

INSURE CANADA STUDENT POLICY

INTERNATIONAL STUDENTS TO CANADA INSURANCE



Emergency Assistance

In the event of an *emergency* or if you require *medical treatment* you must contact **MSH Assistance™** immediately at:

+1 (800) 203 8508
toll-free from the USA and Canada

+1 (416) 646 3107
collect where available

MSHAssistance@mshassistance.com

It is *your* responsibility to ensure that *MSH Assistance™* 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.

IMPORTANT NOTICE – Please read carefully

- This 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* effective date. 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 may be reviewed when a claim is reported.
- You* are required to notify *MSH Assistance™* prior to *emergency* treatment. *Your* policy benefits may be limited should *you* not contact *MSH Assistance™* before seeking medical treatment.
- 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.

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 *you*, on the effective date, must be:

- at least 15 days old and less than 65 years of age; and
- ineligible for benefits under a *government health insurance plan*; and
- residing in Canada on a temporary basis; and
- one of the following:
 - a student with proof of full-time admission in a recognized Canadian institution of learning; or
 - a student completing post doctorate research in a recognized Canadian institution of learning; or
 - the *spouse* or *dependent child* of the insured student and residing with them on a full-time basis; or
 - the parent, legal guardian, *teacher* or *chaperone* of the insured student.

INSURING AGREEMENT

- In consideration of having paid the required premium in full the *insurer* agrees to pay to a maximum of \$2,000,000 CAD per *insured person* for the *reasonable and customary costs* incurred by *you* for eligible expenses while in Canada or while on a temporary visit to another country (other than *your* country of origin) provided *you* spend at least 51% of the coverage period in Canada. Travel in the United States of America (USA) is limited to 30 days per visit.
- The *insurer* will pay such eligible expenses up to the amount shown in the schedule of fees set by the government plan in *your* province or territory of residence 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.
- Subject to all terms and conditions of the policy, the benefits are payable to maximum of the sum insured insofar as such services are *medically necessary*. Benefit limits are per *insured person*, per period of 12 consecutive months.
- This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
- The *insurer* reserves the right to decline any application or any request for an extension of coverage.
- 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. Effective Date of Coverage

Your insurance under this policy commences on the latest of:

- the date and time *you* apply for and pay for this insurance;
- 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance;
- the date *you* depart *your* country of origin to travel to Canada provided the journey, including any layovers, takes no more than 7 days.

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

Visits to *your* country of origin are permitted, however, coverage will be suspended and expenses will not be covered, nor premiums refunded while in the *insured person's* country of origin, except where travel to the *insured person's* country of origin is expressly taken in order to participate in a school-organized sporting or extra-curricular event. 51% of the coverage period must still be spent in Canada.

2. 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 the 5 days after the effective, 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 International Students to Canada Insurance policy already issued by the *insurer*, to take effect on the day following such expiry date provided no change in plan type. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

3. Expiry Date of Coverage

Your insurance under this policy terminates on the earliest of:

- 11:59 p.m. (local time) on the expiry date indicated on *your* confirmation of insurance;
- the date and time *you* arrive in *your* country of origin with no intention to return to Canada during the coverage period;
- the date *you* exceed 49% of *your* coverage period while visiting another country;
- the date *you* exceed 30 consecutive days in the USA;

4. Extending Your Coverage

If *you* wish to remain in Canada beyond the expiry date of this policy, *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 the age of the *insured* on the effective date of the new policy provided that:

- you* remain eligible for insurance;
- you* have not experienced any changes in *your* health since *your* effective date or departure date;
- the request for the new policy is received prior to the expiry date of *your* coverage.

Note: The minimum premium is \$20 per policy.

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 **\$2,000,000 CAD**, subject to all policy limitations, exclusions and provisions. However, certain expenses, as specified below, are covered only with the prior approval of *MSH Assistance*[™].

1. Hospital Accommodation

- Charges up to the semi-private room rate charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive care or coronary care unit are also covered. If coverage terminates for any reason during the *hospital* stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for *in-patient* stays be covered for a period greater than 365 days per *insured person*.
- Emergency-room fees.
- Emergency* out-patient services provided by a *hospital* when *medically necessary*.

2. Medical Services

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

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 *MSH Assistance*[™].

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*. This benefit is limited to a 30-day (60-day for Premium plan) supply per prescription, except while the *insured person* is *hospitalized*.

5. Dental

When performed by a legally qualified dentist or oral surgeon, *emergency* dental treatment up to \$2,500 (\$4,000 for Enhanced or Premium plans) 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. Treatment must be initiated within 7 days from the time the *emergency* began and be completed no later than 90 days after treatment began and before *your* expiry date.

When performed by a legally qualified dentist or oral surgeon, *emergency* dental treatment up to \$600 for relief of pain caused other than by a blow to the face and including impacted wisdom teeth for which *you* have not previously received treatment or advice.

Treatment must be initiated within 7 days from the time the *emergency* began and be completed no later than 90 days after treatment began and before *your* expiry date

6. Emergency Transportation

- Licensed ambulance services (includes taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*;
- Transportation between *hospitals* when ordered by the attending *physician* for *emergency medical treatment*;
- If, as the result of a covered *emergency*, *your* treating physician or the *MSH Assistance*[™] Medical Team recommends that *you* be returned to Canada or *your country of origin*, the costs incurred for:
 - one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher;
 - 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*;
 - air ambulance if *medically necessary*;

only when approved and arranged by *MSH Assistance*[™].

7. Physical Examination

Up to \$150 for one annual medical examination by a *physician* in any consecutive 12-month period provided a minimum of 9 months of consecutive coverage has been purchased.

8. Eye Examination

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

9. Psychiatric/Psychological

When deemed essential by the attending *physician*, the actual costs for visits to a licensed psychiatrist, psychologist or social worker for the relief of acute symptoms, up to a maximum of \$500 per *insured person*.

10. Repatriation of Remains

In the event of *your* death as a result of covered *accident* or unforeseen *sickness*:

- up to a maximum of \$5,000 (\$10,000 for Enhanced or Premium plans) toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to *your country of origin*; or
- up to \$5,000 for cremation and/or burial at the place of death.

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

11. Accidental Death & Dismemberment:

The *insurer* agrees to pay up to \$10,000 (\$25,000 for Enhanced or Premium plans) for loss of life, limb or sight of an *insured person* resulting directly from accidental *injury* occurring during the coverage period.

Benefits are payable according to the following schedule:

- 100% of sum insured resulting from the same accidental *injury* for loss of:
 - life; or
 - entire sight of both eyes; or
 - both hands; or
 - both feet; or
 - one hand and entire sight of one eye; or
 - one foot and entire sight of one eye.
- 50% of sum insured resulting from the same accidental *injury* for loss of:
 - entire sight of one eye; or
 - one hand; or
 - one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if *you* suffer more than one of these losses.

Exposure and Disappearance

If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:

- as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

12. Common Carrier

The *insurer* agrees to pay up to \$25,000 (\$100,000 for Enhanced or Premium plans) in case of death of an *insured person* as a result of an *injury* sustained during the coverage period while travelling as a fare-paying passenger on a *common carrier*. If the total claims for the same *accident* exceed \$300,000, the *insurer's* liability for that *accident* is limited to \$300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under all policies underwritten by the *insurer*.

The following benefits apply only if *you* have selected and paid for the Enhanced or Premium plan as shown on *your* confirmation of insurance.

13. Private Duty Nurse

When approved in advance by *MSH Assistance*[™] and prescribed by an attending *physician*, 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*. When in lieu of *hospitalization* this benefit is limited to \$5,000.

14. Medical Appliances

When approved in advance by *MSH Assistance*[™], and prescribed by the attending *physician*:

- minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers; and/or
- the temporary rental of a hospital type bed, wheelchair, iron lung or other durable equipment for therapeutic treatment, not exceeding the purchase price.

15. Maternity

In the event of pregnancy of an *insured* commencing during the coverage period the *insurer* will reimburse *reasonable and customary costs* incurred in Canada for *emergency medical treatment* for a maximum period of 6 months following the birth of the child and up to a maximum amount of \$10,000 for Enhanced plan or \$15,000 for the Premium plan for complications arising from such pregnancy and/or childbirth.

This benefit is provided only when coverage has been in force for the entire term of the pregnancy. Costs incurred outside of Canada are not covered.

Spontaneous, or non-induced, pregnancy terminations are covered. Induced terminations are limited to one per coverage period.

Benefit #9 Psychiatric/Psychological is deleted in its entirety and replaced with the following:

16. Psychiatric/Psychological

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

- visits to a licensed psychiatrist, psychologist or social worker for the relief of acute symptoms, up to a maximum of \$1,000 per *insured person*; or
- hospitalization* of the *insured person* due to psychological, mental or emotional disorders, up to a lifetime maximum of \$15,000.

This benefit includes the cost of the initial visit to a *physician*.

17. Trauma Counselling

Up to 6 trauma counselling sessions if *you* suffer a loss under Benefit #11 - Accidental Death & Dismemberment within 90 days from the date of an *accident* which occurred during the coverage period.

18. Corrective Devices

Up to \$1,000 to repair or replace a *corrective device* required by *you* if, during the coverage period, *your* required *corrective device* is stolen and not recovered or suffers a malfunction or defect which renders it unusable. This benefit does not cover defects or malfunctions which are covered by the manufacturer's warranty

The following benefits apply only if *you* have selected and paid for the Premium plan as shown on *your* confirmation of insurance.

19. Sexual Health Consultation

Up to \$100 for elective testing for sexually transmitted diseases (STD) during any consecutive 12-month period provided a minimum of 6 months of consecutive coverage had been purchased.

20. Tutorial Services

If *you* are confined to a *hospital* for a minimum period of 30 consecutive days due to a covered *sickness* or *injury*, the *insurer* will pay up to \$20 per hour to a maximum of \$500, for the expenses incurred for a qualified private tutorial service, provided a minimum of 9 months of consecutive coverage has been purchased and a minimum of 4 months has passed since the inception of the policy.

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 was not *stable* in the **90 days** prior to the effective date.
2. Any medical condition for which, prior to the departure from *your country of origin*, medical evidence suggests a reasonable expectation that treatment or *hospitalization* could be required.
3. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective, plastic or cosmetic surgery or treatment including complications thereof.
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 in the USA, after *you exceed* 30 consecutive days in the USA 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. Expenses incurred as a result of HIV or HIV related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated charges.
8. 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.
9. Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or convalescent or ongoing care.
10. Any *medical treatment* of an acute *sickness* and/or *injury* after the initial *emergency* has ended.
11. Pregnancy, childbirth, miscarriage, voluntary termination of pregnancy or their complications except as provided in Benefit #15– Maternity.
12. Drugs and medications which are:
 - a. commonly available without a prescription, preventative medications or vaccines, acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
 - b. any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs;
 - c. not legally registered and approved in Canada or not medically necessary.
13. 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*.
14. Any *medical treatment* in *your country of origin* or any medical condition for which symptoms were present during a temporary visit to *your country of origin* during the coverage period unless there expressly in order to participate in a school-organized sporting or extra-curricular event.
15. 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 *MSH Assistance*™.
16. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
17. Expenses for any benefit or *medical treatment* that requires prior approval by *MSH Assistance*™ 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*.
18. 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.
19. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
20. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature except as provided in Benefit #9 or #16 - Psychiatric/Psychological.
21. An *insured person's* suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
22. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest sport; 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).
23. Death or injury sustained while operating or learning to operate any aircraft as pilot or crew.
24. Travel to, from or through any country, region or city for which, prior to the effective date or *your departure* date, any department of the Canadian Government has issued a warning to avoid all travel or to avoid non-essential travel if the loss is the result of the reason for which the warning was issued.
25. 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.
26. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
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.
29. *Medical treatment* or services normally covered or reimbursable under any other insurance the *insured person* might have.

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*.

Chaperone means an individual who is temporarily visiting Canada for the purposes of accompanying one or more insured students to monitor their behavior and/or to ensure their safety while they are enrolled at a recognized Canadian institution of learning.

Common Carrier means a public conveyance which is licensed to transport passengers for hire; and is provided and operated for regular passenger service by land, water or air on a regular passenger route with a definite regular schedule of departures and arrivals between established and recognized points of departure and arrival.

Corrective Device means a device that is required by *you* on the advice of a *physician* to compensate for a physical impairment and without which it would be a physical impossibility for *you* to continue *your studies* at the institution of learning in which *you* are enrolled. Includes prosthetic limbs, wheelchairs, seeing-eye dogs and hearing aids but not eyeglasses.

Country of Origin means the country for which the *insured person* holds a passport. Where 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.

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. 21 years of age or less; or
- b. 26 years of age or less 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* to alleviate danger to life or health occurring while on a covered trip, and that such *medical treatment* cannot be delayed until *you return to your country of origin* by the next available means, whether *you intend* to or not. An emergency no longer exists when *you* are deemed medically fit to travel and no further benefits are payable in respect of the medical condition which caused the emergency.

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 certain Lloyd's Underwriters who provide 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*.

15. 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 *MSH Assistance*™.
16. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
17. Expenses for any benefit or *medical treatment* that requires prior approval by *MSH Assistance*™ 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*.
18. 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.
19. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
20. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature except as provided in Benefit #9 or #16 - Psychiatric/Psychological.
21. An *insured person's* suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
22. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest sport; 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).
23. Death or injury sustained while operating or learning to operate any aircraft as pilot or crew.
24. Travel to, from or through any country, region or city for which, prior to the effective date or *your departure* date, any department of the Canadian Government has issued a warning to avoid all travel or to avoid non-essential travel if the loss is the result of the reason for which the warning was issued.
25. 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.
26. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
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.
29. *Medical treatment* or services normally covered or reimbursable under any other insurance the *insured person* might have.

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 their *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.

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

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 or asthma medication.

Teacher means an individual in the education profession who is temporarily visiting Canada for the purpose of accompanying one or more insured students and/or is sponsored by recognized Canadian institution of learning as part of a cultural or similar exchange program.

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.

Terrorism means an ideologically motivated unlawful act or acts including, but not limited, to the use of violence or force or threat of violence or force, committed by or on behalf of any groups(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

LIMITATIONS AND RESTRICTIONS

Notification to MSH Assistance™

MSH Assistance™ 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 MSH Assistance™ 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 MSH Assistance™ prior to receiving any medical treatment and 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.

GENERAL PROVISIONS

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 Canada 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/her 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/her claim, including medical repatriation costs.

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 that are in excess of the amounts for which an *insured person* is insured under such other coverage.

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.

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 upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

WAIVER

The *insurer* is deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*.

COPY OF APPLICATION

The *insurer* shall, 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 person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

NOTICE AND PROOF OF CLAIM

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

Availability and Quality of Care

Neither the *insurer* nor MSH Assistance™ 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 MSH Assistance™ 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.

Limits on Assistance Services

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

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. All payments must be made by credit card. 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, MSH Assistance™ and the *insurer* may collect *your* personal health information held by a third party. This information may be released to employees of MSH Assistance™ and the *insurer* for claims analysis and to better serve *you*.

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

<https://ia.ca/privacy-policy>

REFUNDS

1. If cancellation of *your* policy is requested prior to the effective date, the full premium will be refunded.
2. A pro-rata refund for the unused portion of the premium may be granted if
 - a. the required visa necessary for admission to a recognized Canadian institution of learning has been refused;
 - b. the student permanently leaves the recognized Canadian institution of learning;
 - c. *you* permanently return to *your* country of origin with no intention to return 30 days or more before the expiry date; or
 - d. *you* become eligible for a *government health insurance* plan in *your* province or territory of residence in Canada.

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.

- 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 one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed, or
2. in the case of the death of the *insured person*, 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.

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 where 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 shall afford to the *insurer* an opportunity to examine the person of the *insured person* when and so often as it reasonably requires while the claim is pending; and
- b. in the case of death of the *insured person*, 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 SERVICE

In the event of an *emergency* or if *you* require *medical treatment* you must contact **MSH Assistance™** immediately at:

+1 (800) 203 8508
toll-free from the USA and Canada

+1 (416) 646 3107
collect where available

MSHAssistance@mshassistance.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 — *MSH Assistance™* 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 *MSH Assistance™* 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, *MSH Assistance™* will instruct the *hospital* or clinic to bill *MSH Assistance™* directly.

Claims Information — *MSH Assistance™* 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.

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

CLAIMS

CLAIMS PROCEDURES

Claims must be submitted within 30 days of the first medical expense. 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:

- complete and submit a claim form for each new *sickness* or *injury*;
- submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*;
- provide 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;

- provide proof of the *departure date(s)* and return date(s);
- provide written proof of claim within 90 days of the date of receipt of services covered under this policy;
- provide additional information pertinent to the *insured person's* claim, as may be required by *MSH Assistance™* after receipt of the claim;
- return the unused portion of the *insured person's* air ticket to *MSH Assistance™*, if the Emergency Air Transportation benefit is used.

All pertinent documents should be sent to *MSH Assistance™*.

IDENTIFICATION OF INSURER



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

MSH INTERNATIONAL (CANADA) LTD.,
Suite 602, 150 King St West, Toronto, Ontario,
Canada M5H 1J9

Claims administered by:

MSH Assistance
150 King Street West, Suite 602, PO Box 75
Toronto, Ontario, Canada M5H 1J9



**DANFORTH
INSURANCE**



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