

ENDORSEMENT

This endorsement is attached to and forms part of *your* insurance policy underwritten by Royal & Sun Alliance Insurance Company of Canada.

It is hereby understood and agreed that the terms of *your* policy are amended as follows:

The following wording is added and replaces any wording contained in *your* policy relating to the Limitation Period:

Limitation Periods

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 of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

The following wording is added and replaces any wording contained in *your* policy relating to the Statutory Conditions:

Statutory Conditions

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

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

Notice and Proof of Claim

- 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 insurer:
 - i. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - ii. by delivery of the notice to an authorized agent of the insurer 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 insurer such proof as is reasonably possible in the circumstances of
 - i. the happening of the *accident* or the commencement of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age, and
 - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* 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 after 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.

Insurer to Furnish Forms for Proof of Claim – The insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.

Rights of Examination – As a condition precedent to recovery of insurance money under the contract,

- a) the claimant must give to the insurer 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 insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

When Money Payable – All money payable under the contract shall be paid by the insurer within 60 days after it has received proof of claim.

Limitation of Actions – An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.

In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

Nothing herein contained shall vary, alter, waive or extend any provision or condition of the policy, other than as stated above.

IN THE EVENT OF HOSPITALIZATION, YOU MUST CALL GLOBAL EXCEL MANAGEMENT INC. (HEREINAFTER CALLED GLOBAL EXCEL)

From Canada and U.S., call toll free 1-800-715-8833 From Mexico, call toll free 001-800-514-7798 From anywhere, call collect +1-819-566-8839

Do not assume that someone will contact *Global Excel* on your behalf. It remains your responsibility to ensure that *Global Excel* has been contacted within 48 hours of admission. Failure to do so limits benefits to 80% of eligible expenses (see SECTION VI - LIMITATIONS AND RESTRICTIONS).

10 DAY RIGHT TO EXAMINE – You may cancel this policy within 10 days of receipt of this policy and receive a full refund provided no claim has been made, is pending or is in progress.

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SECTION I

IMPORTANT NOTICE

- Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
- 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 and exclusions.
- Pre-existing medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to your trip. Refer to your policy to determine how these exclusions may affect your coverage and how they relate to your departure date, date of purchase or effective date.
- In the event of an *accident, injury* or *sickness*, your prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.
- 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.
- This policy contains clauses which may limit the amounts payable.

Please read this policy carefully.

SECTION II

DEFINITIONS

Throughout this policy, defined words are in italics.

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

"Child(ren)" means an unmarried natural, adopted or stepchild of the *insured person* or his or her eligible *spouse* who is, at the date of purchase, dependent on the *insured person* or his or her eligible *spouse* for support and is:

- 21 years of age and under; or
- A full-time student who is under 26 years of age; or
- Of any age with a permanent physical impairment or a permanent mental disability.

"Country of Origin" means the country for which you hold a passport. Where you hold more than one passport, the country of origin will be taken to mean the country that you have declared on the application form.

"Elective Treatment" means any treatment that is not *medically necessary*.

"Emergency" means that you require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a temporary trip outside your *province* or *territory of residence* and that such *medical treatment* cannot be delayed until your return to your *province* or *territory of residence*.

"Global Excel" means Global Excel Management Inc. the company appointed by the Insurer to provide medical assistance and claims services.

"Hospital" means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of *sickness* and *injury* in the acute phase, or active treatment of chronic *sickness*; which has facilities for diagnosis, major surgery and inpatient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

"Immediate Family Member" means your mother, father, sibling, *child*, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

"Injury" means an unexpected and unforeseen harm to the body caused by an *accident*, that requires *medical treatment* and that occurs while this coverage is in effect.

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

"Insured Person" means the person who is named as the insured person on the confirmation of insurance for which the appropriate premium has been paid.

"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:

- is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- is not experimental or investigative in nature;
- cannot be omitted without adversely affecting your condition or quality of medical care; and
- cannot be delayed until your return to your *province* or *territory of residence* (while on a temporary visit outside your *province* or *territory of residence*).

"Physician" means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than yourself or an *immediate family member*.

"Principal Insured" means the following person who is not eligible for coverage under a provincial or territorial health insurance plan in Canada:

- an eligible student who has arrived in Canada, who is admitted to, enrolled in and attending a recognized Canadian institution of learning; or
- a student completing post-doctorate research in a recognized Canadian institution of learning.

"Province or Territory of Residence" means the Canadian province or territory where you reside while studying in Canada.

"Reasonable and Customary Costs" means costs that are incurred for eligible 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* or *injury*.

"Sickness" means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

"Spouse" means the person, aged 65 or less, to whom the *principal insured* is legally married or with whom the principal insured has been residing in a conjugal relationship.

"You", "Your", "Yourself" and "Insured" means the *insured person* and, when the appropriate premium has been paid for family coverage as indicated on the confirmation of insurance, his or her eligible *spouse* and/or *children*.

SECTION III

ELIGIBILITY

To be eligible for coverage under this plan:

- The applicant must:
 - be 65 years old or less; and
 - not be eligible for a provincial or territorial health insurance plan in Canada; and
- The applicant must:
 - be a student and provide proof of admission in a recognized Canadian institution of learning; or
 - be a student completing post-doctorate research in a recognized Canadian institution of learning.
- The applicant's *spouse* and *child(ren)* may be covered under this policy if the appropriate premium is paid.

SECTION IV

INSURANCE AGREEMENT

- The Contract – This contract offers coverage to a maximum of \$1 million.** This policy, the application and the confirmation of insurance constitute your contract of insurance. The Insurer reserves the right to decline an application or any request for an extension of coverage. 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.
- Payment of Premium**
 - The Insurer hereby agrees to provide insurance in accordance with the terms and conditions of this policy, provided the required premium is paid at the time of application and the completed application is received. If the premium is insufficient for the period of coverage selected, we will:
 - charge and collect any underpayment; or
 - alter the policy period to coincide with the premium paid.
 - Coverage will be null and void if the premium is not received, if a cheque is not honored for any reason, if credit card charges are invalid or if no proof of your payment exists.
- Effective Date –** Your insurance policy commences on the date shown on the confirmation of insurance provided the premium has been paid.
- Termination Date –** Your insurance policy terminates on the earliest of the following dates:
 - 365 days after the effective date of your insurance as shown on your confirmation of insurance; or
 - 11:59 p.m. (local time) on the expiry date indicated on the confirmation of insurance; or
 - 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment; or
 - the date the *principal insured* permanently leaves the recognized Canadian institution of learning;
 - the date that you become eligible for a provincial or territorial health insurance plan in Canada;
 - the date that you reach age 66;
 - the date you cease to be a *spouse* or a *child* as defined in this policy;
 - the date that coincides with the 15th day of a stay outside your *province* or *territory of residence*, if you are not part of a training program;

- i) the date that coincides with the 91st day of a stay in *your country of origin*, or in another province or country while participating in a training program; or
- j) notwithstanding paragraph i) above, the date that coincides with the 15th day of a stay in the United States, regardless of the purpose of the trip.

However, for paragraphs h), i) and j) above, insurance will be reinstated on the date *you* return to *your province or territory of residence*.

5. **Extensions and Purchase of a New Policy** – Providing *you* remain eligible for insurance (see SECTION III - ELIGIBILITY), a new policy of up to 365 days may be purchased if *you* are extending *your* studies. Extensions of coverage must be purchased prior to the expiry date of *your* existing coverage (see SECTION VII - EXCLUSIONS #1). The Insurer reserves the right to decline an application or any request for an extension of coverage.

A new policy may be purchased after the expiry date of *your* existing policy with us; however a new policy will be issued under the new policy terms, conditions and premium rates in effect. A new effective date for policy exclusions will also apply.

6. Automatic Extension of Coverage

Expenses occurring within Canada

- a) Coverage will be automatically extended up to an overall *hospital* stay duration of 60 days without additional premium if *your hospital* stay is prolonged beyond the period for which insurance has been purchased due to *your* hospitalization for a covered *sickness* or *injury* on the termination date of coverage indicated on *your* confirmation of insurance for the same *sickness* or *injury* for which *you* were initially hospitalized.
- b) Coverage will be automatically extended for up to 72 hours if a late train, boat, bus, plane, or other vehicle in which *you* are a passenger causes *you* to miss *your* scheduled return to *your country of origin*, including by reason of inclement weather or if the vehicle in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown.

Expenses occurring outside Canada

- c) Coverage will be automatically extended up to an overall *hospital* stay duration of 60 days without additional premium if *your hospital* stay outside Canada is prolonged beyond the period for which insurance is provided for travel outside of Canada due to *your* hospitalization for a covered *sickness* or *injury* on the termination date of coverage indicated in SECTION IV - INSURANCE AGREEMENT #4 for the same *sickness* or *injury* for which *you* were initially hospitalized.

- d) Coverage will be automatically extended for up to 72 hours if a late train, boat, bus, plane, or other vehicle in which *you* are a passenger causes *you* to miss *your* scheduled return to Canada, including by reason of inclement weather or if the vehicle in which *you* are travelling is involved in a traffic accident or mechanical breakdown.

Note: All claims incurred must be supported by documented proof of the event resulting in *your* automatic extension. This policy does not cover costs associated with flight changes.

7. Premium Refunds

- a) A pro rata refund for the unused portion of the premium may be granted if:
- the required visa necessary for admission to a recognized Canadian institution of learning has been refused;
 - the *principal insured* permanently leaves the recognized Canadian institution of learning;
 - you* permanently return to *your country of origin*; or
 - you* become eligible for a provincial or territorial health insurance plan in Canada.
- b) A request for a premium refund will be considered only if no claims have been paid or are pending, subject to a \$25 administrative fee.
- c) Requests for refunds must be made in writing to *your* representative within 30 days of *your* policy expiry date. If *your* representative receives satisfactory proof (ex. airline ticket or customs/immigration stamp) of *your* actual return date to *your country of origin* or proof of *your* coverage effective date with the provincial or territorial health insurance plan in Canada, *your* refund will be calculated from that date, and otherwise calculation of such refunds will be based on the postmarked date of *your* written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

8. **Coverage Offered** – This insurance provides payment for the *reasonable and customary* costs incurred by *you* in case of *sickness* or *injury* occurring while in *your province or territory of residence* for the benefits set out in SECTION V and for an *emergency* while on a temporary visit outside *your province or territory of residence*. The Insurer will pay such eligible expenses up to the amount shown in the schedule of fees set by the government health insurance plan in *your province or territory of residence* for non-Canadian residents and only in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the sum insured insofar as such services are *medically necessary*. Benefit limits are per *insured*, per period of 12 consecutive months.

In order to be covered, many benefits listed in this section require the prior approval of *Global Excel*.

1. Hospital Accommodation:

- a) Charges up to the semi-private room rate (or an intensive or coronary care unit where *medically necessary*), up to 60 days per *sickness* or *injury*.
- b) *Emergency* hospitalization for psychiatric treatment up to a maximum of \$10,000;
- c) Medical treatment on an outpatient basis.

2. **Psychiatric Treatment:** The treatment of psychiatric disorders, including *in-patient* and outpatient services, not to exceed a maximum of \$10,000.

3. **Physician Charges:** *Medical treatment* by a *physician*.

4. **Annual Medical Examination:** One annual medical exam and related laboratory tests.

5. **Diagnostic Services:** Laboratory tests and x-rays prescribed by the attending *physician*.

Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.

6. Maternity:

Reasonable and customary costs for physician charges and hospitalization for:

- a) normal childbirth;
- b) caesarian section; or
- c) medical complications related to:
- pregnancy; or
 - childbirth; or
 - involuntary interruption of the pregnancy;

Note: *You* may purchase coverage for the newborn child provided *you* submit a completed application and pay the appropriate premium.

To be eligible for this benefit:

- a) the pregnancy must have begun after the effective date of the policy; and
- b) this insurance must have been in effect for the entire term of the pregnancy;

*If this policy is purchased prior to the expiry date of an existing International Student Health Insurance Policy already issued by RSA to take effect on the day following such expiry date, the *insured* will remain eligible for this benefit provided there has been no lapse in coverage and the pregnancy commenced after the effective date of the first policy.

7. **Eye Examination:** The fees of a licensed optometrist or ophthalmologist for one examination to determine whether purchase or replacement of eyeglasses or contact lenses is required.

8. **Psychologist:** Up to \$500 for outpatient consultations.

9. **Paramedical Services:** Services of a physiotherapist, an osteopath, a chiropractor, a chiroprapist or a podiatrist, including X-rays, to a maximum of \$500 per profession listed.

10. **Prescription Drugs:** Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist up to \$10,000. Drugs, serums and injectables must be purchased within 30 days of prescription and must be prescribed and purchased for use during the coverage period.

Note: To file a claim, *you* must supply original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

11. **Private Duty Nursing:** The professional services of a registered private nurse (other than by an *immediate family member*) provided such services are recommended by a *physician*, up to a maximum of

60 days per *sickness* or *injury*. This benefit is available only as an alternative to hospitalization. The costs must not exceed the daily rate for a public ward stay and the services must be provided in *your* home.

12. **Medical Appliances:** When prescribed by the attending *physician* and approved in advance by *Global Excel*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers, and/or the temporary rental of a wheelchair, due to a covered *sickness* or *injury*. The rental cost must not exceed the purchase price.

13. **Treatment of Dental Accident:** Dental treatment to a maximum of \$1,000 to repair or replace sound natural teeth injured as the result of an accidental blow to the face. Treatment must commence within 30 days of the *accident* and be completed during the coverage period. To file a claim *you* must provide an *accident* report from the *physician* or dentist.

14. **Emergency Treatment Outside the Province:** When recommended by a *physician*, *reasonable and customary* costs for immediate *medical treatment* of an *emergency* while travelling outside *your province or territory of residence*.

Coverage is limited to one *emergency* per diagnosis and related conditions.

(Refer to SECTION IV - INSURANCE AGREEMENT #4, for limitations on length of stay);

15. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service to the nearest *hospital*.

16. **Emergency Air Transportation:** When approved and arranged in advance by *Global Excel* (see SECTION VI - LIMITATIONS AND RESTRICTIONS #6 and #7):

- a) air ambulance to the nearest appropriate medical facility, to a Canadian *hospital* or to *your country of origin* for *medical treatment*;
- b) transport on a licensed airline with an attendant (when required) for *emergency* return to *your province, territory of residence or country of origin* for immediate medical attention;
- c) the fare for additional airline seats to accommodate a stretcher to return *you* to *your province, territory of residence or country of origin*; or
- d) up to the cost of a one-way economy airfare to *your province, territory of residence or country of origin*.

17. **Preparation and Return of Remains:** In the event of death, up to a maximum benefit of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured* to his/her *country of origin*; or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the *insured*. The cost of the casket or urn is not covered by this benefit.

18. **Accidental Death:** Maximum benefit \$10,000. The benefit for loss of life is payable to *your* estate unless a beneficiary is designated in writing to *Global Excel* or the Insurer. This benefit is payable only in case of death of the *insured* as the result of an *accident* occurring during the coverage period.

19. **Accidental Dismemberment or Total Permanent Loss of Use:** The total benefits payable for one or more *injury* under this benefit shall not exceed \$10,000. If an *injury* causes loss of limb or sight within 100 days following the date of the *accident*, benefits will be paid to *you* as follows:

| | |
|---|----------|
| Loss of both hands or both feet..... | \$10,000 |
| Loss of sight in both eyes (complete loss) | \$10,000 |
| Loss of one hand or one foot and sight in one eye (complete loss) | \$10,000 |
| Loss of one arm or one leg..... | \$7,500 |
| Loss of one hand or one foot..... | \$5,000 |
| Loss of sight in one eye (complete loss) | \$1,500 |
| Loss of thumb or index finger | \$1,000 |

Loss in reference to dismemberment means the actual severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple medical treatment or corrective lenses.

SECTION VI

LIMITATIONS AND RESTRICTIONS

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment:** *Global Excel* 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 *Global Excel* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
2. **Failure to Notify *Global Excel*** – Failure to notify *Global Excel* within 48 hours of *your* admission to *hospital* limits benefits to 80% of all eligible expenses incurred. Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted within 48 hours of admission. If it is not reasonably possible for *you* to contact *Global Excel* due to the nature of *your* medical *emergency*, *you* must have someone else call on *your* behalf. *You* will be responsible for payment of any remaining charges.
3. **Benefits Limited to Reasonable and Customary Costs** – If *you* pay eligible expenses directly to a health service provider, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to the provider by the Insurer. Medical charges *you* pay may be higher than this amount, therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary costs* reimbursed by the Insurer.
4. **Benefits Limited to Incurred Expenses** – If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this policy or another policy issued by the Insurer, the maximum *you* are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to *you* from all sources cannot exceed the actual expense *you* incur.
5. **Availability and Quality of Care** – The Insurer or *Global Excel* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment* while this coverage is in effect.
6. **Transfer or Medical Repatriation** (while on a temporary trip outside *your province or territory of residence*) During an *emergency* (whether prior to admission, during a covered hospitalization or after *your* release from the *hospital*), the Insurer reserves the right to:
 - a) transfer *you* to one of its preferred health care providers; and/or
 - b) return *you* to *your province or territory of residence or country of origin*, for the *medical treatment* of *your sickness or injury* without danger to *your* life or health.
 If *you* choose to decline the transfer or return when declared medically stable by the Insurer, the Insurer will be released from any liability for expenses incurred for such *sickness or injury* after the proposed date of transfer or return. *Global Excel* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.
7. **Repatriation in the event *your* medical condition requires complex, continuous and prolonged care** The Insurer will reimburse the *reasonable and customary costs* to return *you* to *your country of origin* if *your* medical condition requires complex, continuous and prolonged care due to an eligible *injury or sickness* during the policy period. If *you* refuse the decision of the Insurer to repatriate *you* back to *your country of origin*, the Insurer will be released from any liability for expenses incurred for such *injury or sickness* after the proposed date of repatriation.
8. **Sanctions** – The insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the insurer intends to adhere to the same standard.

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

SECTION VII

EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. *Sickness or injury* that is confining *you* to *hospital* or that is under active treatment on the effective date of the policy. This exclusion will be waived if this policy is purchased prior to the expiry date of an existing International Student Health Insurance Policy already issued by RSA to take effect on the day following such expiry date.
2. *Sickness* that occurs during the first 30 days following the effective date of insurance, if application for insurance is made and paid more than 30 days after *you* become eligible for insurance under this plan (see SECTION III - ELIGIBILITY).
3. *Sickness or injury* for which in the 90 days prior to the effective date:
 - a) symptoms appeared;
 - b) *you* sought the attention of a *physician*;
 - c) *you* were diagnosed or treated; or
 - d) medication was prescribed or altered.
 However, this exclusion does not apply to asthma, diabetes or epilepsy.

This exclusion will be waived if this policy is purchased prior to the expiry date of an existing International Student Health Insurance policy already issued by RSA to take effect on the day following such expiry date.
4. Chemotherapy and radiotherapy treatment unless approved in advance by *Global Excel*.
5. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
6. Flight accident (unless *you* are travelling as a fare-paying passenger on a commercial airline).
7. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or email.
8. Acupuncture, massage therapy, *elective treatment* or surgery, cosmetic or plastic surgery, whether or not for psychological reasons, unless required as the result of *injury* incurred while this policy is in force.
9. Dental treatment, oral surgery or any related procedures, except as otherwise specified under the “Treatment of Dental Accident” benefit (see SECTION V – Benefit # 13).
10. Pregnancy, childbirth, miscarriage, voluntary termination of pregnancy and any complications thereof, except as specified under the “Maternity” benefit (see SECTION V – Benefit # 6).
11. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
12. Committing or attempting to commit an illegal act or a criminal act.
13. Suicide (including any attempt thereat) or self-inflicted *injury*.
14. Medication, drugs or toxic substance abuse or overdose; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.
15. Drugs:
 - a) the purchase of drugs and medication (including vitamins) which are commonly available without a prescription, which are not legally registered and approved in Canada, or which are not *medically necessary*;
 - b) preventive medicines or vaccines;
 - c) acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
 - d) all types of contraceptives, pregnancy tests, fertility drugs or testing or drugs for the treatment of erectile dysfunction;
 - e) pharmaceutical products and drugs covered by another organization.
16. Participation:
 - a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one’s main paid occupation);
 - b) in any motorized race or motorized speed contest;
 - c) in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event
17. Renal dialysis or any type of organ transplants.
18. Rehabilitation and convalescent homes or holidays for recuperative purposes.
19. Non-compliance with any prescribed medical therapy or *medical treatment* (as determined by the Insurer) or failure to carry out a *physician’s* instructions.
20. Treatment or surgery during *your* stay when *your* visit is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such visit is taken on the advice of a *physician* or surgeon.
21. *Emergency* air transportation unless approved and arranged in advance by *Global Excel*.
22. Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic tests or charge.
23. Any *sickness, injury* or medical condition *you* suffer or contract, or any loss *you* incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before *your* departure date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after *your* departure date, *your* coverage under this policy in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for *you* to safely evacuate the country, region or area.
24. Any administrative fees or charges above those specified in this policy.
25. Self exposure to exceptional risk, hazardous pursuits or occupations.

SECTION VIII

INTERNATIONAL ASSISTANCE SERVICES

Global Excel answers *your* questions 24 hours a day, 7 days a week.

1. **Emergency Call Centre** – No matter where *you* are, professional assistance personnel are ready to take *your* call. From Canada and the U.S., call toll free 1-800-715-8833; from Mexico, call toll free 001-800-514-7798; from anywhere, call collect +1-819-566-8839.
2. **Benefit Information** – Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.
3. **Case Management** – *Global Excel’s* experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*.
4. **Interpretation Service** – *Global Excel* can connect *you* to a foreign language interpreter when required for *emergency* services.
5. **Direct Billing** – Whenever possible, *Global Excel* will instruct the *hospital* or clinic to bill them directly.
6. **Claims Information** – *Global Excel* will answer any questions *you* have about the eligibility of *your* claim, the standard verification procedures and the way that *your* policy benefits are administered.

1. **You are responsible for providing all the documents outlined below and for any charges levied for these documents.**

- Any notice of claim or correspondence concerning a claim must include *your* policy number, the patient's name and date of birth.
- Submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, the date(s) and type of treatment, and the name of the medical facility and/or *physician*. Only original bills will be considered for payment. Photocopies, facsimile transmissions or carbon copies are not acceptable.
- Receipts for prescription drugs must indicate the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and the total cost.
- If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim.

Please refer to Notice and Proof of Claim of SECTION XI - STATUTORY CONDITIONS.

2. **Payment of Benefits**

All payments under this policy are payable to *you* or on *your* behalf. Benefits for loss of life are paid to *your* estate unless a beneficiary is designated in writing to *Global Excel* or the Insurer. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. No sum payable shall bear interest.

3. **Send all pertinent documents to:**

Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec
J1M 0C9



Phone numbers: 1-800-336-9224 (toll free) or collect 819-566-8698

Website: www.globalexcel.com

- Subrogation** – If *you* suffer a loss covered under this policy, the Insurer is granted the right from *you* to take action to enforce all *your* rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.
- Other Insurance** – This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your country of origin* that are in excess of the amounts for which *you* are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment-related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.
- Misrepresentation and Non-disclosure** – The entire coverage under this policy shall be void if the Insurer determines whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

- 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.
- Limitation Periods** – 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 of British Columbia, Alberta and Manitoba), the Limitations Act 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
- Important Notice About Your Personal Information** – Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from *your* agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services. Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, insureds or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an insured may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

- The Contract** – The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- Waiver** – The insurer 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 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 a *person insured* at the time of application for this contract shall be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
- Notice and Proof of Claim**
 - The *insured* or a *person insured*, or a beneficiary entitled to make a claim, or the agent of any of them, shall
 - give written notice of claim to the insurer:
 - by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
 - by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an accident or sickness;
 - 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
 - the happening of the accident or the commencement of the *sickness*,
 - the loss caused by the *accident* or *sickness*,
 - the right of the claimant to receive payment,
 - the claimant's age, and
 - if relevant, the beneficiary's age, and
 - if so required by the insurer, 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 of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if:
 - the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after 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
 - 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.
- Insurer to Furnish Forms for Proof of Claim** – The insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* 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,
 - the claimant must give to the insurer 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
 - in the case of death of the *person insured*, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
- When Money Payable** – All money payable under the contract shall be paid by the insurer within 60 days after it has received proof of claim.
- Limitation of Actions** – An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim. In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

International Student Health Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.