

IN THE EVENT OF HOSPITALIZATION:

You must call Global Excel Management Inc. (hereinafter called "Global Excel") within 48 hours of admission:

- From Canada and U.S., call TOLL FREE 1-800-336-9224
- From anywhere, call COLLECT +819-566-8698

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 purchase and receive a full refund provided no claim has been made, is pending or is in progress.

SECTION I – IMPORTANT NOTICES

- 1. Throughout this policy, words in italics have a specific meaning and are defined in Section II Definitions.
- 2. 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.
- 3. A pre-existing medical condition exclusion applies to medical conditions and/or symptoms that existed prior to *your* stay in Canada. Check to see how this applies in this policy and how it relates to *your* effective date.
- 4. In the event of an *accident*, *injury* or *sickness*, *your* prior medical history will be reviewed after a claim has been reported.
- 5. All amounts are in Canadian currency, unless indicated otherwise.
- 6. 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.
- 7. 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*.

Common Carrier means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

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.

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.

Dependent(s) means

- a) a spouse, aged 65 or less, who is legally married to a covered *student* or who has been residing with a covered *student* in a conjugal relationship for at least the last 12 months; or
- b) an unmarried child who is a dependent of a covered student and who is between 15 days and 22 years of age, or is a full-time student who is under 26 years of age at the time of purchase and is residing with a covered student in Canada; or
- c) a child of any age, if the child has a permanent physical impairment or a permanent mental deficiency on the date of purchase and who is a dependent of the covered *student*.

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 in Canada or while on a temporary trip outside Canada and that such *medical treatment* cannot be delayed until *your* return to *your country of origin*.

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 in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

Immediate Family Member means *your* mother, father, sibling, child, spouse, legal guardian, 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 immediate *medical treatment* and that occurs while this coverage is in effect.

Insured Person means the *student* 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:

- 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 *your* condition or quality of medical care; and
- d) cannot be delayed until your return to your country of origin.

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*.

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*.

Stable means any medical condition for which all the following statements are true:

- a) There has been no new diagnosis, treatment or prescribed medication;
- b) There has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type.
- c) There have been no new symptoms, more frequent symptoms or more severe symptoms;
- d) There have been no test results showing deterioration;
- e) There has been no hospitalization or referral to a specialist (made or recommended) and you are not awaiting results of further investigations for that medical condition.

Student means:

- a) an eligible student who has arrived in Canada, who is admitted to and enrolled in a minimum of 60% of the usual course requirements for the program in which they are registered, and attending a recognized Canadian institution of learning; or
- b) a student completing post-doctorate research in a recognized Canadian institution of learning.

Treated means that *you* have been hospitalized, have been prescribed medication (including prescribed as needed), have taken or are currently taking medication, or have undergone a medical or surgical procedure.

You, Your, Yourself and Insured means the *insured person* and, when the appropriate premium has been paid, as indicated on the confirmation of insurance, his or her eligible *dependents*.

SECTION III – ELIGIBILITY

- 1. The applicant must:
 - a) be 15 days of age or over and 65 years old or less;
 - b) be a student or dependent of the covered student (see Section II – Definitions);
 - c) not be eligible for a provincial or territorial government health insurance plan in Canada; and
 - d) know of no reason to seek medical attention at the time of purchase.

Note: Each *student* and *dependent* must apply individually and will be covered under separate policies provided the appropriate premiums have been paid.

SECTION IV – INSURANCE AGREEMENT

 The Contract — This contract offers coverage to a maximum of \$2 million CAD per *insured* per period of 365 consecutive days. 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 a new policy.

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.

2. Payment of Premium

a) The required premium is due and payable at the time of application and will be determined based on the policy duration and *your* status as a *student* or *dependent* according to the schedule of premium rates then in effect. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies.

If the premium is insufficient for the period of coverage selected, we will:

- i) charge and collect any underpayment; or
- ii) alter the policy period to coincide with the premium paid.
- b) 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.
- 3. Effective Date Your insurance policy commences the latest of:
 - a) the date *you* apply for and pay for this insurance as shown on *your* confirmation of insurance; or
 - b) the specific time and date of *your* arrival in Canada. Proof of *your* date of arrival may be required; and
 - c) for the Air Flight/Common Carrier Accident Benefit only (benefit # 20): the date and time you board the airplane in your country of origin to fly to Canada, provided this policy has been purchased before your departure from your country of origin.

Waiting Period — A waiting period will apply if *you* purchase this coverage after *your* arrival in Canada. (see Section VII – Exclusions, #2)

Exception: The waiting period will be waived if this policy is purchased on or prior to the expiry date of an existing International Student Emergency Medical Travel Insurance policy already issued by the Insurer, to take effect on the day following such expiry date. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

- 5. **Expiry Date** Coverage under this policy terminates on the earliest of:
 - a) 11:59 p.m. (local time) on the expiry date indicated on the confirmation of insurance; or
 - b) 11:59 p.m. (local time) on the date calculated by the Insurer, due to an incorrect premium payment; or
 - c) 365 days after the effective date of *your* insurance as shown on *your* confirmation of insurance; or
 - d) for *student* or *dependent* coverage, the date the covered *student* permanently leaves the recognized Canadian institution of learning; or
 - e) the date *you* become eligible for a provincial or territorial government health insurance plan in Canada; or
 - f) the date you reach age 66; or
 - g) the date that coincides with the 31st day of a stay in the United States (coverage ceases and resumes when *you* return to Canada provided *you* are still eligible for coverage, premium will not be refunded or reissued); or
 - h) the date and time *you* arrive in *your country of origin* following an uninterrupted trip with no intention to return to Canada during the policy period; or
 - the date and time *you* arrive in *your* country of origin for a temporary return to *your* country of origin with the intention of returning to Canada during the policy period (coverage ceases and resumes when *you* return to Canada provided *you* are still eligible for coverage, premium will not be refunded or reissued); or
 - j) the date you cease to be a student or dependent of a student as defined in this policy; or
 - k) the date when *you* exceed 49% of *your* policy period while visiting another country.
- Automatic Extension of Coverage Coverage will be extended automatically without additional premium for up to 72 hours if *your* stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:
 - a) you are hospitalized due to an emergency on the expiry date indicated on your confirmation of insurance. Your coverage will remain in force as long as you are hospitalized to a maximum of one year, and the 72-hour extension will commence upon release from hospital;
 - 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;
 - c) the vehicle in which *you* are travelling is involved in a traffic accident or mechanical breakdown that prevents *you* from returning to *your country of origin*;

d) you must delay your scheduled return to your country of origin because you are not deemed medically stable to travel by the Insurer.

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

- 7. Purchase of a New Policy 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 minimum premium is \$25 per policy. 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:
 - a) you remain eligible for insurance;
 - b) *you* have not experienced any changes in *your* health since *your* effective date or departure date;
 - c) the request for the new policy is received prior to the expiry date of *your* coverage;
 - d) the required premium is charged to *your* credit card.

8. Premium Refunds

- a) If cancellation of *your* policy is requested prior to the effective date of *your* policy, the full amount of premium paid may be refunded.
- b) 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;
 - ii) the *student* permanently leaves the recognized Canadian institution of learning;
 - iii) you permanently return to your country of origin; or
 - iv) *you* become eligible for a provincial or territorial government health insurance plan *in your province or territory of residence*.
- c) A request for a premium refund will be considered only if no claim has been paid or is pending, subject to a \$25 administrative fee.
- d) Requests for refunds must be made in writing to your representative. If your representative receives satisfactory proof (ex. airline ticket or customs/ immigration stamp) of your actual return date to your country of origin, 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.
- 9. Coverage Offered within Canada This insurance provides coverage for the *reasonable and customary costs* incurred by *you* in case of an *emergency* occurring while in Canada for the benefits set out in SECTION V, until the initial *emergency* is resolved, and the condition is stabilized. Exception: Benefits # 21, 22, 23, 24, 25 are payable insofar as they are *medically necessary*, rather than as the result of an *emergency*.
- 10. **Coverage Offered outside Canada** This insurance provides payment for the *reasonable and customary costs* incurred by *you* in case of an *emergency* occurring while on a temporary visit outside of Canada for

the benefits set out in SECTION V, until the initial *emergency* is resolved, and the condition is stabilized, provided at least 51% of the period of coverage is spent in Canada. Temporary trips to the United States are limited to 30 days per visit. Stays in *your country of origin* are covered only if *you* are participating in a sporting event or an extra-curricular event organized by the school.

- 11. The Insurer will pay such eligible expenses up to the amount shown in the schedule of fees for non-Canadian residents set by the government health insurance plan in the province or territory where *you* receive *medical treatment* and only in excess of those reimbursable by any other insurance contract or health plan (group, individual or government) under which *you* are entitled to benefit.
- 12. 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 365 consecutive days.

SECTION V – BENEFITS

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. Physician Charges: Medical treatment by a physician.
- 3. **Psychiatrist:** Up to \$1,000 for outpatient consultations.
- 4. **Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*. **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*.
- 5. **Trauma Counselling:** If *you* require trauma counselling within 90 days from the date of an *emergency* which occurred during the coverage period, *reasonable and customary costs* will be covered up to a maximum of 6 counselling sessions.
- 6. **Paramedical Services:** Speech therapist, physiotherapist, osteopath, naturopath, acupuncturist, chiropractor, chiropodist or podiatrist, including X-rays, to a maximum of \$500 per profession listed.
- 7. Prescription Drugs: Drugs, serums and injectibles that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. This benefit does not cover drugs, serums and injectibles needed to stabilize a chronic condition or a medical condition which *you* had before *your* departure from *your country of origin*. This benefit is limited to a 30-day supply per prescription, unless *you* are hospitalized.

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*.

- 8. **Private Duty Nursing:** The professional services of a private registered nurse (other than an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* and while hospitalized, to a maximum of \$10,000, when approved in advance by *Global Excel*.
- Medical Appliances: When approved in advance by Global Excel, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician* and required due to a covered *emergency*.

When required as the result of a covered *sickness* or *injury* for which *you* have been hospitalized, up to \$200 for prescription glasses or contact lenses or up to \$300 for hearing aids.

10. **Treatment of Dental Accident:** Dental treatment to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face (excluding root canal treatment, crowns and dental conditions for which *you* previously received treatment or advice), to a maximum of \$4,000, provided *you* consult a *physician* or dentist within 48 hours of the *injury*. Treatment must take place within 90 days of the *accident* and before returning to *your country of origin. Accident* or *injury* due to placing an object to or in the mouth is not payable.

Note: To file a claim *you* must provide an *accident* report from the *physician* or dentist.

- 11. *Emergency* Relief of Dental Pain: When a minimum of 180-day policy has been purchased, up to \$600 for *emergency* relief of dental pain. This benefit excludes crowns and root canal.
- 12. **Impacted Wisdom Tooth:** Up to \$100 per tooth to extract impacted wisdom teeth Treatment relating to any dental claim must begin while coverage is in effect and must be completed prior to *your* return to *your country of origin.*
- 13. **Ambulance Services:** When reasonable and *medically necessary*, licensed ground ambulance service to the nearest *hospital*.
- 14. *Emergency* Air Transportation: When approved and arranged in advance by *Global Excel* (see SECTION VI Limitations and Restrictions, #7):
 - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for *medical treatment*,
 - b) transport on a licensed airline with an attendant (where required) for *emergency* return to *your province or territory of residence* for immediate medical attention;
 - c) the fare for additional airline seats to accommodate a stretcher to return you to your province or territory of residence; or
 - d) up to the cost of a one-way economy airfare to *your* province or *territory of residence*.
- 15. Family Transportation and Subsistence Allowance: When approved in advance by *Global Excel*, if *you* sustain loss of life or are hospitalized for at least seven consecutive days, coverage will be provided for one *immediate family member* to be with *you*

while *you* are hospitalized or to identify *your* body in the event of *your* death, up to \$5,000 for the cost of a single round-trip economy airfare and for the cost of meals and commercial accommodation (original receipts are required). A limit of \$150 per day up to a maximum of \$1,500 applies on the cost of meals and commercial accommodation. *You* will be required to provide certification from the attending *physician* that the situation was serious enough to warrant the visit. This benefit is not covered for an *immediate family member* who is within 500 kilometers of *your hospital* location while outside *your country of origin*. This benefit is not available while travelling in *your country of origin*.

- 16. Return to your Country of Origin: In the event of an emergency which necessitates your return to your country of origin for medical treatment, the Insurer will reimburse the actual extra cost of a one-way economy airfare by the most direct route, to return you to your country of origin, to a maximum of \$5,000. Prior approval from Global Excel is required (see SECTION VI - Limitations and Restrictions, #8).
- 17. **Preparation and Return of Remains:** In the event of death, up to a maximum of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured* to the *country of origin*; or up to a maximum of \$5,000 for cremation and/ or burial at the place of death of the *insured*. The cost of casket or urn is not covered under this benefit.
- 18. Accidental Death: Maximum benefit \$15,000. 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 the 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:

Maximum benefit \$15,000. 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 \$15,000
- Loss of sight in both eyes (complete loss). . \$15,000
- Loss of one hand or one foot and sight in one eye
- (complete loss)..... \$15,000
- Loss of one arm or one leg \$10,000
- Loss of sight in one eye (complete loss) . . . \$2,500

- Loss of thumb or index finger \$2,000 Loss in reference to dismemberment means the actual, complete 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.

20. Air Flight/Common Carrier Accident: Maximum of \$100,000 in case of death as a result of an accident sustained during the period of coverage while riding as a fare-paying passenger on a commercial airline, or while boarding or disembarking from a common carrier. This benefit cannot be combined with the "Accidental Death" benefit.

If the total claims for the same *accident* exceed \$600,000, the Insurer's liability for that *accident* is limited to \$600,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under

an International Student Emergency Medical Travel Insurance policy underwritten by the Insurer.

The following benefits are payable when they are *medically necessary*; no *emergency* is required.

- 21. **Annual Medical Examination:** When a minimum of a 180-day policy has been purchased, up to \$100 for one annual examination and associated laboratory tests by a *physician*, in Canada, and up to \$100 for one consultation for the prescription of the 'morning after pill' are payable.
- 22. **Maternity:** Up to \$1,000 for medical and/or diagnostic services relating to pregnancy or complications thereof (excluding childbirth and voluntary termination of pregnancy) provided that the pregnancy commenced after the effective date. No benefits are payable if expenses occur in the nine weeks before or after the expected delivery date or outside Canada.

Note: Newborns are not covered under this policy. However, when the newborn reaches 15 days of age, a legal guardian may apply for insurance on behalf of the *child* by completing and submitting an application and paying the appropriate premium. Contact *your* representative for further information.

- 23. **Eye Examination:** When a minimum of a 180-day policy has been purchased, up to \$100 for one examination by a licensed optometrist or ophthalmologist, in Canada, to determine whether purchase or replacement of eyeglasses or contact lenses is required.
- 24. **Psychologist:** Up to \$500 for outpatient consultations.
- 25. Accessibility Corrective Device Defect, Malfunction and Theft Protection: If, while this policy is in effect, a corrective device required by you is stolen and not recovered, or suffers a malfunction or defect which renders your required corrective device unusable, up to \$1,000 to replace or repair your corrective device. This benefit does not cover defects or malfunctions which are covered by the manufacturer's warranty.

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 *you* 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 You must contact Global Excel prior to seeking medical treatment. Do not assume that someone will contact Global Excel on your behalf. It remains your responsibility to ensure that Global Excel has been contacted prior to seeking treatment. 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 or you must call as soon as medically possible. Failure to do so limits the benefits payable to:
 - a) in the event of *hospitalization*, 80% of eligible expenses incurred and
 - b) in the event of an outpatient consultation, a maximum of one visit per *sickness* or *injury*.

You will be responsible for payment of any remaining charges.

- Limitation of Benefits Once you are deemed medically stable either in the opinion of the Insurer or by virtue of discharge from hospital, your emergency is considered 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.
- 4. 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.
- 5. 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.
- Availability and Quality of Care The Insurer and 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
- Transfer or Medical Repatriation (while on a temporary trip outside of Canada) — 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 our preferred health care providers, and/or
 - b) return you to your province or territory of residence or your 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*.

- 8. Repatriation to your Country of Origin The Insurer reserves the right to arrange transportation to return you to your country of origin during an emergency (whether prior to admission, during a covered hospitalization or after your release from the hospital). If you decline to return when declared medically fit to travel by the Insurer, the Insurer will not pay for any continuing expenses, recurrence or complications arising from or directly or indirectly related thereto.
- 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. Any *sickness, injury* or medical condition which was not *stable* at any time during the 90 days prior to the effective date of the policy.
- a) any sickness or symptoms which manifested or were contracted or treated within 48 hours following the effective date of this policy, when this policy is purchased within 30 days after *your* arrival in Canada; or
 - any *sickness* or symptoms which manifested or were contracted or treated within 7 days following the effective date of this policy, when this policy is purchased more than 30 days after *your* arrival in Canada.

Exception: This exclusion shall not apply, when this policy is purchased on or prior to the expiry date of an existing International Student Emergency Medical Travel Insurance policy already issued by the Insurer, to take effect on the day following such expiry date. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

- 3. Chemotherapy treatment unless approved in advance by *Global Excel*.
- 4. 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 except as otherwise specified under the "Medical Appliances" benefit and the "Accessibility *Corrective Device* Defect, Malfunction and Theft Protection" benefit (see SECTION V, benefits # 9 and # 25).
- 5. Flight *accident* (unless *you* are travelling as a farepaying passenger on a commercial airline).
- 6. 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.
- 7. 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.
- 8. Routine pre-natal care.
- Pregnancy, childbirth, voluntary termination of pregnancy and any complications thereof except as otherwise specified under the "Maternity" benefit (see SECTION V benefit # 22).
- 10. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion;

revolution or insurrection; military power or any service in the armed forces.

- 11. Committing or attempting to commit an illegal act or a criminal act.
- 12. Suicide (including any attempt thereat) or self-inflicted *injury*.
- 13. a) Any eating disorder or weight problem;
 - b) a disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless *you* are hospitalized and except as specified under the Psychiatrist and the Psychologist benefits (see SECTION V benefits # 1 b), # 3, # 5 and # 24).
- 14. Treatment or appliances that are not required for the immediate relief of acute pain or suffering: treatment of an ongoing condition, regular care of a chronic condition, home health care and investigative testing.
- 15. Medication, drug 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.
- 16. Drugs:
 - a) the replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medication (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of a medical *emergency*;
 - b) preventive medicines or vaccines;
 - c) acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
 - all types of contraceptives, pregnancy tests, fertility drugs or testing or drugs for the treatment of erectile dysfunction;
 - e) quantities exceeding a 30-day supply for one prescription; or
 - f) pharmaceutical products and drugs covered by another organization.
- 17. Participation:
 - 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.
- 18. Renal dialysis or organ transplants.
- 19. Rehabilitation and convalescent homes or holidays for recuperative purposes.
- 20. Noncompliance with any prescribed *medical treatment* (as determined by *Global Excel*) or failure to carry out a *physician*'s instructions.
- Medical services for any *injury* that occurred, or sickness that started in your country of origin during the coverage period (except as otherwise specified; see SECTION IV – Insurance Agreement # 10 – Coverage Offered outside Canada; or any expenses incurred

outside of Canada where less than 51% of the period of coverage was spent in Canada.

- 22. 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 done on the advice of a *physician* or surgeon; or a *sickness*, *injury* or related condition for which it was reasonable to expect treatment or hospitalization during *your* stay.
- 23. Treatment of an acute *sickness* or *injury* after the initial medical *emergency* has ended (as determined by the Insurer); or after the Insurer has requested that *you* return to *your country of origin*.
- 24. *Emergency* air transportation unless approved and arranged in advance by *Global Excel*.
- 25. 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.
- 26. Any administrative fees or charges above those specified in this policy.
- 27. Self exposure to exceptional risk, hazardous pursuits or occupations or flight accident (unless *you* are travelling as a fare-paying passenger on a commercial airline).

SECTION VIII – INTERNATIONAL ASSISTANCE SERVICE

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

- Emergency Call Center No matter where you are, professional assistance personnel are ready to take your call. Please consult your insurance card for emergency numbers.
- 2. **Benefit Information** Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.
- 3. **Case Management** Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*.
- 4. Interpretation Service We can connect *you* to a foreign language interpreter when required for *emergency* services.
- 5. **Direct Billing** Whenever possible, we will instruct the *hospital* or clinic to bill us directly.
- Claims Information We will answer any questions you have about the eligibility of your claim, our standard verification procedures and the way that your policy benefits are administered.

SECTION IX – HOW TO FILE A CLAIM

- 1. You must substantiate your claim by providing all documents listed below. (The Insurer is not responsible for charges levied in relation to any such documents.)
 - a) A completed Claim Form (provided by *Global Excel* upon notification of claim).
 - b) Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
 - c) Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.
 - d) Proof of enrollment in a Canadian institution of learning if *you* did not provide it at time of purchase.
 - e) Proof of arrival date in Canada, including departure and return dates.

Note: 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 Section XI – Statutory Conditions #5.

2. Payment of Benefits

All payments are payable to *you* or on *your* behalf. Benefits for loss of life are made 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 **819-566-8698** (collect) during business hours. Our website: **www.globalexcel.com**

SECTION X – GENERAL PROVISIONS

 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.

- 2. **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 employmentrelated plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.
- 3. **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 *insureds* under this contract of insurance.
- 4. 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.
- 5. 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 6. - Royal & Sun Alliance Insurance Company of Canada ("we", "us") collect, use and disclose, personal information (including to and from your representative, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services. Typically, we collect personal information from individuals who apply for insurance, and from policyholders, insureds and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, insured or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but

not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, *insureds* or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an *insured* may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

SECTION XI – 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.
- 4. **Material Facts** No statement made by the *insured* or a person *insured* at the time of application for the contract may be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

5. Notice and Proof of Claim

- 1. The *insured* or a person *insured*, or a beneficiary entitled to make a claim, or the agent of any of them, must:
 - a) 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
 - 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 start of the *sickness*,
 - ii. the loss caused by the accident or sickness,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and
 - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* 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 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.
- 6. Insurer to Furnish Forms for Proof of Claim The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident or sickness giving rise to the claim and of the extent of the loss.
- 7. **Rights of Examination** As a condition precedent to recovery of insurance money under the contract,
 - a) the claimant must give the insurer an opportunity to examine the person of the person *insured* when and as often as it reasonably requires while a claim is pending, and
 - b) in the case of death of the person *insured*, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
- When Money Payable All money payable under the contract must be paid by the insurer within 60 days after it has received proof of claim.
- 9. 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.

SECTION XII - IDENTIFICATION OF INSURER

International Student Emergency Medical Travel Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to Global Excel.