# INTERNATIONAL STUDENTS TO CANADA

### **Updated November 2015**

Allianz Global Assistance (AGA) administers this policy. Allianz Global Assistance is the registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

Underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies.

This policy booklet must be accompanied by a Confirmation of Coverage to complete the contract.

# **Right to Examine Policy**

Please review this policy when *you* receive it to ensure it meets *your* needs.

*You* have 10 days after purchase to return this policy for a full refund, provided *your* coverage has not started. Please refer to the sections of the policy that explain when coverage starts.

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## Important Notice

Please read your policy carefully.

- It is important that *you* read and understand *your* policy before *you* travel as *your* coverage may be subject to certain limitations or exclusions.
- Costs incurred in your country of origin are not covered.
- *Your* insurance contains pre-existing condition exclusions. These exclusions apply to medical conditions and/or symptoms that existed on or before *your* departure date or *effective date*. Check to see how this applies in *your* coverage and how it relates to *your* departure date, purchase date and *effective date*.
- In the event of an *accident*, *injury* or *sickness*, *your* prior medical history may be reviewed when a claim is reported.
- In the event of a medical *emergency*, *you* must notify AGA Emergency Assistance within 24 hours of admission to a *hospital* and before any surgery is performed.
- Failure to notify AGA Emergency Assistance as required will delay the processing and payment of *your* claim and may limit the amount of *your* claim payment.
- If *you* are ineligible for coverage, the *insurer's* only liability will be to refund any premium paid. Please check *your* confirmation of coverage to ensure *you* have the coverage options *you* require. Payment will be limited to the coverage options *you* selected and paid for at the time of application. *You* will be responsible for any expenses that are not payable by the *insurer*.

### To help you better understand your policy

Key terms in this policy are printed in *bold italics* and are defined in the Definitions section on pages 7 to 8.

### What am I covered for?

To find out what *your* coverage is, please refer to *your* confirmation of coverage and read the section titled Benefits.

### What is not covered?

This policy does not cover everything. *Your* policy has exclusions, conditions and limitations. *You* should read *your* policy carefully when *you* receive it, so that *you* are aware of, and understand, the limits of *your* coverage.

### How do I make a claim?

Notify AGA as soon as possible in the event of an *emergency*.

Where possible, AGA will arrange to pay the provider directly.

To submit a claim under this policy, *you* will need to send a completed claim form (with all original bills attached) to AGA. Please take care in filling out the form, as any missing information may cause delay. See Claims Procedures on page 10 for details.

### Is my personal information protected?

*We* are committed to protecting the privacy, confidentiality and security of the personal information *we* collect, use and disclose. *Your* personal information, including *your* medical history, will be collected, used and disclosed only for the purpose of providing *you* with the requested insurance services. For a copy of AGA's privacy policy, please contact *us* or visit <u>www.allianz-assistance.ca</u>.

### What if my travel plans change?

*You* must contact *your* insurance representative to make any changes to *your* insurance.

### I want to stay longer. Can I extend my coverage?

Yes, *you* can, subject to policy terms and conditions. Just call *your* insurance representative or AGA (during business hours) before coverage under *your* policy expires.

See Extending Your Trip on page 9 for details.

#### Assistance

*We* will use *our* best efforts to provide assistance for a *sickness* or *injury* arising anywhere in the world. However, AGA, the *insurer*, and their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for the failure of any person to provide or obtain medical services.

### ELIGIBILITY

To be eligible for coverage, you must:

- a) be a *student*; or
- b) be a *dependent child* or the *spouse* of an eligible *student*; and
- c) as of the *effective date*, be less than 60 years of age; and
- d) not be insured or eligible for benefits under a Canadian government health insurance plan; and
- e) be in good health at the time *you* purchase *your* policy and on the date *you* exit *your country of origin*, and know of no reason to seek *medical consultation* during the *period of coverage*.

### Start of Coverage

Coverage starts on the later of:

- a) the date indicated as the effective date on *your* confirmation of coverage; or
- b) the first time you exit your country of origin.

### Waiting Period

Coverage for losses resulting from any *sickness* will begin 48 hours after the *effective date* if *you* purchase *your* policy:

- a) after the *expiry date* of an existing AGA administered policy; or
- b) after you exit your country of origin.

Any *sickness* that manifests itself during the 48-hour waiting period is not covered even if expenses are incurred after the 48-hour waiting period.

### **End of Coverage**

Coverage ends on the earlier of:

- a) the date indicated as the expiry date on *your* confirmation of coverage; or
- b) the date *you* become insured under a Canadian government health insurance plan.

## **Insuring Agreement**

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations, exclusions and other provisions of this policy, the *insurer* will pay the *reasonable and customary* costs for eligible expenses incurred during the *period of coverage* while outside *your country of origin*, up to the amounts specified in this policy.

Payment is limited to the amounts specified under each coverage option. Some benefits are subject to advance approval by AGA.

*You* will be responsible for any expenses that are not payable by the *insurer*.

# Summary of Benefits

Sum insured\$2 million		
Emergency Hospital confinement and		
Medical Servicesup to overall maximum		
Chiropractor, osteopath, podiatrist/chiropodist,		
naturopath, acupuncturist or		
physiotherapist\$600 per profession		
Ambulance Servicesup to overall maximum		
Prescription Medicationup to a 30-day supply		
Transportation of Family or Friend\$5,000		
Return of Deceased\$15,000		
Cremation at place of death\$5,000		
Dental (accident)\$5,000		
Dental (other than direct blow to face)\$600		
Dental (wisdom teeth)\$100/tooth		
Emergency Transportation /		
Return Homeup to overall maximum		
MaternityStandard Option: up to \$1,000 Enhanced Option: up to \$10,000		
Physical Examination\$250 per 12-month period		
Eye Examinationone visit per 12-month period		

Tutorial Services	\$20/hour up to \$500
Psychologist and Psychiatric Care (	Enhanced Option only)
up	to \$10,000 for outpatient
u	p to \$1,000 for inpatient
Accidental Death & Dismembermen	ntup to \$15,000

# **DESCRIPTION OF COVERAGE**

- 1. Subject to the terms, conditions, limitations, exclusions and other provisions of this policy, the *insurer* will pay the *reasonable and customary* costs incurred unexpectedly as a result of *your sickness* or *injury* occurring as a result of an *emergency* during the *period of coverage* while outside *your country of origin*, up to the amounts specified in this policy.
- 2. Costs incurred outside of Canada other than in *your country of origin* are covered provided the majority of the *period of coverage* is spent in Canada. In addition, trips to the United States are limited to 30 days per *period of coverage*.
- 3. Your policy will remain in effect while *you* are in *your country of origin*, however costs incurred in *your country of origin* are not covered.
- 4. If *you* have been returned to *your country of origin* under the Emergency Return Home benefit, this policy will expire.

## **BENEFITS**

### **Emergency Hospital**

The *insurer* agrees to pay for *hospital* accommodation, including semi-private room, and for *reasonable and customary* services and supplies necessary for *your emergency* care during confinement as a resident inpatient.

### **Emergency Medical**

The *insurer* agrees to pay for the following services, supplies or *treatment*, when provided by a health practitioner who is not related to *you* by blood or marriage:

- a) The services of a legally licensed *physician*, surgeon, or anaesthetist.
- b) When declared *necessary* by the attending *physician* at the time of the *emergency*, additional follow-up visits, provided they are directly related to the *emergency* and the *emergency* has been reported to AGA.
- c) Diagnostics, lab tests and/or X-ray examinations as ordered by a *physician* for the purpose of diagnosis.
- d) Up to an *aggregate limit* of \$10,000, for:
  - The use of a licensed local land or sea ambulance to the nearest *hospital*. If an ambulance is *necessary* but is unavailable, the *insurer* will reimburse up to \$100 for taxi expenses.
  - Private duty services of a registered graduate nurse (who is not related to *you* by blood or marriage) when ordered by a *physician* approved in advance by AGA.
  - iii. When ordered by a *physician*, rental of crutches, wheelchair or hospital-type bed (standard nonelectric model only), not exceeding the purchase price; the cost of splints, trusses, braces or other approved prosthetic appliances; initial purchase of casts; artificial limbs, eyes or other approved

prosthetic or medical appliances when approved in advance by AGA.

- iv. When ordered by a *physician*, oxygen and rental of equipment for its administration.
- v. When ordered by a *physician*, blood and blood plasma, except when donated.
- e) The services of the following legally licensed practitioners when ordered by the attending *physician* as *treatment* for a covered *sickness* or *injury*:
  - i. chiropractor;
  - ii. osteopath;
  - iii. podiatrist/chiropodist;
  - iv. naturopath;
  - v. acupuncturist;
  - vi. physiotherapist.

Not to exceed \$600 per profession per calendar year.

- f) *Emergency* out-patient services provided by a *hospital*.
- g) When not hospitalized as an in-patient, drugs or medications that require a *physician's* written prescription, not exceeding a 30-day supply. The morning after pill is limited to one prescription per *period of coverage*.

### Transportation of Family or Friend

The *insurer* agrees to pay up to a maximum of \$5,000 for the cost to transport up to two bedside companions (*your family member* or close friend) by round-trip economy class (using the most direct route) if:

- a) *you* are hospitalized due to a covered *sickness* or *injury*, and the attending *physician* advises that *your family member* or close friend's attendance is necessary; or
- b) the local authorities legally require the attendance of your family member or close friend to identify your remains in the event of your death due to a covered sickness or injury.

Benefits are payable only when approved in advance by AGA.

In addition, the *insurer* agrees to reimburse up to a maximum of \$1,500 for the following expenses incurred by *your family members* or close friend(s) after arrival:

- a) commercial accommodation and meals; and
- b) essential telephone calls; and
- c) taxi fares.

Expenses must be supported by original receipts from commercial organizations.

### **Return of Deceased (Repatriation)**

In the event of *your* death due to a covered *sickness* or *injury*, the *insurer* agrees to reimburse:

- a) up to \$15,000 for costs incurred to prepare and return *your* remains in a standard transportation container to *your country of origin*; or
- b) up to \$5,000 for cremation or burial of *your* remains at the place of death.

The cost of a funeral service, coffin or urn is not covered.

### Dental

The *insurer* agrees to reimburse:

- a) up to \$5,000 for *emergency treatment* or services to whole or sound natural teeth (including capped or crowned teeth) which are damaged as a result of an *accidental* blow to the face; and
- b) up to \$600 for the immediate relief of acute dental pain caused by other than a direct blow to the face and for which *you* have not previously received *treatment* or advice; and
- c) up to \$100 per tooth for dental and/or oral surgical procedures which are *necessary* for the extraction of impacted wisdom teeth.

Reimbursement will not exceed the minimum fee specified in the Canadian Dental Association schedule of fees of the province or territory where *treatment* was received. *Treatment* relating to any dental claim must begin within

48 hours after the onset of the *emergency* and must be completed within the *period of coverage* and prior to *your* return to *your country of origin*.

*Treatment* must be performed by a legally qualified dentist or oral surgeon.

### **Emergency Transportation / Return Home**

When *necessary*, the *insurer* agrees to transport *you* to the nearest appropriate medical facility or to *your country of origin* when immediate *medical consultation* is required due to a covered *emergency sickness* or *injury*. Any *emergency* transportation such as air ambulance, one-way economy airfare, stretcher and/or a medical attendant must be pre-approved and arranged by AGA.

### **Maternity (Standard Option)**

The *insure*r agrees to reimburse the costs incurred by the mother for pre-natal care, miscarriage, or related complications.

The amount payable for all eligible expenses under this benefit is limited to \$1,000 for expenses incurred in any consecutive 12-month period starting on the date the first pregnancy-related expense is incurred.

The expected delivery date must be more than 10 months after the *effective date*. For multiple AGA administered policies with no lapse in coverage, the expected delivery date must be more than 10 months after the *effective date* of the initial policy purchased.

Enhanced Option benefit limits will only be payable if the Enhanced Option was in effect when *you* became pregnant and has remained in effect since that time; otherwise, the Standard Option benefit limits will apply.

### Maternity (Enhanced Option)

The *insure*r agrees to reimburse the costs incurred:

- a) by the mother for pre-natal care, childbirth or miscarriage, or related complications.
- b) for routine new-born nursing care up to 14 days following birth.

Newborns can be covered at 15 days of age if a completed application and premium is accepted by AGA or its representative and written approval is given by AGA. The amount payable for all eligible expenses under this benefit is limited to \$10,000 for expenses incurred in any consecutive 12-month period starting on the date the first pregnancy-related expense is incurred. The expected delivery date must be more than 10 months after the *effective date*. For multiple AGA administered policies with no lapse in coverage, the expected delivery date must be more than 10 months after the *effective date* of the initial policy purchased.

Enhanced Option benefit limits will only be payable if the Enhanced Option was in effect when *you* became pregnant and has remained in effect since that time; otherwise, the Standard Option benefit limits will apply.

### **Physical Examination**

The *insurer* agrees to reimburse up to \$250 for one routine examination by a *physician*, including any related tests and laboratory fees.

This benefit is limited to one visit in any consecutive 12month period, provided coverage with AGA has been purchased for a minimum of 12 consecutive months with no lapse in coverage.

### **Eye Examination**

The *insurer* agrees to reimburse the services of a registered optometrist for diagnostic procedures to determine the presence of any observed abnormality in the visual system.

This benefit is limited to one visit in any consecutive 12month period, provided coverage with AGA has been purchased for a minimum of 12 consecutive months with no lapse in coverage.

### **Tutorial Services**

If, as the result of a covered *sickness* or *injury*, the attending *physician* expects that *you* will be hospitalized or confined to *your* home for 30 or more consecutive school days, the *insurer* agrees to reimburse up to \$20 per hour to a maximum of \$500 for the costs of a qualified private tutorial service arranged by *your* school.

### Psychologist and Psychiatric Care (Enhanced Option only)

The *insure*r agrees to reimburse the expenses incurred for *treatment* of mental, nervous or emotional disorders, including trauma counselling, as follows:

- a) inpatient hospitalization, up to a lifetime maximum of \$10,000; and
- b) outpatient consultation, up to a maximum of \$1,000 in any 12 consecutive month period.

### Accidental Death & Dismemberment

Subject to the policy terms and conditions, the *insurer* agrees to pay up to the sum insured indicated on *your* confirmation of coverage, for loss of life, limb or sight resulting directly from *accidental injury*, occurring during the *period of coverage*, except while boarding, riding in, or alighting from a *common carrier*.

The total *aggregate limit* for all losses under Accidental Death & Dismemberment is \$10 million.

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same *accidental injury* for loss of:
  - i. life; or
  - ii. entire sight of both eyes; or
  - iii. both hands; or
  - iv. both feet; or
  - v. one hand and entire sight of one eye; or
  - vi. one foot and entire sight of one eye.

- b) 50% of sum insured resulting from the same *accidental injury* for loss of:
  - i. entire sight of one eye; or
  - ii. one hand; or
  - iii. one foot.

Loss of hand or hands, or foot or feet means severance

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

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

### **Exposure and Disappearance**

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

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

## SPECIFIC CONDITIONS

1. In the event of a medical *emergency*, *you* must notify AGA within 24 hours of admission to a *hospital* and before any surgery is performed.

### Limits on Coverage

If *you* fail to do so without reasonable cause, then AGA will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

*You* will be responsible for any expenses that are not payable by the *insurer*.

2. AGA reserves the right, as reasonably required and at its expense, to transfer *you* to any *hospital* or to transport *you* to *your country of origin* following an *emergency*.

If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility.

Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *period of coverage*.

### 3. Act of Terrorism - Limits on Coverage and Aggregate Limit

When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other policy limits, coverage will be provided as follows:

- a) As a result of any one or a series of *acts of terrorism* occurring within a 72-hour period, the *aggregate limit* payable shall be limited to \$2.5 million for all eligible insurance policies issued and administered by AGA, including this policy.
- b) As a result of any one or a series of *acts of terrorism* occurring in any calendar year, the *aggregate limit* payable shall be limited to \$5 million for all eligible policies issued and administered by AGA, including this policy.

The amount payable for each eligible claim under (a) and (b) above are in excess of all other sources of recovery and shall be reduced on a pro rata basis, so that the total amount paid for all such claims shall not exceed the respective *aggregate limit* which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

4. General Provisions of this policy apply. Refer to page 9.

# EXCLUSIONS

### **IS1 Pre-existing Conditions Exclusion**

### **Standard Option**

Benefits are not payable for costs incurred due to any *sickness* or *injury* or medical condition, whether or not diagnosed by a *physician*:

- a) for which *you* exhibited *signs or symptoms*; or
- b) for which *you* required or received *medical consultation*; and
- c) which existed prior to the *effective date* of *your* coverage.

### **Enhanced Option**

Benefits are not payable for costs incurred due to or resulting from any *sickness* or *injury* or medical condition or related condition that was not *stable* at any time during the 90 days immediately before the *effective date*.

**IS2** Benefits are not payable for costs incurred due to any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, unless approved in advance by AGA.

**IS3** Benefits are not payable for any costs incurred due to any *sickness* for which *signs or symptoms* occurred within 48 hours after the *effective date*, except when applying for coverage:

- a) before the *expiry date* of *your* existing AGA administered policy; or
- b) prior to the date *you* exit *your country of origin*.

**IS4** Benefits are not payable for costs incurred due to any loss incurred outside of Canada when *you* have not spent the majority of the *period of coverage* in Canada.

**IS5** Benefits are not payable for costs incurred due to any loss incurred inside *your country of origin*.

**IS6** Benefits are not payable for costs or losses incurred while sane or insane due to:

- a) *your* emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression, except as specifically provided under Psychologist and Psychiatric Care; or
- b) your suicide or attempted suicide; or
- c) *your* intentional self-inflicted injury.

**IS7** Benefits are not payable for costs incurred due to pregnancy, abortion, miscarriage, childbirth or complications thereof except as specifically provided under Maternity.

**IS8** Benefits are not payable for costs incurred due to loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that the medical condition causing the loss was in any way contributed to by:

- a) your abuse of alcohol; or
- b) your use of prohibited drugs or any other intoxicant; or
- c) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or
- d) your misuse of medication.

**IS9** Benefits are not payable for costs incurred due to *injury* resulting from training for, competing or participating in:

- a) motorized speed contests; or
- b) stunt activities; or
- c) *professional* sport activities; or
- d) high-risk activities.

**IS10** Benefits are not payable for costs incurred due to *sickness* or *injury* resulting from a motor vehicle *accident* where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance, except when such benefits are exhausted.

**IS11** Benefits are not payable for costs incurred due to any *sickness, injury* or medical condition when a *trip* is undertaken for the purpose of securing medical *treatment*.

**IS12** Benefits are not payable for costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**IS13** Benefits are not payable for costs incurred due to any *treatment* which can be reasonably delayed until *you* return to *your country of origin* (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by AGA.

**IS14** Benefits are not payable for costs incurred due to any *medical consultation* that is non-*emergency*, on-going elective or the consequence of a prior elective procedure, except as specifically provided under Physical Examination and Eye Examination.

**IS15** Benefits are not payable for costs incurred due to hospitalization or services rendered in connection with general health examinations for check-up purposes, *treatment* of an on-going condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, or on-going care or *treatment* in connection with drugs, alcohol or any other substance abuse.

**IS16** Benefits are not payable for costs incurred due to learning or educational assessments.

**IS17** Benefits are not payable for costs incurred due to any rehabilitation or convalescent care.

**IS18** Benefits are not payable for costs incurred due to dental or cosmetic surgery, except as specifically provided under Dental.

**IS19** Benefits are not payable for costs incurred due to holistic *treatment*.

**IS20** Benefits are not payable for costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

**IS21** Benefits are not payable for costs incurred due to *treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

**IS22** Benefits are not payable for costs incurred due to any *sickness* or *injury* when such *sickness* or *injury* occurs in a city, region, or country for which the Department of Foreign Affairs and International Trade of the Canadian Government issued a written warning prior to the *effective date* to avoid all travel, or to avoid non-essential travel, to that city, region, or

country, and such *sickness* or *injury* is related to or due to the reason for the warning.

**IS23** Benefits are not payable for costs incurred due to any:

- a) act of war; or
- b) kidnapping; or
- c) act of terrorism caused directly or indirectly by *nuclear, chemical or biological* means; or
- d) riot, strike or civil commotion; or
- e) unlawful visit in any country.

**IS24** Benefits are not payable for costs incurred due to any nuclear occurrence, however caused.

**IS25** Benefits are not payable for costs incurred due to the participation by *you* or a *family member* in:

- a) protests; or
- b) armed forces activities; or
- c) a commercial sexual transaction; or
- d) the commission or attempted commission of any criminal offence; or
- e) the contravention of any statutory law or regulation in the area where the loss occurred.

**IS26** Benefits are not payable for costs incurred due to being an occupant of an aircraft, either as passenger or crew, except while being transported under the terms of the Emergency Transportation/Return Home benefit, or while boarding or alighting from an aircraft.

**IS27** Benefits are not payable for costs incurred due to dental care, services or supplies, except as specifically provided under Dental.

**IS28** Benefits are not payable for eye glasses, contact lenses, hearing aids and/or prescriptions for any of these items, unless required as the result of an *injury*.

**IS29** Benefits are not payable for costs incurred due to the purchase of:

- a) medications or drugs not approved for use by the appropriate government authority; or
- b) patent or proprietary medications when a generic equivalent is available in the marketplace; or
- c) vitamins or vitamin preparations; or
- d) drugs or medications which can be purchased over the counter without a *physician's* written prescription; or
- e) acne medications; or
- f) nicotine resin products; or
- g) dietary supplements or weight loss products; or
- h) quantities of any drug or medication which exceed a 30day supply within one month prior to the *expiry date*; or
- i) contraceptives prescribed for any purpose, with the exception of the morning after pill, which is limited to one per *period of coverage*; or
- j) contraceptive consultation or testing; or
- k) fertility drugs or testing; or
- l) drugs, medications, or other costs paid for by any other agency; or
- m) experimental drugs or preventative medications; or
- n) drugs purchased prior to the *effective date*; or
- o) vaccines or vaccinations.

# Definitions

Accident(al) means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

Act of war means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of: war; invasion; acts of foreign enemies; hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents; civil war; rebellion; revolution; insurrection; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power.

**Aggregate limit** means the total number or the maximum value of insured losses resulting from any one *accident* or event causing loss.

**Commercial accommodation** means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction.

**Common carrier** means a licensed carrier offering its transportation services to paying passengers at published rates and scheduled times.

**Country of origin** means the country in which *you* maintained a permanent residence prior to entry into Canada or, if different, the country which issued *your* passport. If *you* have more than one passport, country of origin will be the country *you* indicated as such when applying for this insurance.

Dependent children means your unmarried children who:

- a) reside with *you*; and
- b) are financially dependent on you; and
- c) are at least 15 days old and no more than 21 years old.

Effective date means the later of:

- a) the date indicated as the effective date on *your* confirmation of coverage; or
- b) the first time *you* exit *your country of origin*.

If *you* purchase *your* policy after *you* have exited *your country of origin*, any *sickness* that manifests itself during the first 48 hours after the effective date is not covered even if related expenses are incurred after the 48-hour waiting period.

**Emergency** means a sudden, unforeseen *sickness* or *injury* occurring during the *period of coverage* while *you* are outside *your country of origin*, which requires immediate intervention by a *physician* or legally licensed dentist and cannot reasonably be delayed. An *emergency* is deemed to no longer exist when medical evidence indicates that *you* are able to continue *your trip* or return to *your* place of ordinary residence or *country of origin*. Costs incurred in *your country of origin* are not covered.

Expiry date means the earlier of:

- a) the date indicated as the expiry date on *your* confirmation of coverage; or
- b) the date *you* become eligible for coverage under a Canadian government insurance health plan.

**Family member** means *your spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

Heart condition includes angina or chest pain, arrhythmia, arteriosclerosis, atrial fibrillation, congenital heart defect, congestive heart failure, cardiomyopathy, carotid artery occlusion, heart attack (myocardial infarction), heart murmur, irregular heart rate or beat, any other condition relating to the heart or cardiovascular system.

**High-risk activity(ies)** includes any skiing or snowboarding out of bounds, ski jumping, sky-diving, sky-surfing, scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres), white water rafting (except grades 1 to 4), street luge, skeleton activity, *mountaineering*, or participation in any rodeo activity.

**Hospital** means a facility incorporated or licensed as a hospital by the jurisdiction where such services are provided and which has accommodation for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician*. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or emotional disorders.

**Injury** means bodily harm, which is directly caused by or resulting from an *accident*, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of *sickness* and all other causes.

**Insured person** means an eligible person who has been accepted by AGA or its authorized representative, and has paid the required premium for a specific plan of insurance.

**Insurer** means CUMIS General Insurance Company, a member of The Co-operators group of companies.

Lung/respiratory condition includes asbestosis, bronchial asthma, bronchiectasis, chronic asthma, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, pulmonary embolism, pulmonary fibrosis, sleep apnea (using a CPAP machine), tuberculosis.

**Medical consultation** means any medical services obtained from a licensed medical practitioner for a *sickness, injury* or medical condition, including but not limited to any or all of: history taking, medical examination, investigative testing, advice or treatment, and during which a diagnosis of the condition need not have been definitively made. This does not include regular medical check-ups where no medical *signs or symptoms* existed between check-ups or were found during the check-up. **Medical/Dental Association schedule of fees** means the official schedule of fees published by the medical/dental association, society or college of the province or territory in which the *treatment* or service occurred. If the province or territory does not publish an official schedule of fees, benefits payable under this policy will be in accordance with the provincial medical/ dental association schedule of fees in Canada closest to where the treatment or service occurred.

**Minor ailment** means means a *sickness* or *injury* which ended more than 30 days prior to the *effective date* and which did not require:

- a) *treatment* for a period longer than 15 consecutive days; or
- b) more than one follow-up visit to a *physician*; or
- c) hospitalization, surgery, or referral to a specialist.

**Mountaineering** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pick axes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

**Necessary** means medically required *treatment* for an unexpected *sickness* or *injury*.

**Nuclear, chemical or biological** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- Nuclear means any occurrence causing bodily *injury*, *sickness*, disease, or death, or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- **Biological agent** means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

**Period of coverage** means the period from the *effective date* to the *expiry date* as indicated in this policy and for which premium has been paid.

**Physician** means a person other than *you*, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to *you* by blood or marriage.

**Professional** means *you* are considered professional by the governing body of the sport and are paid for *your* participation whether *you* win or lose.

**Reasonable and customary** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or paid fee in the geographical area where the services are provided or costs are incurred for comparable *treatment*, services or supplies for a similar *sickness* or *injury*.

Sickness means any illness or disease.

**Signs or symptoms** means any evidence of disease experienced by *you* or recognized through observation.

**Spouse** means a person who is legally married to *you*, or a person who has been living with *you* in a common-law relationship for a period of at least 12 consecutive months.

**Stable** describes any medical condition or related condition, including any *heart condition* or *lung/respiratory condition*, for which:

- a) there has been no new *treatment*; and
- b) there has been no change in *treatment* or change in *treatment* frequency or type; and
- c) there have been no *signs or symptoms* or new diagnosis; and
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization; and
- f) there has been no referral to a specialist (made or recommended) and *you* are not awaiting surgery or the results of further investigations performed by any medical professional.

The following are also considered stable:

- a) Routine (not prescribed by a *physician*) adjustment of insulin to control diabetes provided the insulin was not first prescribed during the time period specified in the Pre-Existing Conditions Exclusion of this policy.
- b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the time period specified in the Pre-Existing Conditions Exclusion of this policy and there is no increase or decrease in dosage.
- c) A minor ailment.

### Student means a person:

- a) whose *country of origin* is not Canada and who is residing in Canada on a temporary basis; and
- b) who:
  - i. is registered at a school, college, university or other governmentally accredited educational institution in Canada and attends classes as a full-time student, as defined by the institution; or
  - ii. remains in Canada for up to one year immediately after completion of studies as described above, and who is working or has applied to work in a field related to the studies completed.

**Terminal** applies to a medical condition for which a *physician* gave a prognosis of eventual death or for which palliative care was received prior to the *effective date*.

**Treatment** means medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing or surgery.

**Trip** means a period during which *you* are travelling outside of *your country of origin* and for which coverage is in effect.

**We**, **us** and **our** means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or AZGA Service Canada Inc. o/a Allianz Global Assistance (AGA).

You or your means the *insured person*.

# **General Provisions**

### Assignment

Any benefits payable or which may become payable under this policy cannot be assigned by *you*, and the *insurer* is not responsible for and will not be bound by any assignment entered into by *you*.

### Automatic Extension of Coverage

1. **Delay of conveyance.** Coverage will be automatically extended for up to 72 hours in the event of a delay, due to circumstances beyond *your* control, of the conveyance in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the coverage *expiry date* and the conveyance must be due to arrive prior to the coverage *expiry date*.

**Conveyance** means a vehicle, airline, bus, train, or government-operated ferry system.

- 2. **Medically unfit to travel.** Coverage will be automatically extended for up to 5 days if medical evidence supports that *you* are medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.
- 3. **Hospitalization.** Coverage will be automatically extended during the period of *hospital* confinement, plus 5 days after release to travel home, if *you* are hospitalized at the end of *your trip* as a result of a covered *injury* or *sickness*.

Additional premium will not be required for any automatic extension of coverage.

### **Benefit Payments**

Unless otherwise stated, all provisions in this policy apply to each *insured person* during one *period of coverage*. Benefits are only payable under one policy for each *insured person* during the *period of coverage*.

If more than one AGA administered policy is in effect at the same time, benefits will only be paid under one insurance policy, the one with the greatest sum insured. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by AGA at the time of application, and indicated on *your* confirmation of coverage.

Any benefits payable do not include interest charges.

Benefits payable as a result of *your* death will be payable to *your* named beneficiary or to *your* Estate.

### **Claim Submission**

*You* or the claimant, if other than *you*, shall be responsible for providing AGA with the following:

- 1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
- 2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
- 3. substantiating medical documentation, at the request of AGA.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

### Contract

The application, completed medical questionnaire, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract. Each policy or term of coverage is considered a separate contract.

# AGA reserves the right to decline any application or any requests for extensions of coverage.

No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by AGA.

### **Coordination of Benefits**

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to *you*. Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group or individual basic or extended health insurance;
- any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

*You* may not claim or receive in total more than 100% of the loss caused by the insured event.

### Currency

All amounts stated in the policy including premium are in Canadian dollars. At the option of AGA, benefits may be paid in the currency of the country where the loss occurred.

### **Extending Your Trip**

If *you* decide to extend *your trip*, *you* may apply for a new *period of coverage* provided *you* meet the Eligibility requirements of the new policy.

If *you* have incurred a claim, *we* will review *your* file before deciding on granting an extension.

Each policy or term of coverage is considered a separate contract.

AGA reserves the right to decline any request for new terms of coverage.

### **General Terms**

Policy terms and conditions are subject to change with each new policy purchased, without prior notice, to reflect actual experience in the marketplace.

### **Governing Law**

This policy will be governed by the laws of the Canadian province or territory where the policy was issued.

### Language

The parties request that the policy and all related documentation be drawn in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

### Limit on Liability

It is a condition precedent to liability under this policy that at the time of application and on the *effective date*, *you* are in good health and know of no reason to seek medical attention.

### Limitation of Action

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

### **Misrepresentation or Nondisclosure**

*Your* failure to disclose or misrepresentation of any material fact, or fraud, either at the time of application or at the time of claim, shall render the entire contract null and void at the option of the *insurer*, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this policy, the premiums will be adjusted according to *your* correct age.

### Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for *your* age on the effective date of this policy as indicated on *your* confirmation of coverage.

### **Rights of Examination**

The claimant shall provide AGA with the opportunity to examine *you* when and so often as it reasonably requires while a claim is pending. In the case of *your* death, AGA may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

### Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the policy, *you* agree to:

- a) reimburse *us* for all *emergency* medical and *hospital* costs paid under the policy from any amounts *you* receive from a third party responsible (in whole or in part) for *your injury* or *sickness* whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover *your* damages, which include *emergency* medical and *hospital* costs paid under the policy;
- c) include all *emergency* medical and *hospital* costs paid under the policy in any settlement agreement *you* reach with the third party;
- d) act reasonably to preserve *our* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;
- e) keep *us* informed of the status of any legal action against the third party; and
- f) advise *your* counsel of *our* right to reimbursement under the policy.

**Your** obligations under this section of the policy in no way restricts **our** right to bring a subrogated claim in **your** name against the third party and **you** agree to cooperate with **us** fully should **we** choose to exercise **our** right of subrogation.

### Time

Expiry time of coverage is the time within the Canadian time zone where the coverage was purchased.

## **Premium Refunds**

A full refund will be provided for policies which are returned within 10 days of purchase, as described in the section titled Right To Examine Policy.

### Refunds are payable when:

- 1. The *student* fails to meet visa eligibility requirements.
- 2 *You* return to *your country of origin* prior to *the expiry date*, without intending to return to Canada, 30 days or more before the *expiry date*.
- 3. *You* become insured under a Canadian provincial or territorial health/medical plan.

# When submitting *your* premium refund request, please include:

- 1. a fully completed and signed Refund Request Form; and
- 2. a copy of *your* confirmation of coverage; and
- 3. confirmation of *your* early departure such as boarding pass or itinerary, or any other written proof of *your* early return to *your country of origin*; and
- 4. any other documentation to support *your* refund request.

### **Important Note**

Premium refunds, regardless of method of payment, must be obtained from the representative where coverage was originally purchased unless purchased directly from AGA.

There will be no refund of premium if a claim has been made.

Refunds are payable from the date *we* receive the request.

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the policy was in effect; if this amount is less than the minimum premium required, the minimum premium will be used. This amount is then subtracted from the total premium paid.

Refund amounts less than the minimum premium will not be issued.

## **Claims Procedures**

Claims forms are available by calling *our* Claims Department. **SEND YOUR CLAIMS TO:** 

### **Allianz Global Assistance Claims Department**

250 Yonge Street, Suite 2100 Toronto, Ontario M5B 2L7 Canada Collect worldwide: 416-340-8809 Toll-free Canada/U.S.A.: 1-800-869-6747

- 1. Notice of Claim. Claims must be reported within 30 days of occurrence.
- 2. **Proof of Claim.** Written proof of claim must be submitted within 90 days of occurrence.

- 3. Any costs incurred for documentation or required reports are *your* or the claimant's responsibility.
- 4. To submit *your* claim, fill out the claim form completely and include all original bills. Incomplete information will cause delay.
- 5. All eligible claims must be supported by original receipts from commercial organizations.

# When submitting *your* Emergency Hospital & Medical claim, please include:

- 1. A fully completed and signed claim form with all original bills and receipts from commercial organizations.
- 2. Medical records including an emergency room report and diagnosis from the medical facility or a Medical Certificate completed by the treating *physician*. Any fee for completion of the certificate is not a benefit under this insurance.
- 3. For physiotherapy visits, a letter from the referring *physician* recommending a referral to the physiotherapist.
- 4. Any other documentation that may be required and/or requested by AGA.

### Important Note

- In the event of a medical *emergency*, *you* must notify AGA Emergency Assistance within 24 hours of admission to a *hospital* and before any surgery is performed. Limits on Coverage
- If *you* fail to do so without reasonable cause, then AGA will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.
- *You* will be responsible for any expenses that are not payable by the *insurer*.

# When submitting your Accidental Death & Dismemberment claim, please include:

- A fully completed and signed claim form by either *you*, or in the case of *your* death, by the appointed executor/ executrix.
- 2. The police report including any witness statements.
- 3. The coroner's report.
- 4. The death certificate.
- 5. The Medical Certificate completed by the attending *physician* or *hospital* medical records.
- 6. Any other documents requested by AGA after initial review of the claim.

# **Statutory Conditions**

Despite any other provision contained in the contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.

### Administered by:

AZGA Service Canada Inc. o/a Allianz Global Assistance 2100 - 250 Yonge Street Toronto, Ontario M5B 2L7 Canada

### Underwritten by:

CUMIS General Insurance Company P.O. Box 5065, 151 North Service Road Burlington, Ontario L7R 4C2 Canada

## **Emergency Procedures**

In the event of a medical *emergency*, *you* must notify AGA Emergency Assistance within 24 hours of admission to a *hospital* and before any surgery is performed.

### Limits on Coverage

If *you* fail to notify AGA without reasonable cause, then AGA will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

*You* will be responsible for any expenses that are not payable by the *insurer*.

*We* are here to help. *Our* service is available 24 hours a day, 7 days a week. AGA Emergency Assistance also provides support and recommendations for non-medical emergencies, providing *you* with access to resources to help resolve any unexpected difficulties *you* encounter during *your trip*.

# For 24/7 emergency assistance call Allianz Global Assistance

### Toll-free Canada/USA: 1-800-995-1662

### Toll-free worldwide: 800-842-08420 or Country code + 00-800-842-08420

If unable to contact **us** through the toll-free numbers call collect: 416-340-0049. International operator assistance is required. Please confirm how to call collect to Canada from **your** destination prior to departure.

> Underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies, and administered by Allianz Global Assistance.