ALUMO

# Alumo International Student Medical Plan

**Medical Assistance – 24/7 Support & Intrepid 24/7™ Assistance Services**
**Direct**: +1.416.644.4873 | **Toll-Free** (U.S. & Canada): +1.855.219.1587

Intrepid 24/7™ provides the support you need when a medical emergency occurs. When you contact Intrepid 24/7™, an intake specialist will review your situation to help coordinate appropriate care. Where possible, Intrepid 24/7™ may arrange **direct payment to hospitals and other medical service providers.**

## IMPORTANT NOTICE – PLEASE READ CAREFULLY

In the event of a medical emergency, you or someone acting on your behalf **must contact Intrepid 24/7™ immediately** using one of the telephone numbers listed above.

In the event of sickness or injury covered by this policy requiring hospitalization, surgery, major diagnostic testing, or any medical treatment outside of Canada, **Intrepid 24/7™ should be contacted as soon as possible** to ensure appropriate and timely care and to arrange direct billing where available. Failure to notify Intrepid 24/7™ or obtain required pre-authorization as outlined in this policy may result in coverage being payable at a reduced level, subject to the terms and conditions of this policy.

This insurance covers necessary medical expenses resulting from sickness or injury, subject to the limits, terms, conditions, and exclusions set out in this policy. It is important that you read and understand your policy.

We recommend that you contact Intrepid 24/7™ to confirm coverage for certain expenses and understand any portion of the costs for which you may be responsible.

All benefit limits are in Canadian dollars.

### About This Policy

This policy describes the benefits, limits, exclusions, and conditions of coverage provided under the Alumo International Student Plan.

- The benefits payable under this policy are **subject to all terms, conditions, limitations, exclusions, and maximums** described herein.
- All maximums stated in this policy are **per Insured Person** and are payable over the duration of coverage unless otherwise specified.
- Coverage under this policy is **in force only once coverage has been confirmed,** and premiums have been paid in full.
- No benefits are payable for expenses incurred prior to the effective date of coverage or after the policy expiry date, except as outlined in the early arrival benefit.

### Claims and Assistance Contact Information

For assistance in a medical emergency, benefit coordination, or to report a claim:

**Intrepid 24/7™ Assistance** | Direct: **+1.416.644.4873** | Toll-Free: **+1.855.219.1587** | Email: **alumoassist@intrepid247.com**

## PART I - DEFINITIONS

**Accident** whenever used in this policy means a sudden, unforeseen and unexpected event which arises from a source external to an Insured Person and that is not caused or contributed to, directly or indirectly, by physical or mental illness or disease or treatment for the illness or disease. This event must occur while this policy is in force and is the basis of claim.

**Airworthiness Certificate** whenever used in this policy means "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of Canada or its foreign equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of its registry.

**Applicable Laws** whenever used in this policy means, with respect to the Insured Person, any laws, rules, statutes, regulations, orders, judgments, decrees, treaties or other requirements having the force of law relating or applicable to the Insured Person (including, but not limited to, Privacy Laws), and includes any rules or orders of regulatory or self-regulatory commissions, boards, administrative agencies, or bodies.

**Chronic Condition** whenever used in this policy means a disease or disorder which has existed for a minimum of 120 days.

**Country of Origin** whenever used in this policy means the country in which the Insured Person maintained a permanent residence prior to entry into Canada.

**Company** includes both the insurer and assistance provider meaning, **MSH International (Canada) Ltd.,** or its designated assistance provider, **Intrepid 24/7™**, and is hereinafter referred to as the **Company**.

**Coordination of benefits** is a process where individuals, couples or families with more than one benefits plan combine their benefits coverage. It determines the order payment, ensuring that benefits are combined to maximize reimbursement. Intrepid 24/7™ follows the COB rules as established by the Canadian Life and Health Insurance Association (CLHIA)

**Subrogation** which is the legal right of an insurer (or its administrator acting on its behalf) to step into the place of an insured person after benefits are paid, to pursue recovery from a third party who is legally responsible for the loss.

**Day Care Centre** whenever used in this policy means a facility which is operated according to law, including laws and regulations applicable to day care facilities and which provides care and supervision for children in a group setting on a regular basis. Day Care Centre will not include a hospital, the child's home or care provided during normal school hours while a child is attending grades 1 through 12.

**Dependent Child** whenever used in this policy means any natural child, stepchild, or legally adopted child of the Insured Person, who is residing with the Insured Person in Canada, and does not qualify for any Canadian federal and/or provincial health and hospitalization insurance plan and who is:

(a) under 21 years of age and unmarried and who is not engaged in gainful employment more than 25 hours per week at the time of loss; or

(b) 21 years of age and over, but less than 26 years of age, unmarried, and is in full-time attendance at a School for Higher Learning and who is not engaged in gainful employment more than 25 hours per week at the time of loss; or

(c) mentally or physically infirm, incapable of self-sustaining employment and who is considered a dependent of the Insured Person within the terms of the Income Tax Act (Canada) or equivalent.

Notwithstanding the above limitations, this definition will also include a child of the Insured Person's Spouse who is in the care, custody and control of the Insured Person and living in a parent-child relationship with the Insured Person.

**Emergency** whenever used in this policy means an event that makes it necessary to receive immediate treatment from a Physician or be immediately hospitalized.

**Flight Time** whenever used in this policy means the total time from the moment the aircraft first moves under its own power for the purpose of take-off until the moment it comes to rest at the end of the flight.

**Government Health Insurance Plan (GHIP)** commonly refers to provincial healthcare plans (e.g., Ontario Health Insurance Plan – OHIP), which provide medically necessary hospital and physician services funded by the government.

**Ride-Share and Delivery Driver** means an individual who uses a personal, loaned, company or leased vehicle to provide transportation of passengers, goods, food, or other items for compensation through a digital or online platform, taxi service (including, but not limited to, Uber, Lyft, Uber Eats, DoorDash, SkipTheDishes, Instacart, or similar services). This includes any period during which the individual is logged into such platform , taxi service and available to accept requests, travelling to pick up passengers or items, or transporting passengers, food, goods or services.

**Hospital** whenever used in this policy means an institution operated pursuant to law for the care and treatment of sick and injured persons, with organized facilities for diagnosis, major surgery and 24-hour nursing service. This does not include a convalescent or nursing home, or home for the aged, or health spa, or rehabilitation center, or a facility for the treatment of alcoholism, drug addiction or mental illness.

**Injury** whenever used in this policy means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, and that is not caused or contributed to, directly or indirectly, by physical or mental illness or disease or treatment for the illness or disease.

**Insured Person** whenever used in this policy means an eligible non-Canadian student, under age 65, who (a) holds an International Student Visa; (b) is under the administration of the Insured Person, (c) resides in Canada, (d) does not qualify for any Canadian federal and/or provincial health and hospitalization insurance plan, and (e) is registered in and attending classes at a recognized institution of learning within Canada on the effective date of their coverage.

**Insurance Act** whenever used in this policy means the applicable insurance legislation in the applicable provincial jurisdiction.

**Leased** whenever used in this policy means an aircraft and/or motor vehicle whose possession is turned over to a firm or individual for a specified period, with the owner retaining full title to such aircraft of motor vehicle.

**Loss** whenever used in this policy with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint; as used with reference to arm or leg means complete severance at or above the elbow or knee joint; as used with reference to thumb and fingers means complete severance at or above the metacarpophalangeal joint; as used with reference to toes means complete severance at or above the metatarsophalangeal joint; as used with reference to eye means the irrecoverable loss of the entire sight thereof; as used with reference to speech means the total and irrecoverable loss thereof; as used with reference to hearing means the total and irrecoverable loss thereof; and as used with reference to Quadriplegia, Paraplegia and Hemiplegia means the permanent and irrecoverable paralysis of such limbs.

**Loss of Use** whenever used in this policy means a loss which is permanent, total, irrecoverable, and continuous for a period of 12 months from the date of the Accident.

**Medical Treatment** wherever used in this policy means necessary treatment provided or ordered in the treatment of Sickness or Injury and must be ordered by a Physician or other authorized health care professional in the treatment of the Sickness or Injury.

**Medically Necessary** whenever used in this policy means the services or supplies provided by a Hospital or Physician, licensed dentist or other licensed providers that are required to identify or treat an Insured Person's Injury or Sickness and that are defined as (a) consistent with the symptom or diagnosis and treatment of the Insured Person's Injury or Sickness; (b) appropriate with regard to standards of good medical practice in the jurisdiction of the licensed provider;

(c) not solely for the convenience of the Insured Person, a Physician or other licensed provider; and (d) when applied to the care of an inpatient, it further means that the Insured Person's medical symptoms or conditions require that the services cannot be safely provided as a Hospital outpatient.

**Member of the Crew** whenever used in this policy means a person assigned to duty in an aircraft during Flight Time and whose occupation is related to the safety of passengers, the operation and/or the actual flying of the aircraft.

**Member of the Immediate Family** whenever used in this policy means a person who is the son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law (all of the above includes natural, adopted or step relationships), Spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

**Nurse** whenever used in this policy means a graduate registered nurse (R.N.) or nurse who is licensed to practice nursing by a governmental agency having jurisdiction over such licensing, provided such nurse is neither the Insured Person himself nor a Member of the Immediate Family.

**Period of Hospitalization** whenever used in this policy means a single, uninterrupted period in a hospital.

**Personal Information** whenever used in this policy means any information related to a natural person which allows, directly or indirectly, that person to be identified, as defined by Applicable Laws, including Privacy Laws.

**Physician** whenever used in this policy means a doctor of medicine (other than the Insured Person or a Member of the Immediate Family) who is licensed to practice medicine by 1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing organization, or 2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

**Principal Sum** whenever used in this policy means the amount of insurance for which the Insured Person is covered, as shown in the records of the Company and/or the Insured Person.

**Privacy Laws** whenever used in this policy means the Applicable Laws relating to Personal Information protection, including, if and to the extent applicable: (a) the *Personal Information Protection and Electronic Documents Act* (Canada) and, as applicable, Canadian provincial statutes governing protection of, or access to, Personal Information, including without limitation, Alberta's *Personal Information Protection Act*, British Columbia's *Personal Information Protection Act* and Quebec's *Act Respecting the Protection of Personal Information in the Private Sector* and (b) any other applicable legislation governing protection of or access to Personal Information in any jurisdiction at the international, country, state, provincial, or local levels, currently in effect and as and when they become effective, that relate in any way to the confidentiality or security of Personal Information, and apply to the Insured Person.

**Professional Counsellor** whenever used in this policy means a therapist or counsellor (other than the Insured Person or a Member of the Immediate Family), who is licensed, registered, or certified to provide such treatment, whether on an out-patient basis or while a patient is at a medical facility licensed to provide such treatment.

**Psychological Therapy** whenever used in this policy means the treatment or counselling by a Professional Counsellor.

**Regular Care and Attendance** whenever used in this policy means Medical Treatment to the extent necessary under existing standards of medical practice for the condition causing disability, Hospital confinement or requiring such treatment.

**Residence** whenever used in this policy means the primary dwelling in Canada of which the Insured Person is an occupant and the premises on which it is situated.

**School for Higher Learning** whenever used in this policy includes any university, college, polytechnic, CEGEP. {Collège d'Enseignement Général et Professional (community colleges in Quebec)} or trade school.

**Seat Belt** whenever used in this policy means those belts that form a restraint system and include infant and child restraint systems when properly used with a Seat Belt.

**Sickness** whenever used in this policy means sickness or disease occurring while this policy is in force as to the Insured Person whose sickness is the basis of claim.

**Spouse** whenever used in this policy means a person who is residing with the Insured Person in Canada, who is under the age of 65, and does not qualify for any Canadian federal and/or provincial health and hospitalization insurance plan and;

(a) to whom the Insured Person is legally married;

(b) to whom the Insured Person is married by a marriage that is voidable and has not been declared null and void; or

(c) with whom the Insured Person has continuously cohabited and who has been publicly represented as the Insured Person's Spouse for a minimum of 12 months immediately before a loss is incurred under this policy.

Only one individual will qualify as a Spouse.

If the Insured Person is legally married but is also cohabitating with an individual as described under (b) or (c) above, the Insured Person may elect in writing which one of the individuals will qualify as a Spouse under this policy. This election must be filed with the Insurer. The Company will not be bound by an election not filed before the event insured against. If an election is not filed, the Spouse will be the individual to whom the Insured Person is legally married.

**Stabilized** whenever used in this policy means that there has not been a change in the medical condition requiring medical or psychiatric intervention for a minimum of 120 days.

**Supervised Condition** whenever used in this policy means a diagnosed condition that requires consistent Medical Treatment. The same condition must not have required a change in treatment and/or medication during the 120-day period immediately preceding the departure date.

The "Vehicle" whenever used in this policy means a passenger car, station wagon, van, jeep-type automobile or truck.

Whenever a reference to the masculine gender appears in this policy, it will also be construed to include the feminine gender.

## PART II – INPATRIATE INSURANCE

### PRE-AUTHORIZATION

In the event of sickness or injury requiring hospitalization, surgery, major diagnostic testing, or medical treatment outside Canada, the Insured Person, or someone acting on their behalf, should contact Intrepid 24/7™ as soon as possible to ensure appropriate and timely care and arrange direct billing where available. Scheduled hospitalization, surgery (including outpatient surgery), and major diagnostic testing require pre-authorization from Intrepid 24/7™, where reasonably possible. Failure to notify Intrepid 24/7™ or obtain required pre-authorization will limit to an overall maximum of $10,000.

### CLEFT LIP AND PALATE ASSISTANCE PROGRAM

The Company will pay the expense actually incurred for specialized dental treatment for Insured Dependent Children with cleft lip and palate.

### FAMILY TRANSPORTATION BENEFIT

If, following an Injury or Sickness, an Insured Person is confined as an inpatient in a Hospital located from a point of not less than 150 kilometers from his normal place of Residence and such Insured Person is under the Regular Care and Attendance of a Physician, the Company will pay the reasonable and necessary expenses actually incurred by up to two adult Members of the Immediate Family for:

(a) meals and hotel accommodation/lodging in the vicinity of the Hospital where the Insured Person is confined, up to $150.00 per day, subject to a maximum of $1,500.00.

(b) transportation by the most direct route from the normal place of Residence of the Members of the Immediate Family to the confined Insured Person and return to the normal place of Residence of such Members of the Immediate Family.

Payment will not be made for ordinary living, traveling, or clothing expenses. If transportation occurs in a vehicle or device other than one operated under a license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of $0.35 per kilometer traveled.

The maximum amount payable under this part is $15,000.00 for all such expenses.

### GROUND AMBULANCE EXPENSE BENEFIT

If, as the result of Injury or Sickness, an Insured Person requires transportation to the nearest medical facility qualified to provide the necessary Emergency services, the Company will pay the expense for ground ambulance, subject to a maximum of $500.00 per Injury or Sickness.

### IDENTIFICATION BENEFIT

If an Injury sustained or Sickness contracted by an Insured Person results in loss of life, whose body requires identification, the Company will pay the reasonable and necessary expenses actually incurred by up to two adult Members of the Immediate Family for:

(a) meals and hotel accommodation/lodging in the vicinity of the Hospital where the Insured Person is confined, up to $150.00 per day, subject to a maximum of $1,500.00.

(b) transportation by the most direct route from the normal place of Residence of the Members of the Immediate Family to the confined Insured Person and return to the normal place of Residence of such Members of the Immediate Family, provided the body is located not less than 150 kilometers from the said Members of the Immediate Family's normal place of Residence and the identification of the body is required by the police or a similar law enforcement agency having authority over such matters.

Payment will not be made for ordinary living, travelling, or clothing expenses, other than stated above. If transportation occurs in a vehicle or device other than one operated under the license for the conveyance of passengers for hire, then reimbursement of transportation expenses will be limited to a maximum of $0.40 per kilometer travelled.

The maximum amount payable under this part is $10,000.00 for all such expenses.

**SUBSTANCE ABUSE BENEFIT**

Up to $10,000.00 for emergency transportation, emergency room treatment, and hospitalization for illnesses and injuries as a direct result of using alcohol, drugs or other intoxicants. This includes up to three (3) counselling or treatment sessions related to alcohol or drug dependency after the initial emergency but does not include admission into any treatment program beyond the 3 counselling sessions. This benefit is limited to a maximum of two (2) claims per policy year. Coverage applies only to acute incidents and not to chronic dependency or rehabilitation programs.

**MATERNITY EXPENSE INDEMNITY**

In the event of pregnancy or childbirth, the Company will reimburse Reasonable and Customary expenses actually incurred for pregnancy, childbirth, miscarriage, complications of pregnancy, and maternity care, including pre-natal and post-natal expenses, subject to all terms, conditions, limitations, exclusions, deductibles, and other provisions of this Policy, and to a Lifetime Maximum of $25,000.00.

Expenses for well-baby care are covered for a period of up to six (6) months following the birth of an insured Dependent Child, excluding any eligible expenses available under any government health insurance plan (GHIP). Subject to the above, maternity benefits are payable as follows:

*Eligibility for Maternity Benefits*

Maternity benefits are payable only where Family Coverage is in effect at the time expenses are incurred.
For clarity, a claimant insured under Single Coverage at the time of pregnancy commencement must upgrade to Family Coverage in accordance with the Policy terms in order for benefits to be payable. Where coverage is upgraded from Single to Family Coverage, eligibility will be assessed based on the date of pregnancy commencement relative to the Policy Effective Date.

*Commencement of Pregnancy*

For the purposes of this benefit, “pregnancy commencement” means the estimated date of conception as determined by a Physician based on medical evidence, including gestational age or expected delivery date.

*Benefit Eligibility Timing*

Pregnancies commencing on or after the Policy Effective Date:

- Benefits are payable provided Family Coverage remains continuously in force for the duration of the pregnancy.

Pregnancies commencing prior to the Policy Effective Date Benefits will be payable only where:

- the pregnancy commenced no more than thirty (30) days prior to the Policy Effective Date;
- and Family Coverage is in effect as of the Policy Effective Date and maintained thereafter.

*Exclusion*

No benefits are payable for any pregnancy that commenced more than thirty (30) days prior to the Policy Effective Date.

*Special Provision for Students Without Dependents*

Notwithstanding the above, a female student insured under Single Coverage may become eligible for maternity benefits under this section, provided that: there has been no lapse in coverage; and Family Coverage is elected upon confirmation of pregnancy and applicable family premiums are paid for the academic year.

**Benefits will remain subject to all other terms, conditions, limitations, and eligibility requirements under this Policy.**

**MEDICAL REIMBURSEMENT BENEFIT**

A. When, by reason of Injury or Sickness, treatment of an Insured Person is Medically Necessary and the Insured Person incurs eligible expenses as described in this part, the Company will reimburse the reasonable and necessary charges for services or supplies received by the Insured Person in accordance with the following:

(a) Hospital charges for room and board, subject to 100% of the daily standard ward accommodation rate currently charged by the Hospital in the province or territory of Residence.

Hospitalization for any condition related to the Human Immunodeficiency Virus (HIV) is not covered if the Insured Person's positive HIV test was known by anyone prior to the effective date of insurance, otherwise, coverage is limited to a one-time hospitalization maximum of 72 hours;

(b) Hospital charges for out-patient services in Canada based on the current fee of province or territory of Residence when Medically Necessary;

(c) Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, which are prescribed by a physician and that are supplied by a licensed pharmacist when medically necessary for medical treatment during hospitalization. This benefit is limited to a 30-day supply per prescription, unless you are hospitalized. Ongoing prescriptions, or prescriptions prescribed post hospitalization for follow up treatment or for chronic conditions and over-the-counter drugs or medicines are not covered.

NOTE: This plan is secondary payor to any supplemental drug coverage available through Alumo supplemental plans. Please submit first to your supplemental plan.

(d) expenses of a private duty Nurse, to a maximum of $20,000.00 per Injury or Sickness;

(e) expenses incurred for blood plasma, whole blood or oxygen, including the administration thereof;

(f) expenses incurred for x-rays and laboratory examinations which are required for diagnostic purposes;

(g) expenses incurred for MRI scan, when recommended by a Physician, up to a maximum of $2,500.00 per policy year;

(h) expenses for diabetic supplies (Insulin, needles, syringes, diagnostic testing materials, lancets), up to a maximum of $200.00 per Insured Person per policy year;

(i) eye examination (including retinal imaging) by an optometrist or ophthalmologist, subject to one eye exam to a maximum of $100.00 every 12 consecutive months. This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted. This benefit is only eligible after six months of consecutive coverage.

(j) expenses for medical care and treatment rendered or surgical procedure performed by a Physician, subject to the current Fee Guide published by the Medical Association in the province or territory of the Insured Person's Residence;

(k) expenses for the services of a licensed anesthetist when recommended by a Physician, subject to the health insurance plan schedule of fees published by the province or territory of the Insured Person's Residence;

(l) expenses for specific dental procedures if performed in an operating room by a dental surgeon appointed to the dental staff of the Hospital.

B. The Company will also reimburse the reasonable and necessary charges for services or supplies received by the Insured Person in accordance with the following:

(a) expenses for an annual health examination;

(b) expenses for serums, vaccines, anti-toxins, injections for immunizing against disease or poisons and administration thereof, not to exceed $150.00 per Insured Person per policy year, which includes multiple injections of the same serum or vaccine if required to be administered in stages as covered by the provincial health insurance plan. Vaccines required for traveling are excluded. This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted.

(c) expenses incurred for a tuberculosis (TB) skin test, when deemed medically necessary or required for educational or institutional purposes, are covered up to a maximum of $150 per Insured Person per policy year. This benefit applies exclusively to the TB skin test. IGRA TB testing is not covered under this benefit.

**ONCOLOGY TREATMENT BENEFIT**

The Company will pay the expenses actually incurred for oncology treatment as an in-patient or out-patient up to a lifetime maximum of $50,000.00.

**REPATRIATION BENEFIT**

If Injury or Sickness results in the loss of life of an Insured Person, the Company will pay the reasonable and necessary expenses actually incurred for the transportation of the body to the city of Residence in Canada or the Country of Origin, including the preparation of the body for such transportation, subject to a maximum of $15,000.00 or up to $5,000.00 for cremation or burial of the remains at the place of death. The cost of a casket or urn is excluded.

**RETURN HOME BENEFIT**

If Injury or Sickness totally incapacitates an Insured Person, the Company will pay the reasonable and necessary expenses actually incurred for returning the Insured Person by the appropriate means of transportation to his city of Residence in the Country of Origin. All travel arrangements must be pre-approved by the Company prior to departure and are limited to a maximum of $250,000.00.

Notwithstanding the above, the Company reserves the right, as reasonably required and at the Company's expense, to transfer the Insured Person to any Hospital in the Country of Origin following an Injury or Sickness, subject to the maximum amount noted above.

**PSYCHIATRIC BENEFIT**

The Company will pay the following expenses actually incurred because of self-inflicted injuries or attempted suicide, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders) subject to a maximum of $50,000 per policy year and up to a lifetime maximum of $200,000.00 per Insured Person:

(a) in-patient and out-patient Hospital services (including emergency room charges);

(b) psychiatry services;

(c) nursing and home support (including assessment charges);

(d) out-patient treatment programs, subject to those that would be provided by the health insurance plan in the province or territory of the Insured Person's Residence.

## TRAVEL EXPENSE REIMBURSEMENT FOR PARENT(S)

If an Injury sustained or Sickness contracted by an Insured Person results in loss of life, the Company will pay the actual expenses incurred by the parent(s) of the Insured Person for transportation, board, lodging and extra travel expenses incurred while enroute and/or during the stay in the city or town where the body of the Insured Person is located, subject to a maximum of $10,000.00.

Benefits under this part shall not be payable if the benefits under the "Identification Benefit" have been or will be paid to the parent(s) of the Insured Person.

## MOTOR VEHICLE ACCIDENT – LIMITATION OF LIABILITY

Benefits payable for Eligible Expenses arising from a Motor Vehicle Accident are subject to the following limitations: Notwithstanding any other provision of this Policy, if the Insured Person is, at the time of the accident, engaged in activities related to ridesharing, taxi or delivery services (including but not limited to Uber, Lyft, Taxi or food delivery services), the total amount payable by the Insurer for all claims arising from such accident shall not exceed **$50,000 per Policy Year**.

This limitation shall **not apply** when the Motor Vehicle Accident occurs during personal, non-commercial use of a vehicle.

## PRE-EXISTING CONDITIONS

This policy will not provide payment or indemnity for expenses incurred directly or indirectly or resulting from any pre-existing condition whereby the Insured Person received Medical Treatment, consultation, advice or required the use of medication within **120 days prior** to the commencement of insurance, with the exception of a Chronic Condition which is under treatment and Stabilized by the regular use of prescribed medication.

This shall not apply to an Insured Person whose treatment was deemed, by the treating Physician or health care provider, as a routine follow up examination, nor shall it apply to an Insured Person whereby their use of medication is for a controlled and medically Supervised Condition, which was not medically compromised and whereby there was no change in either the medication or in frequency and usage, or dosage within the **120 days prior** to the commencement of this insurance.

Grandfathering Clause: Notwithstanding the above, an Insured Person who is insured under the existing and current policy in the 12 month period prior to the effective date of this policy will be covered for a Pre-existing Condition under treatment and Stabilized by the regular use of prescribed medication, inclusive of changes in medication, dosage or usage as prescribed, so long as the medical condition is the same for which the Insured Person was receiving treatment.

## MAXIMUM LIMIT OF INDEMNITY

Except for those benefits listed below, the total amount payable under this policy for reimbursement of all expenses which an Insured Person has incurred will not exceed the Maximum Limit of Indemnity: $1,000,000.00 per policy year per Insured Person up to a $2,000,000.00 lifetime maximum per Insured Person.

## EXCLUSIONS AND LIMITATIONS

A. This part of the policy does not cover loss, fatal or non-fatal, caused by or resulting from:

   (a) declared or undeclared war or any act thereof;

   (b) any loss as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;

(c) active full-time service in the armed forces of any country;

(d) suicide or any attempt thereat or intentionally self-inflicted Injury, while sane or insane, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders or weight problems) or psychiatric treatment, other than as provided in the "Self-Inflicted Injuries and Attempted Suicide or mental health benefits as described in this policy";

(e) outpatient psychological treatment

(f) the commission or the attempt to commit a criminal act by the Insured Person;

(g) costs more than **$50,000 per Policy Year** arising directly or indirectly from a Motor Vehicle Accident occurring while the Insured Person is engaged in commercial driving activities, including but not limited to ridesharing services (such as Uber or Lyft) or food or goods delivery services.

(h) alcohol related illness or disease because of alcoholism or excessive consumption of alcohol; except as otherwise stated in the Substance Abuse Benefit

(i) bodily Injury because of alcoholism, or regular or long-term excessive consumption of alcohol except as otherwise stated in the substance abuse benefit;

(j) drug related illness or disease because of drug addiction or excessive use of drugs except as otherwise stated in the Self- Inflicted Injuries and Attempted Suicide benefit and the substance abuse benefit;

(k) bodily Injury because of drug addiction, or regular or long-term excessive use of drugs except as otherwise stated in substance abuse benefit;

(l) participation in professional sports, bodily contact sports, acrobatic or stunt flying, hang gliding, parachuting, skydiving, parasailing, rock climbing, mountain climbing, bungee jumping, scuba diving, or motorized speed contests.

(m) benefits payable for expenses incurred for gender affirming care, including any medical, surgical, hormonal, psychological or related services, treatments, or supplies provided for the purpose of gender transition or confirmation, or for complications arising directly or indirectly therefrom.

B. This policy does not cover any of the following supplies or services or costs thereof:

(a) expenses eligible under any government/group hospital, medical, dental or health care plan, or expenses for which insurance is prohibited by law;

(b) prescription drugs, other than as provided in the "Medical Reimbursement Benefit";

(c) Hospital visits solely for the administration of drugs;

(d) medical examinations for the use of a third party, including immigration medical check-ups, experimental drugs, preventative medicines;

(e) medical examinations specifically for:

(i) an application for insurance (or continuance thereof),

(ii) an application for a school, camp, association, club, group or program (admission to or continuance at) except if mandatory for co-operative and/or internship programs,

(iii) an application for employment (or continuance thereof), and

(iv) legal requirements or proceedings;

(f) group examinations, immunizations or inoculations, and examinations for screening, survey or research purposes;

(g) cosmetic surgery, unless Medically Necessary because of an Accident;

(h) charges for any experimental Medical Treatments;

(i) services for which no charge would ordinarily be made if there was no insurance coverage;

(j) hearing aids;

(k) acupuncture procedures;

(l) contraceptive devices of any form;

(m) treatments and consultations related to infertility;

(n) any elective treatments or surgeries;

(o) pre-natal classes;

(p) laboratory or clinical pathology, other than as provided in the "Medical Reimbursement Benefit";

(q) alcohol related illness or disease because of alcoholism or excessive consumption of alcohol; except as otherwise stated in the Substance Abuse Benefit

(r) bodily Injury because of alcoholism, or regular or long-term excessive consumption of alcohol except as otherwise stated in the substance abuse benefit;

(s) drug related illness or disease because of drug addiction or excessive use of drugs except as otherwise stated in the Self- Inflicted Injuries and Attempted Suicide benefit and the substance abuse benefit;

(t) bodily Injury because of drug addiction, or regular or long-term excessive use of drugs except as otherwise stated in substance abuse benefit;

(u) participation in professional sports, bodily contact sports, acrobatic or stunt flying, hang gliding, parachuting, skydiving, parasailing, rock climbing, mountain climbing, bungee jumping, scuba diving, or motorized speed contests.

(v) benefits payable for expenses incurred for gender affirming care, including any medical, surgical, hormonal, psychological or related services, treatments, or supplies provided for the purpose of gender transition or confirmation, or for complications arising directly or indirectly therefrom.

(w) eye examinations, other than as provided in the "Medical Reimbursement Benefit";

(x) where medically appropriate and determined to be in the Insured Member's best interest, the Insurer may require the Insured Member to return to their permanent country of residence for continued treatment. Should the Insured elect to refuse return to their home country coverage will be terminated.

(y) expenses incurred for eyeglasses and contact lenses, or prescriptions therefore;

(z) expenses incurred for dental treatment, nor the cost of replacement or repair of artificial teeth, dentures or dental appliances, other than as provided in the "Medical Reimbursement Benefit";

(aa) travelling time or mileage; and

(bb) court testimony, preparation of records, reports, certificates or communications.

In consultation with the attending Physician, the Company reserves the right to transfer an Insured Person to another Hospital or return an Insured Person to Canada or Country of Origin for necessary treatment. In the event the Insured Person refuses to comply, the Company may no longer be liable for further expenses incurred, which are related to the condition causing the treatment, after the proposed transfer date.

**RECURRENT INJURY OR SICKNESS**

If an Injury or Sickness causes the Insured Person to incur eligible expenses following which a continuous period of six or more months elapses during which the same Injury or Sickness does not cause the Insured Person to incur any eligible expenses and does not require any treatment of the Insured Person by a Physician, the Insured Person will be deemed to have recovered from the Injury or Sickness at the end of the period of six months.

Thereafter, a subsequent recurrence of the Injury or Sickness which causes the Insured Person to incur eligible expenses will be deemed to be a different Injury or Sickness to which the full maximum reimbursement limit will be applicable without any reduction or variation by reason of eligible expenses incurred as a result of the Injury or Sickness from which the Insured Person was deemed to have recovered.

**CO-ORDINATION OF BENEFITS**

Unless otherwise stated in this Policy, this Insurance is excess to all other valid insurance. If any other valid insurance is also an excess insurance, we will coordinate benefits of all eligible expenses with that insurer. All coordination follows the guidelines set by the Canadian Life and Health Insurance Association Coordination of Benefits. If any other valid insurance is also an excess insurance, we will coordinate benefits of all eligible expenses with that insurer. All coordination follows the guidelines set by the Canadian Life and Health Insurance Association.

**SUBROGATION CLAUSE**

The Insured Person agrees that the Company shall be subrogated to their rights to damages, to the extent of the benefits provided by this policy, for Injury that a third party is liable for or causes.

The Insured Person agrees to assign to the Company his claim against a liable party to the extent of the Company's payments and shall not prejudice the Company's rights. Entering a settlement or compromise arrangement with a third party without the Company's written consent shall be deemed to prejudice the Company's rights. The Insured Person must promptly advise the Company in writing whenever a claim against another party is made and shall further provide the Company such additional information as is reasonably requested by the Company. The Insured Person agrees to fully cooperate in protecting the Company's rights against a third party.

## PART III – ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

### ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS INDEMNITY

If, within 12 months of the date of the Accident, Injury results in any of the following losses, the Company will pay for Loss of or permanent and total Loss of Use of:

Life.....The Principal Sum
Both Hands .....The Principal Sum
Both Feet.....The Principal Sum
Entire Sight of Both Eyes .....The Principal Sum
One Hand and One Foot .....The Principal Sum
One Hand and the Entire Sight of One Eye .....The Principal Sum
One Foot and the Entire Sight of One Eye .....The Principal Sum
Speech and Hearing in Both Ears.....The Principal Sum
One Arm ..... Three-Quarters of the Principal Sum
One Leg..... Three-Quarters of the Principal Sum
One Hand ..... Two-Thirds of the Principal Sum
One Foot ..... Two-Thirds of the Principal Sum
Entire Sight of One Eye..... Two-Thirds of the Principal Sum
Speech or Hearing in Both Ears ..... Two-Thirds of the Principal Sum
Thumb and Index Finger of Either Hand ..... One-Third of the Principal Sum
Four Fingers of Either Hand ..... One-Third of the Principal Sum
Hearing in One Ear ..... One-Third of the Principal Sum
All Toes of One Foot ..... One-Quarter of the Principal Sum

### PARALYSIS BENEFITS

Quadriplegia (complete paralysis of both upper and lower limbs).....Two Times the Principal Sum
Paraplegia (complete paralysis of both lower limbs).....Two Times the Principal Sum
Hemiplegia (complete paralysis of upper and lower limbs of one side of body).....Two Times the Principal Sum

Indemnity provided under this part for all losses sustained by an Insured Person as the result of any one Accident will not exceed the following:

(a) With the exception of Quadriplegia, Paraplegia and Hemiplegia, the Principal Sum;

(b) With respect to Quadriplegia, Paraplegia and Hemiplegia, two times the Principal Sum, or the Principal Sum if loss of life occurs within 90 days after the date of the Accident.

In no event will indemnity be payable for all losses under this part to exceed, in the aggregate, two times the Principal Sum as the result of the same Accident.

## ACCIDENTAL MEDICAL REIMBURSEMENT BENEFIT

If by reason of Injury, the Insured Person requires Medical Treatment within 30 days from the date of the Accident and incurs expenses for any of the following services or supplies, while under the Regular Care and Attendance of a Physician with respect to Items (a) to (h):

(a) expenses for the services of a Nurse;

(b) transportation by a licensed ambulance service or, when recommended by a Physician, by any other conveyance licensed to carry passengers for hire to or from the nearest Hospital which is equipped to provide the required treatment;

(c) Hospital charges for the difference between the daily standard ward allowance under the health and insurance plan in the province or territory of the Insured Person's Residence and the semi-private accommodation charge (private accommodation charge if recommended by a Physician);

(d) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary; **This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted;**

(e) fees for the services of a licensed physiotherapist or certified athletic sports therapist, when recommended by a Physician, subject to a maximum reimbursement of $500.00 during any one policy year; **This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted;**

(f) drugs and medicines which require the written prescription of a Physician and are dispensed by a registered pharmacist or Physician; **This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted;**

(g) miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of $750.00 during any one policy year; **This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted;**

(h) fees for the services of a licensed chiropractor, subject to a maximum reimbursement of $500.00 during any one policy year, **This benefit is payable on a second payor basis, after all other eligible coverage has been exhausted;**

The Company will pay the reasonable and customary expenses actually incurred by the Insured Person within 12 months after the date of the Accident, not to exceed in the aggregate $10,000.00 as a result of any one Accident.

## BEREAVEMENT BENEFIT

If an Injury sustained by an Insured Person results in loss of life and indemnity becomes payable in accordance with the terms of this policy, the Company will pay the reasonable and necessary expenses actually incurred by the Spouse and Dependent Children of the Insured Person for up to six sessions of grief counselling, by a Professional Counsellor, subject to a maximum of $1,000.00.

**COSMETIC DISFIGUREMENT BENEFIT**

If an Insured Person suffers a third-degree burn, the Company will pay a percentage of the Principal Sum, depending on the area of the body which was burned according to the following table:

| Body Part | Area Classification (A) | Maximum Allowable Percentage for Area Burned (B) | Maximum Percentage of Principal Sum Payable (C) |
|---|---|---|---|
| | | % | % |
| Face, Neck, Head | 11 | 9.0 | 99.0 |
| Hand and Forearm | 5 | 4.5 | 22.5 |
| Either Upper Arm | 3 | 4.5 | 13.5 |
| Torso (front or back) | 2 | 18.0 | 36.0 |
| Either Thigh | 1 | 9.0 | 9.0 |
| Either Lower Leg (below knee) | 3 | 9.0 | 27.0 |

The maximum percentage of Principal Sum payable (C) is determined by multiplying the area classification.

(a) by the maximum allowable percent for Area Burned (B). In the event of a 50% surface burn, the maximum allowable percent for area burned (B) is reduced by 50%. This table only represents the maximum percent of the Principal Sum payable for any one Accident. If the Insured Person suffers burns in more than one area, as a result of any one Accident, benefits will not exceed a maximum of $25,000.00.

**DAY CARE BENEFIT**

If an Injury sustained by an Insured Person result in loss of life within 12 months of the date of Accident, the Company will pay the Day Care Benefit stated below for each of the Insured Person's Dependent Children, under 13 years of age who:

(a) are enrolled in a legally licensed Day Care Centre on the date of such loss; or

(b) enroll in a legally licensed Day Care Centre within 12 months after the date of death of the Insured Person.

The Day Care Benefit is equal to the reasonable and necessary expenses actually incurred, subject to five percent of the Insured Person's Principal Sum to a maximum of $5,000.00, for each year the Dependent Child described above is enrolled in a legally licensed Day Care Centre, but not to exceed four years, which must run consecutively, with respect to any one Dependent Child.

The benefit will be paid each year immediately upon receipt of satisfactory proof that the Dependent Child is enrolled in a legally licensed Day Care Centre, but payment will not be made for expenses incurred prior to the death of the Insured Person, nor for room, board or other ordinary living, travelling or clothing expenses.

In the event the Insured Person's Dependent Child does satisfy the requirements indicated above, the Day Care Benefit will be payable to the surviving Spouse if the Spouse has custody of the Dependent Child. If there is no surviving Spouse or the Dependent Child does not reside with the Spouse, benefits payable under this part will then be paid to the Dependent Child's legally appointed guardian.

"Dependent Child" includes a child (or children of a multiple birth) who is born within nine months of the Insured Person's date of loss, provided such child was conceived prior to the date of loss of the Insured Person.

## EDUCATION BENEFIT

If an Injury sustained by an Insured Person results in loss of life within 12 months of the date of Accident, the Company will pay the Education Benefit stated below for each of the Insured Person's Dependent Children, who are enrolled as full-time students:

(a) in a School for Higher Learning above the secondary school level as defined in the province territory or country of Residence; or

(b) at the secondary school level but who enroll as full-time students in a School for Higher Learning within 12 months after the date of death of the Insured Person.

The Education Benefit is equal to the reasonable and necessary expenses actually incurred, subject to five percent of the Insured Person's Principal Sum to a maximum of $10,000.00, for each year the Dependent Child described above continues his education on a full-time basis in a School for Higher Learning, but not to exceed four years, which must run consecutively, with respect to any one Dependent Child.

The benefit will be paid each year immediately upon receipt of satisfactory proof that the child is enrolled as a full-time student in a School for Higher Learning, but payment will not be made for expenses incurred prior to the death of the Insured Person, nor for room, board or other ordinary living, travelling or clothing expenses.

In the event the Insured Person's Dependent Child does satisfy the requirements indicated above, such child, if not a minor, will be deemed the beneficiary with respect to benefits payable under this part. In the event such child is a minor, then the Education Benefit will be payable to the surviving Spouse if the Spouse has custody of the Dependent Child. If there is no surviving Spouse or the Dependent Child does not reside with the Spouse, benefits payable under this part will then be paid to the Dependent Child's legally appointed guardian.

If, at the time of loss, none of the Insured Person's Dependent Children satisfy the requirements indicated above, the Company shall pay an additional amount of $2,500.00 to the designated beneficiary.

## FUNERAL EXPENSE BENEFIT

If an Injury sustained by an Insured Person results in loss of life in the city of Residence in Canada, and indemnity for such loss becomes payable in accordance with the terms of this policy, an additional amount is payable for the reasonable and necessary funeral expenses actually incurred, to a maximum of $6,500.00 if such cremation or burial will be in the city of Residence in Canada.

Indemnity under this part shall only be payable if no Repatriation Benefit is paid under this policy.

## HOME ALTERATION AND VEHICLE MODIFICATION BENEFIT

If an Injury sustained by an Insured Person does not cause loss of life, but results in a Loss for which indemnity becomes payable under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity", and such Insured Person is subsequently required to use a wheelchair to be ambulatory, the Company will pay the reasonable and necessary expenses actually incurred within three years of the date of the Accident causing such Loss for:

(a) the cost of alterations to the Insured Person's principal Residence; and/or

(b) the cost of modifications to one motor Vehicle utilized by the Insured Person, when such modifications are approved by the provincial vehicle licensing authorities where required for the purpose of making them wheelchair accessible.

Payment by the Company for the total of all expenses incurred by or for any Insured Person is subject to a maximum of $15,000.00 as the result of any one Accident.

## HOSPITAL INDEMNITY EXPENSE

A daily benefit of one-thirtieth of one percent of the Insured Person's Principal Sum, to a maximum monthly benefit of $2,500.00, will be payable to the Insured Person when the Insured Person is in a Hospital and is under the Regular Care and Attendance of a Physician, but only if such Period of Hospitalization:

(a) is necessary for the treatment of an Injury which results in a Loss payable under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity" of this policy; and

(b) begins while insurance under this policy is in force as to that Insured Person.

Such daily benefit will be paid from the first day of a necessary Period of Hospitalization, as an inpatient, for which a full day's room and board is charged, but in no event for more than 12 months per Accident.

A Period of Hospitalization, which becomes necessary for the treatment of any Injury other than for a Loss payable under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity", will be covered in accordance with the above terms, and the daily benefit will be paid from the first day of hospitalization of at least a four-day Period of Hospitalization.

If a particular condition causes more than one Period of Hospitalization, due to the same or related causes, then the maximum benefit (12 months in a Hospital) will be reinstated, provided not more than a period of six months has elapsed between Periods of Hospitalization.

## PSYCHOLOGICAL THERAPY BENEFIT

If Injury results in a Loss payable to an Insured Person under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity" of this policy, and results in the Insured Person requiring Psychological Therapy, as prescribed by a Physician, the Company will pay the reasonable and necessary expenses actually incurred, subject to a maximum of $5,000.00, until one of the following occurs:

(a) the total Psychological Therapy Benefit amount has been paid; or

(b) two years have elapsed from the date of the Injury; or

(c) the Insured Person dies.

## REHABILITATION BENEFIT

If an Injury sustained by an Insured Person results in a Loss payable under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity" and such Injury requires that the Insured Person undergo special training in order to be qualified to engage in a special occupation in which he would not have engaged except for such Injury, the Company will pay the reasonable and necessary expense actually incurred for such training by the Insured Person within three years of the date of the Accident, subject to a maximum of $15,000.00 as the result of any one Accident.

Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

## SEAT BELT BENEFIT

If, due to a vehicular Accident, Injury results in a loss payable to an Insured Person under the part titled "Accidental Death, Dismemberment and Specific Loss Indemnity", the Insured Person's amount of Principal Sum will be increased by 10% if, at the time of the Accident, the Insured Person was driving or riding in a Vehicle and wearing a properly fastened Seat Belt.

The driver of the Vehicle must hold a current and valid driver's license of a rating authorizing him to operate such Vehicle and neither be intoxicated nor under the influence of drugs, unless such drugs are taken as prescribed by a Physician, at the time of the Accident. "Intoxicated" and "under the influence of drugs" are as defined by the local jurisdiction where the Accident occurs.

Due proof of Seat Belt use must be provided as part of the written proof of Loss.

## SPOUSAL RETRAINING BENEFIT

If an Injury sustained by an Insured Person results in loss of life and indemnity becomes payable in accordance with the terms of this policy, the Company will pay the reasonable and necessary expenses actually incurred within three years from the date of such Accident by the Spouse of the Insured Person who engages in a formal occupational training program in order to become specifically qualified for active employment in an occupation for which he would not otherwise have sufficient qualifications, not to exceed in the aggregate $15,000.00 for all such expenses. Payment will not be made for room, board or other ordinary living, travelling or clothing expenses.

In the event the Insured Person's Spouse does satisfy the requirements indicated above, such Spouse will be deemed the beneficiary with respect to benefits payable under this part.

## TUTORIAL AND SPECIAL TELEPHONE EXPENSE BENEFIT

If an Injury shall, within 100 days from the date of the Accident, totally disable and confine the Insured Person to his Residence or Hospital for a period in excess of 40 consecutive days, the Company will pay, from the first day the actual expense is incurred, for the tutorial services attained by the Insured Person at a rate not to exceed $20.00 per hour, up to a maximum of $2,000.00.

In addition, the Company will pay for labor charges, wiring and rental of communication equipment to provide a telephone tutorial service from the school to his Residence or Hospital.

## LIMITED AIR TRAVEL COVERAGE

Insurance provided under this policy includes Injury sustained in consequence of riding as a passenger, and not as a pilot or Member of the Crew, in, boarding or alighting from, or being struck by, or making a forced landing with or from (a) any aircraft having a current and valid Airworthiness Certificate and which is operated by a person holding a current and valid pilot's license of a rating authorizing him to pilot such aircraft, or (b) any transport-type aircraft operated by the Canadian Armed Forces or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world, provided the aircraft is not being used for test or experimental purposes.

Notwithstanding (a) and (b) above, this policy excludes Injury sustained while and in consequence of riding as a passenger, pilot, operator or Member of the Crew, in or on, boarding or alighting from or being struck by or making a forced landing with or from any aircraft owned, operated or Leased by the Insured Person.

## EXPOSURE AND DISAPPEARANCE

If, as the result of an Accident, an Insured Person is unavoidably exposed to the elements and if, as a result of such exposure and within 12 months after the date of the Accident, the Insured Person suffers a loss for which indemnity would otherwise have been payable hereunder, such loss will be deemed to be the result of Injury.

Where, due to the accidental wrecking, sinking or disappearance of a conveyance in which an Insured Person was riding, the Insured Person disappears, and if the body of the Insured Person is not found within 12 months after the date of such wrecking, sinking or disappearance, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of the policy, that the Insured Person suffered loss of life as a result of Injury.

## AGGREGATE LIMIT OF INDEMNITY

The aggregate limit of indemnity of $10,000,000.00 per any one Accident is the limit of indemnity for which the Company will be liable under this policy for all losses arising out of any one Accident for all institutions under the Company. In the event said limit of indemnity for any one Accident is insufficient to pay the full amount of indemnity for each Insured Person, then the amount payable for each Insured Person will be in the proportion that the limit of indemnity for any one Accident bears to the total amount of insurance that would have been payable except for such limit of indemnity.

**EXCLUSIONS AND LIMITATIONS**

This part of the policy does not cover loss, fatal or non-fatal, caused by or resulting from:

(a) declared or undeclared war or any act thereof;

(b) active full-time service in the armed forces of any country;

(c) suicide or any attempt thereat or intentionally inflicted Injury, while sane or insane;

(d) Injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, other than as provided in the "Limited Air Travel Coverage".

Nor does this policy cover expenses incurred:

(e) for the purchase, repair or replacement of eyeglasses or contact lenses, or prescriptions therefore;

(f) for charges of masseur;

(g) for Sickness or disease, either as a cause or effect;

(h) by an Insured Person who is not covered under any Federal or Provincial Hospital Plan or its equivalent.

This policy is subject to and will not contravene any Federal or Provincial statutory requirement with respect to hospital and/or medical plans. Benefits will be reduced under the Accidental Medical Reimbursement Benefit part of this policy by any amount paid or payable under any other policy providing similar reimbursement expenses.

## PART IV - EMERGENCY OUT-OF-PROVINCE HOSPITAL/MEDICAL INSURANCE

IMPORTANT NOTICE – ELIGIBILITY FOR OUT-OF-PROVINCE COVERAGE

This Out-of-Province Coverage is provided exclusively for eligible students enrolled in designated short-term academic, educational, exchange, practicum, internship, co-operative education, or other approved programs offered by participating educational institutions. Eligibility requirements may vary by institution and program.

Students must confirm their eligibility with their School Administrator or plan administrator prior to travel. No benefits are payable under this coverage unless the student meets all eligibility requirements established by the Policyholder and the Insurer.

Coverage is subject to all Policy terms, conditions, exclusions, limitations, and maximum benefit amounts. This coverage is limited to maximum of 45 days.

The Insurer reserves the right to require satisfactory proof of enrolment, program participation, eligibility, and travel details before considering any claim submitted under this coverage.

- If the scheduled trip is more than the allotted number of days, this coverage is null and void for the ENTIRE trip.
- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that the Insured Person read and understand this policy before travelling as coverage may be subject to certain limitations or exclusions.
- A pre-existing exclusion may apply to medical conditions and/or symptoms that existed prior to the trip. Check to see how this applies in this policy and how it relates to the departure date, date of purchase or effective date.
- In the event of an Injury or Sickness, the Insured Person's prior medical history may be reviewed when a claim is reported.
- If this policy provides travel assistance, the Insured Person may be required to notify the designated assistance company prior to treatment. This policy will limit benefits should the Insured Person not contact the assistance company within a specified time period.

### ACCIDENTAL DENTAL REIMBURSEMENT BENEFIT

When, as the result of Injury to whole or sound teeth (capped or crown teeth will be considered whole or sound) and due to a force or blow external to the mouth, the Insured Person requires Emergency treatment or service outside his province of Residence by a legally qualified dentist or dental surgeon, the Company will pay the expenses actually incurred by the Insured Person for such treatment or service. Payments under this part will be made in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence in Canada or its equivalent, as determined by the Company. In no event will benefits exceed $2,000.00 with respect to any one Accident.

### ATTENDANT TRANSPORTATION BENEFIT

If, as the result of Injury or Sickness, the attending Physician recommends in writing or the air carrier's rules and regulations require the presence of a medical attendant during the Emergency evacuation of the Insured Person in accordance with the part titled "Evacuation Benefit", the Company will pay the reasonable and necessary expenses actually incurred for the round trip airfare by such medical attendant. Expenses may also include one day accommodation and board for that day. The medical attendant must be qualified to work as such in the place where the Insured Person received Emergency medical attention, does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family. All covered expenses incurred by such attendant are subject to a maximum of $5,000.00.

## BOARD, LODGING AND TRAVEL EXPENSE BENEFIT

In the event that an Insured Person is confined to Hospital due to Injury or Sickness for a period of at least five consecutive days and thus prevented from returning to his province of Residence, the Company will pay the reasonable board, lodging and extra travel expenses incurred during the term of said hospitalization by other Insured Persons who remained with the hospitalized Insured Person and are also prevented from returning to his province of Residence.

In the event of the Injury, Sickness or death of an Insured Person, the attendance of a Member of the Immediate Family is certified as Medically Necessary by the attending Physician, the Company will reimburse the expense incurred by such Member of the Immediate Family, limited to the return economy airfare, $100.00 per day accommodation and not exceeding a maximum of 20 consecutive days.

The total maximum amount payable under this part by the Company to or on behalf of any Insured Person will not exceed $3,000.00 as a result of any one Injury or Sickness.

## EVACUATION BENEFIT

The Company will pay all expenses, up to a maximum of $40,000.00, for transportation, medical services and supplies necessarily incurred in connection with the Emergency evacuation of the Insured Person due to Injury sustained or Sickness commencing during the course of a scheduled trip. Such evacuation must be ordered by a Physician who certifies that the severity of the Insured Person's Injury or Sickness warrants the Emergency evacuation of the Insured Person. All arrangements for evacuation must be recommended by the attending Physician, meet the standard regulations of the conveyance transporting the Insured Person and must also be verified and approved by the Company prior to evacuation. The Company will not cover any expenses provided by another party at no cost to the Insured Person or already included in the cost of the scheduled trip.

## EXCESS HOSPITAL INSURANCE

If, as the result of Injury or Sickness, an Insured Person is confined during the period this policy is in force in a Hospital as an in-patient, the Company will reimburse the reasonable and necessary Emergency Hospital expenses, up to and including semi-private accommodation, actually incurred during such confinement and payable by the Insured Person.

In the event that an Insured Person is confined to Hospital on or after the Trip Termination Date and thus prevented from returning to his province of Residence, insurance hereunder will continue for the period of such confinement, but in no event for more than 90 days from the date that the first insured expense was incurred hereunder.

In the event that an Insured Person is discharged from Hospital on or after the Trip Termination Date, coverage will be extended for a maximum period of 72 hours immediately following such discharge.

## EXCESS MEDICAL INSURANCE

If, as the result of Injury or Sickness, an Insured Person requires treatment for the following services on an Emergency basis:

(a) out-patient room charges,

(b) treatment by a Physician or surgeon,

(c) x-rays and laboratory examinations which are required for diagnostic purposes,

(d) rental of crutches or appliances,

(e) cost of splints, trusses, braces, or

(f) treatment by a physiotherapist while hospitalized and up to a maximum of three treatments for the duration of any one trip only when recommended in writing by the attending Physician,

The Company will reimburse the reasonable and necessary expenses actually incurred during the period this insurance is in force for such treatment or services.

**GROUND AND AIR AMBULANCE EXPENSE BENEFIT**

If, as the result of Injury or Sickness, an Insured Person requires transportation to the nearest medical facility qualified to provide the necessary Emergency services, the Company will pay the expense for ground ambulance, subject to a maximum of $500.00 per Injury or Sickness or for air ambulance, subject to a maximum of $5,000.00 per Injury or Sickness.

**PRESCRIPTION DRUG REIMBURSEMENT BENEFIT**

If, as the result of Injury or Sickness, an Insured Person requires drugs or medicines on an Emergency basis and such drugs or medicines are prescribed by the attending Physician (oral contraceptives, patent medicines, vitamins, repeat prescriptions, maintenance and chronic care drugs are excluded), the Company will reimburse the expenses actually incurred for such drugs or medicines.

**REPATRIATION BENEFIT**

If Injury or Sickness results in the loss of life of an Insured Person, the Company will pay the reasonable and necessary expenses actually incurred for the transportation of the body to the city of Residence in Canada or the Country of Origin, including the preparation of the body for such transportation, subject to a maximum of $15,000.00 or up to $5,000.00 for cremation or burial of the remains at the place of death. The cost of a casket or urn is excluded.

Benefits payable under this part shall be limited to only one part of this policy in the event this benefit is contained in two or more parts of this policy.

**SPECIAL TRANSPORTATION BENEFIT**

If, as the result of Injury or Sickness, an Insured Person requires stretcher accommodation on a regularly scheduled airline for return to his province of Residence during an Emergency evacuation in accordance with the part titled "Evacuation Benefit", the Company will pay the necessary expense incurred, subject to a maximum of $5,000.00.

**MAXIMUM LIMIT OF INDEMNITY**

The total amount payable under this policy for reimbursement of all expenses which an Insured Person has incurred will not exceed the Maximum Limit of Indemnity stated in Section 2 of the Schedule.

**EXCLUSIONS**

This part of the policy does not cover loss, fatal or non-fatal, caused by or resulting from:

(a) pregnancy or complications thereof within eight weeks of the expected termination date of pregnancy, or at any time during the pregnancy if the Insured Person's medical history indicates a higher than normal risk of an early delivery or complications;

(b) declared or undeclared war or any act thereof;

(c) any loss as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;

(d) active full-time service in the armed forces of any country;

(e) suicide or any attempt thereat or intentionally self-inflicted Injury, while sane or insane;

(f) the commission or the attempt to commit a criminal act by the Insured Person;

(g) alcohol related illness or disease as a result of alcoholism or excessive consumption of alcohol;

(h) bodily Injury as a result of alcoholism, or regular or long term excessive consumption of alcohol;

(i) drug related illness or disease as a result of drug addiction or excessive use of drugs;

(j) bodily Injury as a result of drug addiction, or regular or long term excessive use of drugs;

(k) mental or emotional disorders, unless hospitalized;

(l) participation in professional sports, bodily contact sports, acrobatic or stunt flying, hang gliding, parachuting, skydiving, parasailing, rock climbing, mountain climbing, bungee jumping, scuba diving, or motorized speed contests;

(m) any loss incurred in a city, region, or country when, prior to the effective date or departure date to that destination,

i. the Department of Foreign Affairs and International Trade of the Canadian Government issued a written warning to avoid all travel to that city, region, or country;

ii. the Department of Foreign Affairs and International Trade of the Canadian Government issued a written warning to avoid non-essential travel to that city, region, or country, and such loss including Sickness or Injury is related or due to the reason for that warning.

If an Insured Person is already at that destination on the date the warning is issued, coverage will be provided for 5 days to allow the Insured Person to leave for a safe location;

(n) expenses incurred as a result of asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS related conditions (ARC) or the presence of HIV, including any associated diagnostic tests or charges;

(o) any ailment or condition for which an Insured Person undertakes a journey for the purpose of securing or with the intent of receiving medical attention, prescription drugs or medicine, or hospital services;

(p) a pre-existing condition whereby the Insured Person received Medical Treatment consultation, advice or required the use of medication within 120 days preceding the date the Insured Person left their province of Residence with the exception of a Chronic Condition which is under treatment and Stabilized by the regular use of prescribed medication.

This exclusion shall not apply to an Insured Person whose treatment was deemed, by the treating Physician or health care provider, as a routine follow up examination, nor shall it apply to an Insured Person whereby their use of medication is for a controlled and medically Supervised Condition, which was not medically compromised and whereby there was no change in either the medication or in frequency and usage, or dosage within the 120 days prior to departure.

Grandfathering Clause: Notwithstanding the above, an Insured Person who is insured under the existing and current policy in the 12 months period prior to the effective date of this policy will be covered for a Pre-existing Condition under treatment and Stabilized by the regular use of prescribed medication, inclusive of changes in medication, dosage or usage as prescribed, so long as the medical condition is the same for which the Insured Person was receiving treatment.

(q) any elective (non-Emergency) treatment or surgery:

i. not required for the immediate relief of acute pain and suffering;

ii. which medically could be delayed until the Insured Person has returned to his province of Residence;

iii. which the Insured Person elects to have rendered or performed outside his province of Residence following Emergency treatment for, or diagnosis of, a medical condition which on medical evidence would not prevent the Insured Person from returning to his province of Residence prior to such treatment or surgery.

**LIMITATIONS**

A. In case of confinement in a Hospital or Emergency surgery, the Company must be notified no later than 48 hours from the date of hospitalization or Emergency surgery. Failure to make such notification may limit coverage to a maximum of $10,000.00 for all expenses incurred.
B. The Company is not responsible for the availability, unavailability, quantity, quality or results of any medical services or treatment received, or for the failure to obtain such services or treatment when the Insured Person is back in his province of Residence.

**SUBROGATION CLAUSE**

The Insured Person agrees that the Company shall be subrogated to their rights to damages, to the extent of the benefits provided by this policy, for Injury that a third party is liable for or causes.

The Insured Person agrees to assign to the Company his claim against a liable party to the extent of the Company's payments, and shall not prejudice the Company's rights. Entering into a settlement or compromise arrangement with a third party without the Company's written consent shall be deemed to prejudice the Company's rights. The Insured Person must promptly advise the Company in writing whenever a claim against another party is made and shall further provide to the Company such additional information as is reasonably requested by the Company. The Insured Person agrees to fully cooperate in protecting the Company's rights against a third party.

## PART V - GENERAL PROVISIONS

### EFFECTIVE DATE OF INSURANCE OF AN INSURED PERSON

Each person who is eligible for insurance under this policy shall become an insured on the later of;

iv. With respect to the Insured Person;

(a) the effective date of this policy;

(b) the date the student becomes an eligible person, as specified in Section 1 of the Schedule.

v. With respect to an insured Spouse and/or insured Dependent Child;

(a) coincidence with the effective date of the Insured Person's insurance. Any future Dependent Children are automatically insured under the family coverage, subject to the definition of Dependent Child.

An Insured Person who is disabled on the effective date of coverage will only become eligible on the date he is attending classes. Spouses and Dependent Children who are hospitalized on their effective date of coverage will only become eligible on the date they are released from the Hospital.

**Early Arrival:** Insurance shall commence 30 days prior to the effective date stated on the application on file with the Insured Person, provided premium has been paid, if the Insured Person arrived prior to such effective date.

### TERMINATION OF INSURANCE OF AN INSURED PERSON

Insurance with respect to each Insured Person will immediately terminate on the earliest of the following dates:

A. With respect to the Insured Person:

(a) the date this policy is terminated;

(b) the premium due date if the Insured Person fails to pay the required premium for an Insured Person, except as the result of an inadvertent error;

(c) the date an Insured Person reaches 65 years of age;

(d) the date an Insured Person ceases to be enrolled as a student in a participating school except in the year of graduation from participating school. Coverage will terminate at the end of the policy period in the year of graduation.

(e) the date an Insured Person becomes eligible under either a Canadian federal and/or provincial health and hospitalization insurance plan;

(f) the date an Insured Person returns to his Country of Origin;

(g) the date an Insured Person withdraws from classes from participating school except in the year of graduation as per point (d)

B. With respect to the insured Spouse and/or insured Dependent Child:

(a) the date such person ceases to be an eligible person;

(b) the date an Insured Person's insurance is terminated; or

(c) the date such person becomes eligible under either a Canadian federal and/or provincial health and hospitalization insurance plan.

**If the Company has terminated the coverage of an Insured Person, an Insured Person cannot be reinstated without prior approval from the Company.**

Termination of the insurance of any Insured Person will not prejudice consideration of any claim submitted within 90 days of such termination as a result of Injury or Sickness which occurred prior to such termination. In the event the Insured Person is hospitalized as a result of Injury or Sickness prior to the termination of insurance, benefits will be paid provided treatment is continuous for such Injury or Sickness, subject to the terms and provisions of this policy in effect as of the date of the termination of insurance. However, benefits will not be payable for any expenses incurred after the Insured Person is no longer confined as an inpatient in a Hospital or deemed fit to travel back to their home country for ongoing care.

**OPT-IN PROVISION**

An Insured Person may elect family coverage at any time within 30 days of the effective date of insurance of the Insured Person. Family coverage will not be accepted if the Insured Person does not exercise this option within the 30-day period.

**OPT-OUT PROVISION**

An Insured Person may elect to opt out of coverage at any time within 30 days of the commencement of classes with the Insured Person, provided the Insured Person submits satisfactory proof of comparable alternate coverage to the Company for approval. The Company reserves the right to accept or decline any opt-out request at its sole discretion. There are no refunds provided after the opt out period has closed.

**REFUNDS**

Premiums are non-refundable once coverage has become effective, except as provided under the opt out provision of this policy.

**INADVERTENT ERROR**

The insurance of an Insured Person will not be prejudiced by the failure on the part of Alumo to transmit reports or comply with any of the provisions of this policy when such failure is due to inadvertent error or clerical mistake. This clause does not apply to claims reporting. Claims must be reported within the time frame specified in “Notice and Proof of Claim” under the part titled “General Provisions”.

**THE CONTRACT**

This policy includes endorsements, insertions, riders or attachments, if any, and the application for the contract if attached to the policy, constitutes the entire contract and no agent has authority to change the contract or waive any of its provisions.

**PROTECTION OF PERSONAL INFORMATION**

The Insured Person confirms that Personal Information disclosed to and used by the Company in connection with an application for insurance or insurance coverage of a person has been collected and is disclosed in accordance with Applicable Law, including, without limitation, Privacy Laws.

The Company and the Insured Person will comply with all obligations under the Privacy Laws. The Insured Person acknowledges receipt of the Company’s Privacy Policy (the “**Privacy Policy**”) attached as Appendix 1, setting out the Company’s standards in dealing with Personal Information and agrees to manage any Personal Information held by it on behalf of the Company in a manner consistent with the Privacy Policy. Additionally, the Insured Person agrees to abide by any privacy procedures relevant to it provided by the Company from time to time. Such procedures are intended to implement the principles set out in the Privacy Policy.

## WAIVER

The Company will be deemed not to have waived any conditions of this contract, either in whole or in part, unless the conduct of its employees or authorized representative reasonably causes the Insured Person to believe a requirement is excused, or the waiver is clearly expressed in writing and signed by a duly authorized officer of the Company.

## NOTICE AND PROOF OF CLAIM

The Insured Person or his agent, or a beneficiary entitled to make a claim, or his agent will:

(a) give written notice of claim to the Company;

  (i) by delivery thereof, or by sending it by registered mail to the Company at the address shown in the schedule

  (ii) by delivery thereof to an authorized agent of the Company in the province,

  not later than 30 days from the date of the Accident or commencement of Sickness,

(b) within 90 days from the date of the Accident or the commencement of Sickness for which the claim is made, furnish to the Company such proof as is reasonably possible in the circumstances of the Accident or the commencement of Sickness, and the loss occasioned thereby, and

(c) if so, required by the Company, furnish a satisfactory certificate as to the cause or nature of the Accident or Sickness for which claim may be made under the contract and as to the duration of such disability.

## FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed 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 6 months from the date of the Accident or commencement of Sickness, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

## TIME OF PAYMENT OF CLAIMS

Indemnities under this policy are payable for any loss other than loss for which this policy provides any periodic payment that will be paid immediately upon receipt of due written proof of such loss and requested medical records. Subject to due written proof of loss, all accrued indemnities for loss for which this policy provides periodic payment will be paid at the expiration of each four weeks during the continuation of the period for which the Company is liable, and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of due written proof.

## PAYMENT OF CLAIMS

All monies payable under this policy by the Company will be paid in Canadian currency in which premiums are paid.

## PHYSICAL EXAMINATION AND AUTOPSY

The Company at its own expense will have the right and opportunity to examine the person of any individual whose Injury or Sickness is the basis of claim when and as often as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

## INSPECTION OF RECORDS

The Insured Person will, from time to time, whenever requested by the Company during the term of this policy and for 12 months after its expiration, permit the Company to inspect all records of the Insured Person relating to this policy and all persons insured hereunder.

## LEGAL ACTION

No action at law or in equity will be brought to recover on this policy prior to the expiration of 60 days after written proof of loss has been furnished in accordance with the requirements of this policy. No such action will be brought after the expiration of 12 months (two years in Alberta and British Columbia, and three years in Quebec) after the time written proof of loss is required to be furnished.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

## SCHEDULE

**Section 1 - Insured Persons** – The following persons or categories of persons are Insured Persons under this policy.

| Classification of Insured Persons | Name or Category of Insured Persons |
|---|---|
| Class 1 | All Insured Persons of the Insured Person, their accompanying Spouse and accompanying Dependent Children, who are in good health, and have passed all medical requirements to enter Canada, and for whom the applicable premium has been paid. |

**Section 2 – Amount of Insurance**

Part II – Inpatriate Insurance

Maximum Limit of Indemnity: The maximum limit is $1,000,000 per Insured Person per policy year and the lifetime is $2,000,000.00.

Part III – Accidental Death and Dismemberment Insurance

| | | |
|---|---|---|
| Insured Person | $50,000.00 | Principal Sum |
| Spouse | $10,000.00 | Principal Sum |
| Each Dependent Child | $ 2,500.00 | Principal Sum |

**Section 3 - Description of Hazards**

The hazards against which insurance is provided under and subject to the provisions of this policy for each classification of Insured Persons are defined as follows:

**Coverage is not applicable while the Insured Person is in his Country of Origin.**

Part II – Inpatriate Insurance

Injury sustained or Sickness occurring with respect to the Insured Person during the period an Insured Person attends classes in Canada on behalf of the Insured Person while this policy is in force.

Part III – Accidental Death and Dismemberment Insurance

Injury sustained by the Insured Person during the period an Insured Person attends classes in Canada on behalf of the Insured Person while this policy is in force.

**SCHEDULE**

**Section 4 - Indemnity Payments**

Part II – Inpatriate Insurance

Unless otherwise indicated, all benefits will be paid to or at the direction of the Insured Person. Accrued benefits, if any, unpaid at the time of the Insured Person's death will be paid to his estate.

Part III – Accidental Death and Dismemberment Insurance

In the event that the Insured Person is a minor, all indemnities payable to the parent or guardian.

If the Insured Person is married, indemnity payable in the event of the loss of life of an Insured Person is payable to the Spouse, unless otherwise designated in writing and on file with the Administrator. If the Insured Person is not a minor and is unmarried, indemnity payable in the event of the loss of life of an Insured Person is payable to the parent, unless otherwise designated in writing and on file with the Administrator. If there is no such beneficiary designation, nor is there a parent, such indemnity is payable to the estate of the Insured Person. All other indemnities payable, including those payable for the insured Spouse and/or insured Dependent Children, are payable to the Insured Person, with the exception of indemnities payable under the following benefits:

- Bereavement Benefit
- Funeral Expense Benefit
- Day Care Benefit
- Identification Benefit
- Education Benefit
- Repatriation Benefit
- Family Transportation Benefit
- Spousal Retraining Benefit

Part VI – Inpatriate Insurance- Address & Claim Service

For all mail in claims referred to the company the mail in address is: 150 King St W Suite 602, Toronto, ON M5H 1J9.