

Starr Insurance & Reinsurance Limited
Toronto, Canada
200 King St W Suite 1200, Toronto, ON., M5H 3T4



DECLARATIONS

Name of Insured: As shown in your confirmation of insurance.

Policy Number: IVTC1000625502B

Certificate Number: As shown in your confirmation of insurance.

Effective Date: 12:01 a.m. on the **Effective Date** as shown in your confirmation of insurance.

Expiry Date: 12:01 a.m. on the **Expiry Date** as shown in your confirmation of insurance.

Eligibility requirements

You are not eligible for coverage under this **Policy** if, at the date you apply for coverage or the **Effective Date** you:

- have been diagnosed by a **Physician** with a **Terminal Illness** for which you are expected to have less than six (6) months to live;
- have been advised by a **Physician** against travel;
- require kidney dialysis;
- have used home oxygen during the 12 months prior to the date of application;
- have been diagnosed with Alzheimer's disease or any other form of dementia;
- have been diagnosed or treated for congestive heart failure;
- have been prescribed or taken Furosemide for any reason in the last 12 months;
- have been prescribed or taken medication or insulin to control your diabetes in the last 12 months;
- have had a heart, kidney, liver or lung transplant; or
- are experiencing new or undiagnosed symptoms and/or know of any reason to seek medical attention.

Table of Maximum Benefits

The maximum amount we will pay for all benefits under this coverage is as shown in your confirmation of insurance. In addition, some of the **Policy** benefits have their own limits of coverage. Those amounts are set out in the Table of Maximum Benefits below.

Benefits per Insured Person	Benefit Maximums (all are in Canadian dollars)
All benefits	Maximum as shown in confirmation of insurance
Prescription Drugs	Maximum 30 day supply
Licensed private duty nurse	\$10,000
Hospital allowance	\$150/day, to a maximum of \$1,500
Chiropractor, chiropractor, osteopath, physiotherapist, podiatrist or acupuncturist services	\$500 per provider
Emergency dental – blow to face	\$3,000
Emergency dental – other than blow to face	\$500
Vehicle return	\$1,000
Accommodation and meals where Expiry Date delayed	\$150/day, maximum of 10 days
Accommodation and meals of visiting Immediate Family Member	\$150/ day, maximum of 10 days
Return of remains	\$10,000
Incidental costs for identification of body	\$300

Deductible Amount

The **Deductible** amount, as shown in your confirmation of insurance, applies per claim.

Automatic Extension of Policy

If you or your **Insured Travel Companion** are **Hospitalized** on the **Expiry Date**, your coverage will be automatically extended for five (5) days, as set out in more detail in, and subject to the conditions of, the **Policy**.



Hano Pak
Chief Agent - Starr Insurance &
Reinsurance Limited Canada Branch



Steve Blakey
President - Starr Insurance & Reinsurance
Limited

POLICY

This Policy is issued by Starr Insurance & Reinsurance Limited (the “Company”) and is administered by Travel Shield (the “Administrator”) on behalf of the Company.

In this Policy “you” and “your” refers to the Insured Person. “We” and “us” refer to the Company.

If you have any questions, you may call the Administrator at 1-855-508-0808.

IMPORTANT NOTICE

Please read your **Policy** carefully as soon as you receive it. If you are not completely satisfied, you may return it to us within ten (10) days and we will refund your premium, provided that you have not made a claim.

A pre-existing exclusion applies to **Medical Conditions** and symptoms that existed prior to your **Trip**.

In the event of an accident, **Injury** or **Sickness**, your prior medical history may be reviewed when a claim is reported.

This policy contains clauses which may limit the amounts payable.

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

You may apply for and purchase this coverage on behalf of a family member not more than 365 days before the **Effective Date**. However, we will review the insured person’s prior medical history in the event of a claim. If any of the questions on the insurance application have been answered incorrectly, we may void this coverage and no benefits will be payable.

This **Policy** cannot be renewed, and is not a renewal of another policy. If you wish to continue your coverage after this **Policy** terminates, you must apply for a new policy.

For the purposes of the *Insurance Companies Act (Canada)*, this Policy was issued in the course of Starr Insurance & Reinsurance Limited’s insurance business in Canada.

EMERGENCY ASSISTANCE

In the event of an Emergency, call Starr Canada Assistance immediately at 1-833-516-3322 (toll-free), or 519-945-0015 (collect) prior to receiving Medical Treatment.

Starr Canada Assistance answers your questions twenty-four (24) hours a day, seven (7) days a week

1. Emergency Call Centre – no matter where you are, professional multilingual assistance personnel are ready to take your call. Please consult your insurance card for emergency numbers.
2. Benefit Information – Explanation of your policy is available to you and to the medical providers who are treating you.
3. Case Management – Our experienced and professional team, available twenty-four (24) hours a day, will monitor the services given in the event of an emergency.

4. Interpretation Service – We can connect you to a foreign language interpreter when required for emergency services.
5. Direct Billing – Whenever possible, we will request the hospital or clinic to bill Starr Canada Assistance directly.
6. Claims Information – we will answer any questions you have about the eligibility of your claim, our standard procedure and the way that your policy benefits are administered.

SECTION 1. **GENERAL PROVISIONS**

1.1 How to Read this Policy

Words and phrases that are in bold and start with a capital letter (except titles) have specific meanings that are set out in the text or defined in the Glossary.

1.2 Effective Date of your Insurance Coverage

Your insurance will take effect on the **Effective Date**.

1.3 Termination Date of your Insurance

Your insurance ends immediately on the earliest of:

- (a) the **Expiry Date**;
- (b) the date you have requested the insurance be cancelled; and
- (c) the date of your death.

SECTION 2. **ELIGIBILITY**

2.1 Eligibility

In order to be eligible for coverage under the **Policy**, in addition to the eligibility conditions set out in the **Declarations**, you must, as of the **Effective Date**:

- be at least fifteen (15) days old; and
- not be insured or eligible for benefits under a **GHIP**. If you become eligible for and insured under a **GHIP** after the **Effective Date** and prior to the **Expiry Date**, the coverage under this **Policy** will apply only to those benefits not provided by the **GHIP**.

Coverage for losses resulting from any **Sickness** will only begin following the **Waiting Period** if you purchase your policy:

- a) After your arrival in Canada; or
- b) After the expiry date of an existing policy issued by the Administrator.

However, we will not pay for any expenses or benefits relating directly or indirectly to any **Sickness** that manifests or exists during the **Waiting Period** even if related expenses are incurred after the **Waiting Period**.

The **Waiting Period** will be waived if this policy is purchased prior to arriving in Canada or prior to the expiry date of an existing Visitors to Canada Travel insurance policy already issued by the Administrator, to take effect on the day following such expiry date provided there is no increase in coverage amount or change in the plan you select. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

SECTION 3. **EMERGENCY MEDICAL AND DENTAL INSURANCE COVERAGE**

3.1 Emergency Medical and Dental Treatment

This **Policy** provides payment for the **Reasonable and Customary Charges** incurred by you for **Emergency Medical Care** and **Emergency Dental Care** occurring during a **Trip** in Canada or during a temporary visit to another country. A temporary visit to your **Country of Residence** is not covered. Such expenses must be in excess of those reimbursable by any insurance policy, whether group or individual, or public or private health plan under which you are entitled to benefits. This **Policy** also covers expenses for medical transport back to your **Country of Residence** in the event of an **Emergency**. The maximum amount we will pay for these expenses is set out in the Table of Maximum Benefits.

A temporary visit to another country must:

- Originate and terminate in Canada within the **Coverage Period**; and
- Not exceed 49% of your covered **Trip's** duration.

3.2 Covered Emergency Medical Expenses

Subject to Section 3.1, we will pay for the following expenses for **Emergency Medical Care**:

- (a) **Physicians' fees**;
- (b) **Hospital** accommodation costs up to the semi-private room rate (or an intensive or coronary care unit where **Medically Necessary**);
- (c) Costs of wheelchair, braces, crutches or other medical appliances;
- (d) Laboratory tests and X-rays prescribed by the attending **Physician**;
- (e) **Prescription Drugs**, to a maximum supply of thirty (30) days;
- (f) Costs of the services of a licensed private duty nurse while you are **Hospitalized**, to a maximum of \$10,000;
- (g) **Medical Treatment** by a chiropodist, chiropractor, osteopath, physiotherapist, podiatrist or acupuncturist, when recommended by a **Physician**, and approved in advance by us, to a maximum of \$500; and

- (h) Costs of one follow-up visit to the **Physician**, where recommended by the **Physician**, provided that such follow-up visit occurs within fourteen (14) days of the initial **Emergency Medical Care**.

3.3 Covered Emergency Dental Expenses

Subject to Section 3.1, we will pay for the following expenses for **Emergency Dental Care**:

- (a) Costs of **Emergency Dental Care** incurred prior to your return to your **Country of Residence** to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face during your **Trip**, to a maximum of \$3,000;
- (b) Costs of **Emergency Dental Care** incurred prior to your return to your **Country of Residence** required due to a cause other than an accidental blow to the face, to a maximum of \$500; and
- (c) **Prescription Drugs** required as a result of (a) or (b), provided that such **Prescription Drugs** are purchased prior to your return to your **Country of Residence** and the costs of such **Prescription Drugs** are included in the limits payable for those benefits.

3.4 Ambulance transportation

Subject to Section 3.1, we will pay for the following expenses:

- (a) **Reasonable and Customary** charges of a local ambulance service to the nearest **Hospital, Physician** or medical service in the event of an **Emergency**, or costs of **Commercial Ground Transportation** fare in lieu of local ground ambulance service where an ambulance is **Medically Necessary** but not available; and
- (b) the costs of an air ambulance to transport you to the nearest **Hospital** or other medical facility, or to a **Hospital** in your **Country of Residence**, where approved in advance by us.

3.5 Emergency Evacuation and Repatriation

Where approved in advance by us, we will pay for:

- (a) up to the cost of a one-way economy airfare to your **Country of Residence**; and
- (b) the fare for additional airline seats to accommodate a stretcher to return you to your **Country of Residence**, if the stretcher is **Medically Necessary**; and
- (c) fees for a qualified medical attendant (other than an **Immediate Family Member**) to accompany you, when recommended by the attending **Physician**. This includes return economy airfare and overnight lodging and meals (where necessary); and
- (d) the cost of a one-way economy airfare to your **Country of Residence** for your **Insured Travel Companion** and any **Dependent Children** travelling with you on your **Trip** and the costs of a round trip economy airfare on a commercial flight for an escort, if the airline requires that the **Dependent Children** be escorted.

3.6 Automatic Extension of Coverage

If you or your **Insured Travel Companion** are **Hospitalized** on the **Expiry Date**, your coverage will be automatically extended for five (5) days after the date you or your **Insured Travel Companion** are discharged from **Hospital**, or until we deem that you or your **Insured Travel Companion** are medically able to travel, whichever is earlier. If you or your **Insured Travel Companion** are unable to travel on the **Expiry Date** as a result of a **Medical Condition** or **Injury** covered by this **Policy**, your coverage will be automatically extended until we deem that you or your **Insured Travel Companion** are medically able to travel and you have returned to your **Country of Residence**. In no event will your coverage be extended for more than three hundred and sixty-five (365) days from your **Expiry Date**.

SECTION 4. **ADDITIONAL BENEFITS**

Subject to the conditions set out below, we will pay the following additional benefits, up to the maximum amount specified for each such benefit.

4.1 Return of Vehicle

If, as a result of an **Emergency** on a **Trip**, you are unable to return your vehicle or your rented vehicle, we will cover the reasonable costs to return the vehicle to your home or the rental agency, up to a maximum of \$1,000.

4.2 Accommodation and Meals

We will pay up to \$150 per day, for a maximum of ten (10) days, to cover your hotel expenses, meals and **Commercial Ground Transportation** fares if you or your **Insured Travel Companion** are delayed beyond your **Expiry Date** because you or your **Insured Travel Companion** are receiving **Emergency Medical Care** or have to relocate to receive appropriate **Emergency Medical Care**.

4.3 Hospital Allowance

We will pay a hospital allowance of up to \$150 per twenty-four (24) hour period to a maximum of \$1,500 for your incidental expenses (telephone, internet and television rental) if you are **Hospitalized** for at least forty-eight (48) hours as a result of an **Emergency**. This benefit will be paid as a lump sum after your release from **Hospital** and upon approval of your claim.

4.4 Bedside Companion

If you are travelling alone on a **Trip** and are **Hospitalized** for more than three (3) days as a result of an **Emergency**, and if recommended by the attending **Physician** and approved by us, we will pay the return economy airfare for an **Immediate Family Member** or close friend to attend your bedside. We will also reimburse reasonable out-of-pocket expenses incurred for commercial accommodation and meals, **Commercial Ground Transportation** and telephone calls by the **Immediate Family Member** or close friend to a maximum of \$150 per day, for a maximum of ten (10) days. We will provide this benefit immediately upon your **Hospitalization** if you are mentally or physically handicapped, or under twenty-six (26) years of age and dependent for support on the visiting **Immediate Family Member**.

4.5 Return of Dependent Children

If you are travelling with your **Dependent Children** on a **Trip** and you are **Hospitalized** for more than twenty-four (24) hours as a result of an **Emergency** or you must return to your **Country of Residence** because of your **Emergency**, and if approved by us, we will pay:

- (a) the cost of a one-way economy airfare for the return of your **Dependent Children** to your **Country of Residence**; and
- (b) the costs of a round trip economy airfare on a commercial flight for an escort, if the airline requires that the **Dependent Children** be escorted.

4.6 Return of Remains

In the event of your death during your **Trip** from an **Emergency** covered by this **Policy**, we will pay up to \$10,000 for:

- (a) the cost for the transport of your remains from the place of death to your **Country of Residence**; or
- (b) the burial or cremation of your remains where the death occurred, including the cost of a coffin or urn.

4.7 Identification of body

If someone is legally required to identify your remains because of your death during your **Trip** from an **Emergency** covered by this **Policy**, we will cover the cost of a round-trip economy airfare via the most cost effective route to transport someone to identify your body. We will also cover meals and accommodation for that person up to a maximum of \$300.

SECTION 5. **GENERAL CONDITIONS, LIMITATIONS AND EXCLUSIONS**

5.1 Conditions

Your coverage is subject to the following conditions:

- (a) All benefits are in Canadian dollars.
- (b) Where not specified, airfares are one-way and economy class.
- (c) The benefits payable under Section 3 and Section 4 are subject to the **Deductible**.
- (d) All benefits under this coverage are in excess of similar insurance benefits payable by another insurer. If you are eligible under more than one (1) insurance plan for benefits which are similar to the benefits for which you are insured under this **Policy**, the total amount paid to you from all sources cannot exceed the actual expenses you incur.
- (e) If we pay your health care provider or reimburse you for covered expenses, we will seek reimbursement from any other medical insurance or reimbursement plan under which you may have coverage.

- (f) If you have any claim or right of action against any third party for expenses or covered losses for which we have paid any benefits under this **Policy**, you shall assign and transfer such claim or right of action to us if we so request. You shall cooperate with us fully in any such claim or right of action, including allowing us to bring an action in your name against the third party.
- (g) In the event that we have paid any amounts on your behalf under this **Policy** and you are found to be ineligible for coverage, or a claim is found to be invalid, or the amount of your benefits are reduced in accordance with the terms of this **Policy**, we have the right to collect from you any amount we have paid on your behalf to any other parties.
- (h) We must approve in advance any surgery or invasive procedure prior to you undergoing such procedure.
- (i) During an **Emergency** (whether prior to admission or during a covered **Hospitalization**), we reserve the right to:
 - (i) transfer you to one (1) of our preferred health care providers; and/or
 - (ii) return you to your **Country of Residence** for the **Medical Treatment** of your **Sickness or Injury**. If you decline the transfer or return when our Medical Director declares you are medically able to travel, we will be released from any liability for expenses incurred for such **Sickness or Injury** after the proposed date of transfer or return.
- (j) We are not responsible for the availability, quality or results of any **Medical Treatment** or transportation, or your failure to obtain **Medical Treatment**.
- (k) Subject to section 3.6, once you are deemed medically able to return to your **Country of Residence** either in the opinion of our Medical Director or because you have been discharged from **Hospital**, your medical **Emergency** is considered to have ended, whereupon you will no longer be eligible for coverage under this **Policy** for any further **Medical Treatment** related to your **Emergency**.

5.2 **Limitations and Exclusions**

We will not pay for any expenses incurred directly or indirectly as a result of:

- (a) A **Sickness** that manifests or exists during the **Waiting Period** even if related expenses are incurred after the **Waiting Period**.
- (b) **Sickness**, death or **Injury** as a result of the abuse of medication, drugs, alcohol or any other toxic substance during your **Trip**. Alcohol abuse includes having a blood alcohol level in excess of eighty (80) milligrams of alcohol per one hundred (100) millilitres of blood. Drug abuse includes, but is not limited to, having a THC level in excess of two (2) nanograms of THC per one (1) milliliter of blood.
- (c) A **Sickness**, **Injury** or related condition during a **Trip** undertaken:
 - (i) with the knowledge that you will require or seek **Medical Treatment** for that **Sickness**, **Injury** or related condition; or

- (ii) for the purpose of obtaining **Medical Treatment**.
- (d) A **Sickness, Injury** or related condition for which:
 - (i) future investigation or **Medical Treatment** (except routine monitoring) is planned before your **Trip**; or
 - (ii) it was reasonable to expect **Medical Treatment** or **Hospitalization** during your **Trip**.
- (e) Any condition for which you had symptoms before your **Departure Date** that would have caused a prudent person to seek diagnosis or **Medical Treatment**, or recurrence or complication of any **Medical Condition** following **Medical Treatment** during your **Trip** where we recommended that you return to your **Country of Residence** and you declined to do so.
- (f) Your routine prenatal care or childbirth at any time during your **Trip**, or complications, conditions or symptoms of pregnancy during the nine (9) weeks prior to or after the expected delivery date.
- (g) Death or **Injury** sustained:
 - (i) while performing as a pilot or crew member of any aircraft;
 - (ii) while participating in any maneuvers or training exercises of the armed forces; or
 - (iii) during your professional participation in any sport or your participation in any motorized or mechanically assisted speed contests.
- (h) **Medical Treatment** or **Emergency** medical benefits in your **Country of Residence**.
- (i) **Medical Treatment**, medication, services or supplies that are not **Medically Necessary** or that you elect to have provided outside your **Country of Residence** when medical evidence indicates that you could return to your **Country of Residence** to receive such treatment.
- (j) **Medical Treatment** that is non-emergent or could reasonably be delayed until your return to your **Country of Residence**.
- (k) **Medical Treatment** received in unlicensed facilities or given by unlicensed health care providers, or given by your **Immediate Family Member** or **Travel Companion**.
- (l) The replacement cost of an existing **Prescription Drug**, whether by reason of loss, 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.
- (m) Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by us prior to being performed, except in extreme circumstances where such surgery is performed as a medical **Emergency** immediately upon admission to **Hospital**.

- (n) Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved in advance by us.
- (o) Services in connection with alternative **Medical Treatments** or general health examinations, regular care of a chronic condition, the continuing care and/or **Medical Treatment** of an acute **Sickness** or **Injury** after the initial medical **Emergency** has ended (as determined by our Medical Director) or a medical consultation where the **Physician** observes no change in a previously noted condition, symptom or problem.
- (p) Medical care or surgery that is cosmetic in nature.
- (q) Cataract surgery or services provided by a naturopath or an optometrist or in a convalescent home, nursing home, rehabilitation centre or health spa.
- (r) Your participation in **High Risk Activities**;
- (s) Air ambulance services unless approved in advance and arranged by us.
- (t) **Injury** resulting from air travel, unless you are a passenger in a commercial aircraft with a seating capacity of six (6) people or more that is licensed to carry passengers for hire.
- (u) Upgrade charges or cancellation penalties for airline tickets, unless approved in advance by us.
- (v) Damage to or loss of sunglasses (non-prescription), contact lenses, or prosthetic teeth or limbs, and resulting prescriptions therefor.
- (w) Noncompliance with prescribed **Medical Treatment** or therapy.
- (x) Suicide (including any attempt thereat) or self-inflicted **Injury**.
- (y) Commission or attempted commission of a criminal, criminal-like, illegal or negligent act by you.
- (z) Expenses for which no charge would normally be made in the absence of insurance.
- (aa) Any **Act of War**.

5.3 Misrepresentation or Fraud

This Policy is void in the case of fraud or attempted fraud by you, or if you conceal or misrepresent any material fact concerning this insurance.

5.4 Pre-Existing Conditions Exclusions

We will not pay for any expenses relating to any **Pre-Existing Condition**.

SECTION 6. **CLAIMS**

6.1 Claim Filing Procedures

In the event of an **Emergency**, call Starr Canada Assistance immediately, prior to receiving **Medical Treatment** at: 1 833 516-3322 toll-free from the USA and Canada or 1 519 945-0015 collect. If you fail to do so without reasonable cause, then we will reduce the benefits payable to you under this **Policy** by twenty percent (20%). You will be responsible for any expenses that are not payable by us.

The ACM TravelAid™ mobile application can also provide you with directions to the nearest medical facility, local emergency telephone numbers (such as 911 in North America), and pre-and post-departure travel tips. To download the mobile application, visit <http://www.active-care.ca/en/travelaid/>

6.2 Payments

We will pay **Hospitals, Physicians** and other medical providers directly, whenever possible. While most medical providers will accept direct payment from us, there are some providers who will require that you pay them directly. In that event, we will reimburse eligible expenses on the basis of **Reasonable and Customary** costs. If you pay eligible expenses directly to a health service provider without prior approval by us, these services will be reimbursed to you on the basis of the **Reasonable and Customary** costs that would have been paid directly to such provider by us. Medical charges that you pay may be higher than this amount, and you will be responsible for any difference between the amount you paid and the **Reasonable and Customary** costs reimbursed by us.

You must repay to us any amounts paid by us on your behalf if we determine that the amount is not payable under this **Policy**.

We will guarantee payments up to the amount provided under this **Policy**, if needed to secure your admission to a **Hospital** when such admission is **Medically Necessary**, subject to the limitations and exclusions set out in this **Policy**.

6.3 Required Documents

You must provide us with the following documents, and any other supporting documents that we request. You are responsible for any costs involved in obtaining and providing such documents:

- (a) original itemized receipts for all bills and invoices;
- (b) proof of payment by you and by any other benefit plan;
- (c) medical records including complete diagnosis by the attending **Physician** or documentation by the **Hospital**, which must support the fact that the **Medical Treatment** was appropriate and consistent with the diagnosis and could not be omitted or delayed until your return to your **Country of Residence** without adversely affecting your condition and quality of medical care;
- (d) proof of the accident if you are submitting a claim for dental expenses resulting from an accident;
- (e) proof of travel; and

- (f) your historical medical records (if we determine they are applicable).

6.4 Claim forms

Upon receipt of a written notice of claim, we will provide the claimant with forms for filing proof of loss. If we do not provide such forms within fifteen (15) days after we have received notice of a claim, the claimant may submit written proof covering the occurrence, the character and the extent of the loss for which the claim is made in order to satisfy the requirement for filing proof of loss. You must submit all claims to us within ninety (90) days from the date of loss.

6.5 When Moneys Payable

We will pay claims within sixty (60) days after we receive sufficient proof of claim. We will not pay any interest on any amounts payable by us.

6.6 Rights of Examination

We have the right to examine you as often as we reasonably require while a claim is pending. In the event of your death, we may require an autopsy, unless prohibited by law.

SECTION 7. **ADDITIONAL PROVISIONS**

7.1 Premium Refunds

If termination of this **Policy** is requested a pro-rata refund will be provided for the period from the requested date of termination to the **Expiry Date**, subject to an administration fee as outlined under section 7.2.

You will not be eligible for any refund in premiums in the event that we have paid any claims under this **Policy** or you have incurred or reported any claims that have not yet been paid.

7.2 Administration Fees

(a) Premium Refunds

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

(i) Denial of travel visa prior to the Effective Date	No Fee
(ii) Any reason prior to departure other than (i)	\$250.00
(iii) Prior to expiry to return to Country of Residence	\$ 50.00
(iv) Prior to expiry and remaining in Canada	\$250.00

(b) Date Changes

A fee of \$50.00 may be applied to any requests for a change of dates, other than a policy extension.

7.3 Currency

All moneys payable under the **Policy** will be paid in Canadian dollars, unless otherwise stated, at the exchange rate that we determine was in effect on the date the claim or expense was incurred.

7.4 Non-Participating

You are not entitled to share in our profits or surplus.

7.5 Governing Law

The relationship between you and us will be subject to the laws of the Canadian province or territory where the **Policy** is issued.

7.6 Conformity with Applicable Law

Any provision of this **Policy** which is in conflict with any federal, provincial, territorial or other applicable law is hereby amended to conform to the minimum requirements of that law.

This insurance provides no coverage and we shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us to any sanctions, prohibition or restriction under any applicable law including but not limited to United Nations resolutions or the trade or economic sanctions, laws or regulations of Canada, the European Union, United Kingdom or United States of America.

7.7 Legal Action

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* (for actions or proceedings governed by the laws at Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for transactions or proceedings governed by the laws of Ontario), or other applicable legislation.

7.8 Statutory Conditions

1. 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.
2. Waiver – The Company shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Company.
3. Copy of Application – The Company shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.
4. 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.
5. Notice and Proof of Claim

- (1) 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 Company
 - (i) by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the Company in the province, or
 - (ii) by delivery of the notice to an authorized agent of the Company in the province,

not later than 30 days after the date a claim arises under the contract on account of an accident or sickness,
 - (b) within 90 days after the date a claim arises under the contract on account of an accident or sickness, furnish to the Company 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 Company, furnish a satisfactory certificate as to the cause or nature of the accident or sickness for which claim is made under the contract and, in the case of sickness, its duration.

Failure to Give Notice and Proof

- (2) Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if
 - (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - (b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.
6. Company to Furnish Forms for Proof of Claim – The Company 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 or sickness giving rise to the claim and of the extent of the loss.

7. Rights of Examination – As a condition precedent to recovery of insurance money under the contract,
- (a) the claimant must give the Company an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim hereunder is pending, and
 - (b) in the case of death of the person insured, the Company may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
8. When Money Payable – All money payable under this contract shall be paid by the Company within 60 days after it has received proof of claim.
9. Limitations of Actions – (Applicable in New Brunswick, Nova Scotia, Newfoundland and PEI only) – An action or proceeding against the Company for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim.

Limitation of Actions – (Applicable in Yukon, NWT and Nunavut only) – An action or proceeding against the Company for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim.

SECTION 8. **GLOSSARY**

All words and phrases that are in bold and have capitalized initial letters (except titles) have special meanings which are as follows:

“**Act(s) of War**” means war, hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

“**Commercial Ground Transportation**” means taxis and ride sharing services including but not limited to Uber or Lyft, or other similar vehicles for hire.

“**Company**” means Starr Insurance & Reinsurance Limited (Canada Branch).

“**Country of Residence**” means the country in which you maintained your primary residence prior to entry into Canada.

“**Coverage Period**” means the period beginning on the Effective Date and ending on the Expiry Date.

“**Declarations**” means the document entitled “Declarations” that sets out the insurance coverage(s) you have purchased under this **Policy**.

“**Deductible**” means the dollar amount for which you are responsible for each claim under Section 3 or Section 4, as set out in the **Declarations**, before any remaining eligible expenses are reimbursed under this **Policy**.

“**Departure Date**” means the date you leave your **Country of Residence** on your **Trip**.

“Dependent Child(ren)” means your natural or adopted child or stepchild, or an infant to whom you are *“in loco parentis”*, and who is:

- (a) under twenty-three (23) years of age, unmarried and dependent upon you for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week on the **Departure Date**;
- (b) under twenty-six (26) years of age and unmarried and in full-time attendance at post-secondary educational institution and dependent upon you for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week on the **Departure Date**; or
- (c) by reason of mental or physical infirmity, incapable of self-sustaining employment.

“Effective Date” means the later of:

- (a) the day following the date your application for coverage under the Policy is approved by us and your premium for the coverage is received by us;
- (b) the Effective Date set out in the **Declarations**; and
- (c) your **Departure Date**.

“Emergency” means an unforeseen event that occurs while you are on a **Trip** and which makes it necessary that you receive **Emergency Medical Care**.

“Emergency Dental Care” means the services or supplies provided by a licensed dentist, **Hospital** or other licensed provider that are immediately and **Medically Necessary**.

“Emergency Medical Care” means the services or supplies provided by the **Physician**, **Hospital** or other licensed provider that are **Medically Necessary** to treat any **Sickness**, **Injury** or other covered condition that is acute and which cannot be reasonably delayed until you return to your **Country of Residence** without endangering your health.

“Experimental or Investigative” means not approved or broadly accepted and recognized by the Canadian medical profession as an effective, appropriate and essential **Medical Treatment** of a **Sickness** or **Injury**, in accordance with Canadian medical standards.

“Expiry Date” means the earlier of:

- (a) the Expiry Date indicated on the **Declarations**, and
- (b) the date and time you arrive in your **Country of Residence**.

“GHIP” means a Canadian provincial government health insurance plan.

“High Risk Activities” means heli-skiing, ski jumping, skydiving, skysurfing, scuba diving (except if you hold a basic SCUBA designation from a certified school or other licensing body or you are accompanied by a dive master or are diving in water not deeper than thirty (30) metres), white water rafting (except grades 1 to 4), street luge, skeleton activity, **Mountain Climbing** or any participation in rodeo activity.

“Hospital” means an establishment which:

- (a) holds a license as a hospital (if licensing is required in the jurisdiction);
- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides twenty-four (24) hour a day nursing service by registered or graduate nurses;
- (d) has a staff of one (1) or more licensed **Physicians** available at all times;
- (e) provides organized facilities for diagnosis, and major medical surgical facilities;
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- (g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

“**Hospitalization**” means you are admitted to a **Hospital** and are receiving **Medical Treatment** on an in-patient basis.

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

“**Injury**” or “**Injuries**” means accidental bodily harm to you unrelated to **Sickness** or any other cause and which occurs during a **Trip**.

“**Insured Person**” means the person named in the **Declarations**.

“**Insured Travel Companion**” means a **Travel Companion** who has also purchased visitors to Canada insurance from us.

“**Medical Condition**” means an irregularity in a person's health which required or requires medical advice, consultation, investigation, treatment, care, service or diagnosis by a **Physician**, and includes complications of pregnancy within the first thirty-one (31) weeks of pregnancy.

“**Medical Declaration**” (where applicable) means the form relating to your medical history which you must fill out correctly at the time of application for insurance and which forms part of your insurance **Policy**.

“**Medical Treatment**” means any procedure which is medical, therapeutic or diagnostic in nature, which is **Medically Necessary** and which is prescribed by a **Physician**. **Medical Treatment** includes **Hospitalization**, investigative testing, surgery, prescription medication or other treatment directly related to the **Sickness, Injury** or symptom.

“**Medically Necessary**” means services or supplies that:

- are appropriate and consistent with the symptoms or diagnosis according to accepted community standards of medical practice,
- are not **Experimental or Investigative**,
- are not solely for your convenience or that of a **Physician** or other provider,

- cannot be delayed until your return to your **Country of Residence**; and
- are delivered in the most cost effective manner possible.

“Mountain Climbing” means the ascent or descent of a mountain requiring the use of specialized equipment.

“Physician” means a medical doctor, other than you or your **Immediate Family Member**, who is licensed to administer **Medical Treatment** and prescribe drugs in the place where he or she provides medical services. Naturopaths, herbalists and homeopaths are not considered to be **Physicians**.

“Policy” means this document, any riders or amendments to this document, the application, any **Medical Declaration(s)** (if applicable), your confirmation of insurance and your **Declarations**, all of which form the entire policy and must be read as a whole.

“Pre-existing Condition” means a **Medical Condition** that existed before your **Effective Date**.

“Prescription Drugs” means a drug or medicine that can only be issued upon the prescription of a **Physician** or licensed dentist and is dispensed by a licensed pharmacist.

“Reasonable and Customary” means the lesser of:

- (a) the usual charge made by **Physicians** or other health care providers for a given service or supply;
- (b) the charge determined to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished; and
- (c) the amount negotiated by us and the health care provider.

“Sickness” means any disease, illness, or infection of an **Insured Person** during a **Trip** that requires **Emergency Medical Care**.

“Spouse” means a person who is under the age of seventy (70) and who is either:

- (a) the person who is legally married to you; or
- (b) if you are not legally married, a person with whom you have cohabited in a conjugal relationship for a continuous period of at least one (1) year.

“Stable” means that all of the following apply to your **Medical Condition**:

- there has been no new symptom;
- any existing symptom has not become more frequent ~~symptom or more severe symptom~~;
- there has been no new **Medical Treatment** or prescribed medication;
- no test findings have shown that the **Medical Condition** may be getting worse;

- there has been no change in **Medical Treatment** or prescribed medication (including the amount, frequency or type of medication, and the frequency or type of **Medical Treatment**); and
- there has been no admission to a **Hospital** or specialty clinic or referral to a specialist, and there has been no testing for which the results have not yet been received.

“**Terminal Illness**” means that you have a medical condition for which a **Physician** has estimated that you have less than six (6) months to live.

“**Travel Companion**” means the person with whom you are sharing travel arrangements and prepaid accommodation (to a maximum of three (3) people) in respect of a **Trip**.

“**Trip**” means travel outside your **Country of Residence** which commences on or after your **Effective Date** and which terminates on or before your **Expiry Date**.

“**Waiting Period**” means the two (2) day period following and including your **Effective Date** if you are age 85 or younger and the fifteen (15) day period following and including your **Effective Date** if you are age 86 or older.