1. **Hospital Accommodation:**

a) Charges up to the ward rate rate charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive care or coronary care unit are also covered.
b) Emergency-room fees.
c) *Emergency* out-patient services provided by a *hospital* when *medically necessary*.

2. **Medical Services:** *Medical treatment* by a legally licensed *physician*, surgeon, anaesthetist or registered graduate nurse (other than an *immediate family member* of *the insured person*).
3. **Diagnostic Services:** Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of the *emergency medical treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms or ultrasounds and biopsies unless such services are approved in advance by the *Assistance Company*.

4. **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 medical treatment*, except when needed to stabilize a chronic condition or a medical condition which an *insured person* had before the *trip*.

   This benefit is limited to a 30-day supply and up to $500 per prescription unless the *insured person* is *hospitalized*.

5. **Private Duty Nurse:** Up to $5,000 when approved in advance by the *Assistance Company* and prescribed by an attending *physician* for the professional services of a registered private duty nurse (other than by an *immediate family member*) as the result of a covered *emergency* when *medically necessary* and while *hospitalized* or in lieu of *hospitalization*. Coverage is limited to $5,000 when in lieu of *hospitalization*.

6. **Follow Up Visits:** When approved in advance by the *Assistance Company*, up to 3 follow-up visits, provided they are directly related to your *emergency.*

7. **Paramedical Services:** When approved in advance by the *Assistance Company* the costs incurred for the services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist or osteopath to a maximum of $300 per *insured person*, per profession listed above.

8. **Dental**: When performed by a legally qualified dentist or oral surgeon, *emergency* dental treatment:
   a) up to $1,000 to repair or replace whole or sound natural teeth or permanently attached artificial teeth damaged as a result of an accidental blow to the face; and
   b) up to $300 for relief of dental pain caused other than by a blow to the face and for which *you* have not previously received treatment or advice.

   Treatment must be initiated within 48 hours from the time the *emergency* began and be completed no later than 90 days after treatment began and before *your* expiry date or *you* return to *your country of origin*.

9. **Medical Appliances:** When approved in advance by the *Assistance Company* and prescribed by the attending *physician,* up to a maximum of $5,000 for minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary renal of a wheelchair, not exceeding the purchase price.

10. **Emergency Air Transportation**: When approved and arranged in advance by the *Assistance Company*:
    a) Licensed ambulance services (includes taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*;
    b) Transportation between *hospitals* when ordered by the attending *physician* for *emergency medical treatment;*
    c) If, as the result of an *emergency, your* treating *physician* or the *Assistance Company's* Medical Team recommends that *you* be returned to Canada or *your country of origin*, the costs incurred for:
       i. one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher or upgrading charges if *your* attending *physician* states in writing that it is *medically necessary*;
       ii. return economy airfare via the most direct route for a qualified medical attendant to accompany you if required by the airline or if your attending physician states in writing that it is medically necessary;
       iii. air ambulance when medically necessary

    only when approved and arranged by the Assistance Company

11. **Repatriation of Remains**: In the event of *your* death as a result of covered *accident* or unforeseen *sickness*:
    a) up to a maximum of $5,000 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to *your country of origin*; or
    b) up to $2,500 for cremation and/or burial at the place of death.

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

EXCLUSIONS

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

1. Any *sickness*, *injury* or medical condition that existed prior to the effective date other than:
   a) **Up to Age 69**: Any *sickness*, *injury* or medical condition that was *stable* in the **90 days** prior to the effective date.
   b) **Age 70-84**: Any *sickness, injury* or medical condition that was *stable* in the **180 days** prior to the effective date provided *you* have accurately answered no to all questions on the medical declaration and have paid the premium for this coverage. If any question is answered yes, there is no coverage for any medical condition that existed prior to the effective date.
2. Expenses related to a *sickness* or *injury* that would have caused an ordinarily prudent person to seek *medical treatment*, advice, diagnosis or care during the 90 day period immediately prior to the effective date.
3. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
4. Any *sickness* or *injury* which occurred prior to the effective date of *your* policy when coverage has been extended after *your* arrival in Canada.
5. Any costs incurred outside of Canada after *you* exceed 30 consecutive days in any country other than Canada during the coverage period.
6. Any costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as a *terminal illness* prior to the effective date.
7. Any *medical treatment* which can reasonably be delayed until *you* return to *your country of origin* by the next available means of transportation, whether *you* intend to or not.
8. Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, convalescent or ongoing care or *medical treatment* of an acute sickness and/or *injury* after the initial *emergency* has ended.
9. Non-compliance with any prescribed *medical treatment* or therapy.
10. Expenses incurred whereby this policy was purchased specifically to obtain *medical treatment* outside *your country of origin*, whether or not recommended by *your* attending *physician*.
11. Any *medical treatment* in *your country of origin*.
12. Any medical condition for which symptoms were present or for which *you* received *medical treatment* during a temporary visit to *your country of origin* during the coverage period.
13. Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges. Implants required to stabilize an *emergency* medical condition may be covered if pre-approved by the *Assistance Company*.
14. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this 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*.
15. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
16. Routine pre-natal care; *your* pregnancy, or childbirth or complications thereof occurring in the 9 weeks before or after the expected delivery date.

17. For children under 2 years of age any *sickness* or medical condition resulting from or related to a congenital defect.
18. Expenses for any benefit or *medical treatment* that requires prior approval by the *Assistance Company* if such approval was not provided, except in extreme circumstances where such *medical treatment* is performed on an *emergency* basis immediately upon admission to *hospital*.
19. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured* is *hospitalized*.
20. Loss, death or injury, if at the time of the loss, death or injury, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by the use of alcohol, prohibited drugs or any other intoxicant.
21. Committing or attempting to commit an illegal act or a criminal act by an *insured person.*
22. Your suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
23. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated) or scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
24. Death or injury sustained while operating or learning to operate any aircraft as pilot or crew.
25. Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
26. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country.
27. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
28. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

DEFINITIONS

Certain italicized terms used in this policy are defined in this section.

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

Assistance Company means the company designated by the *insurer* to provide *emergency* assistance services.

Country of Origin means the country for which the *insured person* holds a passport. If the *insured person* holds more than one passport, the country of origin will be taken to mean the country that the *insured person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one country of origin for the family, which will be the country of origin declared on the application.

Deductible means the amount (if applicable), in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured* person, per covered *emergency*.

Dependent Children means unmarried persons residing with *you* and dependent on *you* for support if *you* are their parent, grandparent or legal guardian, and on the effective date they are at least 15 days of age and:

a) under 21 years of age; or
b) under 26 years of age and a full-time student; or
c) have a mental or physical impairment.

Emergency means an unexpected and unforeseen *sickness* or *injury* occurring during the coverage period for which *you* require immediate *medical treatment* for the relief of acute pain or suffering occurring while on a covered *trip* and that such *medical treatment* cannot be delayed until *your* return to *your country of origin*, whether *you* intend to or not. An emergency no longer exists when *you* are declared medically fit to travel by the Medical Director of the *Assistance Company* and no further benefits are payable in respect of the medical condition which caused the emergency.

Family means *you* and/or *your spouse* up to age 69 and *your dependent children* when *your* names appear on the application or confirmation of insurance. Coverage dates must be the same for all family members. All family members must live at the same address while in Canada.

Government Health Insurance Plan means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

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, or a facility operated mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre or health spa.

Hospitalization or **Hospitalized** means an *insured* occupies a hospital bed for more than 24 hours for *medical treatment* and for whom admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means the *spouse*, natural or adopted child, step-child, parent, step-parent, legal guardian, legal ward, brother, sister, step-brother, step-sister, in-law, grandparent, grandchild, aunt, uncle, niece, nephew of the *insured person*.

Injury means an unexpected and unforeseen harm to the body that is caused by an *accident*, sustained by an *insured person* during the coverage period and that requires *emergency* treatment that is covered by this policy.

Insured, Insured Person means any eligible person named on the application and confirmation of insurance for whom the required premium has been paid.

Insurer means Berkley Insurance Company, which provides this insurance.

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

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness*, *injury* or symptom.

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/her *country of origin*.

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

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than the *insured person* or an *immediate family member*.

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 sudden and unforeseen disease or disorder of the body which results in loss during the coverage period. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person to whom the *insured* is legally married or with whom the *insured* has been living with in a common-law relationship for at least the last 12 months.

Stable means any medical condition (whether or not the diagnosis has been determined)for which there has been:

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

*Change includes any new treatment or medication, stopped treatment or medication, increase or decrease in treatment or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when *you* are taking insulin or oral diabetes medication.

Sum Insured means the maximum sum payable ($25,000, $50,000, $100,000, $150,000) that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

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

Trip means the period between the effective and expiry date shown on *your* confirmation of insurance.

You, Your, Yourself means the *insured person*.

LIMITATIONS AND RESTRICTIONS

Notification to Assistance Company

The *Assistance Company* must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the *insured* undergoing such surgery, procedure, testing or treatment. It remains *your* responsibility to inform *your* attending *physician* to call the *Assistance Company* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.

In the event of a medical *emergency*, *you* must notify the *Assistance Company* within 24 hours of admission to a hospital and before any surgery is performed.

If *you* fail to do so without reasonable cause, then the *insurer* will pay 80% of the claim payable to a maximum of $25,000. *You* will be responsible for any expenses that are not payable by the *insurer*.

Limitation of Benefits

Once the *insured person* is deemed medically stable to return to their *country of origin* or by virtue of discharge from a medical facility, the *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 this policy.

Inability to Obtain Medical Records

In the event that the *insurer* is unable to obtain medical records from *your country of origin your* medical history will be based on information developed from *your* attending *physician's* report, medical examination or other sources of pertinent information.

Availability and Quality of Care

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

Medical Transfer or Repatriation

The *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any hospital or to transport *you* to Canada or *your country of origin* during an *emergency* for *medical treatment* of *your sickness* or *injury.* If you refuse to be transferred or transported when declared medically fit to travel by the *Assistance Company's* Medical Team, any continuing costs incurred for such *sickness* or *injury* after *your* refusal will not be covered and the payment of such costs becomes your sole responsibility. Coverage for the *sickness* or *injury* ceases upon *your* refusal and no coverage will be provided for that *sickness* or injury for the remainder of the coverage period.

Limitation of Assistance Services

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

GENERAL PROVISIONS

ADMINISTRATION FEES

1. Premium Refunds

The following fees will be deducted from any eligible refund if you cancel your policy for any of the reasons stated.

a) Denial of travel visa prior to the effective date	No Fee
b) Any reason prior to departure (other than a)	$250
c) Prior to expiry to return to Country of Origin	$50
d) Prior to expiry and remaining in Canada	$250

2. Date Changes

A fee of $50 may be applied to any requests for a change of dates, other than a policy extension.

AGGREGATE LIMIT

The total aggregate limit for all losses resulting from any one incident under all travel insurance policies underwritten by the *insurer* is $20,000,000 CAD.

APPLICABLE LAW

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

ARBITRATION

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration process, 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 *insured*. The parties agree that any action will be referred to arbitration.

CURRENCY

All sums payable under this policy are in Canadian currency unless otherwise indicated.

LIMITATION OF ACTIONS

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 or any other applicable legislation.

LIMITATION OF BENEFITS

Once the insured person is deemed medically stable to return to their country of origin or by virtue of discharge from a medical facility, the 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 this policy.

MISREPRESENTATION AND NON-DISCLOSURE

The entire coverage under this policy shall be voidable if the *insurer* determines, whether before or after loss, that the *insured person* has concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or his interest therein, or if the *insured person* refuses to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under this policy. Consequently and following a loss, no claim shall be payable by the *insurer* and the *insured person* shall be solely responsible for all expenses relating to his claim, including medical repatriation costs.

MISSTATEMENT OF AGE

If *your* age has been misstated to the *insurer*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date *you* applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

OTHER INSURANCE

This insurance is a second payor 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 *your country of origin* that are in excess of the amounts for which an *insured person* is insured under such other coverage.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

OVERPAYMENT OF BENEFITS

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

PREMIUM PAYMENT

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are based on *your* age as of the effective date. If the premium paid is insufficient for the coverage selected, the *insurer* will charge and collect any underpayment. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

PROTECTING YOUR PRIVACY

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

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

www.berkleycanada.com/privacy.

REFUNDS

Other than as provided under the 10 Day Right to Examine, if termination of this policy is requested a pro-rata refund will be provided for unused days of coverage provided no claim has been made or will be made, subject to an Administration Fee.

Note: Requests for refunds must be received in writing by *your* broker or sales agent no later than 60 days from the date *you* became eligible and/or covered under a *government health insurance plan*, or the date of *your* early return, or the expiry date of *your* policy. Once *your* broker or sales agent receives satisfactory proof (e.g. airline ticket/boarding pass, customs/immigration stamp), of *your* early return, or proof of the date *you* became eligible and/or covered under a *government health insurance plan*, *your* refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of *your* written request.

A request for a premium refund will be considered only if no claim has been paid or is pending. No refund will be issued if the amount of premium to be reimbursed is less than $20 per policy.

SUBROGATION

If an *insured person* suffers a loss covered under this policy, the *insurer* is granted the right from the *insured person* to take action to enforce all the *insured person*'s rights, powers, privileges, and remedies, to the extent of benefits paid under this 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 the *insured person*, 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 the name of the *insured person*, and the *insured person* will attend at the place of loss to assist in the action, in addition to providing the *insurer* all information, cooperation and assistance as the *insurer* may reasonably require. If the *insured person* institutes a demand or action for a covered loss, the *insured person* shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. The *insured person* 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.

STATUTORY CONDITIONS (GENERAL CONDITIONS IN QUEBEC)

Notwithstanding any other provision herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of accident insurance.

THE CONTRACT

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

WAIVER

The *insurer* is deemed not to have waived any condition of this 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

No statement made by the *insured* or a person insured at the time of application for the contract shall be used in defence of a claim under or to avoid the 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

The *insured* or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

a) give written notice of claim to the *insurer*,
   I. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the *insurer* in the province, or
   II. by delivery thereof to an authorized agent of the *insurer* in the province,

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

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

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

FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if

1. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year after the date of the accident or the date a claim arises under the contract on account of *sickness* or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
2. in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year from the date a court makes the declaration.

INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit 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 money under the contract,

a) the claimant must give the *insurer* an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim is pending, and
b) in the case of death of the person insured the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

WHEN MONEYS PAYABLE

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

ASSISTANCE SERVICES

If *you* require medical treatment during *your trip*, *you* must contact the *Assistance Company* immediately at one of the following numbers:

1-844-879-8379
toll-free from Canada and the USA

1-416-285-1722
collect where available

email: claims@ardentassistance.com

***Emergency* Call Centre** — No matter where *you* are professional assistance personnel are ready to take *your* call 24 hours a day, 7 days a week.

Referrals — The *Assistance Company* can refer you direct you to nearby medical providers (*hospitals*, clinics and *physicians*).

Benefit Information — Explanation of this policy is available to *you* and to the medical providers who are treating the *insured person*.

Medical Consultants — The *Assistance Company's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*.

Direct Billing — Whenever possible, the *Assistance Company* will instruct the *hospital* or clinic to bill the *Assistance Company* directly.

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

The *Assistance Company* must be contacted before *you* seek *medical treatment*. If *your* condition renders *you* unable to do so, then someone else must contact the *Assistance Company* immediately on *your* behalf. It is *your* responsibility to ensure that the *Assistance Company* has been contacted prior to receiving medical treatment or as soon as reasonably possible

CLAIMS

CLAIMS PROCEDURES

The *insured person* is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the *insured person* must submit:

a) a fully completed Claim Form (provided by the *Assistance Company* upon notification of claim);
b) 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;*
c) 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;
d) a copy of *your* airfare ticket and passport confirming travel dates and entry into Canada. For side trips, proof of both departure from and return to Canada. The type of proof depends on whether *you* travelled via airline or car. (for example, copies of airline tickets, itinerary, boarding passes, gas receipts, hotel receipts, meal receipts, toll highway receipts, original duty-free shop receipts.)
e) written proof of claim within 90 days of the date of receipt of services covered under this policy;
f) additional information pertinent to the *insured person*'s claim, as may be required by the *Assistance Company* after receipt of the claim;
g) the unused portion of the *insured person*'s air ticket to the *Assistance Company*, if the Emergency Air Transportation benefit is used.

All pertinent documents should be sent to the *Assistance Company.*
Ardent Assistance Inc.
25 Millard Avenue West
Second Floor
Newmarket, Ontario L3Y 7R6

IDENTIFICATION OF INSURER

Underwritten by:

Berkley Insurance Company
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8

Claims Administered by:

Ardent Assistance Inc.
25 Millard Avenue West
Second Floor
Newmarket, Ontario L3Y 7R6

Please contact Ardent Assistance Inc. for emergency assistance, medical management, coordination of benefits, and to arrange direct billing with a healthcare provider.

1-844-879-8379
toll free from Canada and the USA

+1-416-285-1722
collect where available

Berkley CANADA
a Berkley Company

ARDENT ASSISTANCE