



Group Insurance Contract Policy

Number: CMG 9426277A-008

AIG Insurance Company of Canada

(herein called the **Company**)

DECLARATIONS

- 1. Name of Policyholder:** **St.Lawrence College Student Association**
- 2. Address:** **100 Portsmouth Ave., Kingston ON K7L 5A6**
- 3. Group Policy Effective Date:** 12:01 a.m. local time at the Policyholder's address on the 1st day of September, 2022.
- 4. Group Policy Expiration Date:** 12:01 a.m. local time at the Policyholder's address on the 1st day of September, 2023.
- 5. Plan:** **GROUP EMERGENCY OUT OF COUNTRY
MEDICAL WHILE ENGAGED IN THE ACTIVITY
OF TRAVEL OUTSIDE
PROVINCE OR TERRITORY OF RESIDENCE
(CDN & NON CDN)**
- 6. Maximum Trip Duration:** 180 days
- 7. Maximum Lifetime Benefit:** \$5,000,000.00 per Eligible Person
- 8. Classes of Eligible Persons:**

A Class of Eligible Person who are individuals:

 - who are Canadian residents covered by a GHIP of a Canadian province or territory or not Canadian residents;
 - who are under the age of seventy (70);
 - who are on the monthly list of members entitled to coverage provided by the Policyholder;
 - who meet the terms and conditions of the student health plan; and
 - who are members of one (1) of the following classes:

Class I: All active students and authorized exchange program students registered and attending one of the establishments of the policyholder

Class II: All active students and authorized exchange program students registered and attending one of the establishments of the policyholder and who purchased the Severe Infectious Disease coverage.

9. Premiums Frequency: Periodically

10. Premium Rates and Principal Sums:

Class of Eligible Persons	Estimated Number of Eligible Persons	Type of Coverage and Principal Sum
Class I		Emergency Out of Country Medical Benefits - \$5,000,000.00 Ground Emergency - \$20 000 Emergency Air Transportation - \$500,000.00
Class II		Emergency Out of Country Medical Benefits - \$5,000,000.00 Ground Emergency - \$20 000 Emergency Air Transportation - \$500,000.00 Severe Infectious Disease

11. Aggregate Limit Per Accident: **\$5,000,000.00** any one (1) accident occurring while an Insured Person is travelling in, entering or exiting any aircraft.

WARNING: THIS POLICY INCLUDES RESTRICTED BENEFITS

This contract covers losses resulting from unforeseeable and Emergency circumstances only. *A pre-existing condition exclusion applies to medical conditions and/or symptoms that exist prior to travel. There may be no coverage if an Insured Person has a pre-existing condition.*

In consideration of the payment of premiums by the Policyholder, the Company agrees to provide the benefits specified in this contract to persons within the Eligible Class of Persons, subject at all times to the terms, limitations, exclusions and conditions of this contract.

Issue Date: 11.24.2022/kf

Countersigned by 

Authorized Representative

DECLARATIONS	1
CLASS I.....	2
Section 1 DEFINITIONS	4
1.1 DEFINITIONS.....	4
Section 2 TERMS OF GROUP BLANKET POLICY	9
2.1 TERMS OF GROUP BLANKET POLICY.....	9
2.2 TERMINATION OF CONTRACT.....	9
2.3 CONTRACT EFFECTIVE DATE FOR ELIGIBLE PERSONS.....	9
2.4 TERMINATION OF CONTRACT FOR ELIGIBLE PERSONS.....	9
2.5 AUTOMATIC EXTENSION OF COVERAGE AFTER TERMINATION.....	10
Section 3 PREMIUM	10
Section 4 POLICYHOLDER'S OBLIGATIONS	11
4.1 INFORMATION TO BE PROVIDED TO ELIGIBLE PERSONS.....	11
4.2 INFORMATION TO BE FURNISHED ABOUT ELIGIBLE PERSONS.....	11
4.3 ACCESS TO RECORDS.....	11
4.4 OBLIGATION OF POLICYHOLDER TO ENSURE ACCURACY AND CONSISTENCY WITH COLLECTIVE AGREEMENT.....	11
Section 5 PRIMARY EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS	12
5.1 EMERGENCY HOSPITAL CONFINEMENT.....	12
5.2 EMERGENCY MEDICAL AND THERAPEUTIC SERVICES.....	12
5.3 EXCESS AND CO-ORDINATION OF BENEFITS.....	13
Section 6 ADDITIONAL EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS	13
6.1 REPATRIATION BENEFIT.....	13
6.2 IDENTIFICATION BENEFIT.....	13
6.3 AUTOMOBILE RETURN.....	14
6.4 OUT-OF-POCKET EXPENSE BENEFIT.....	14
6.5 FAMILY TRANSPORTATION BENEFIT.....	14
6.6 RETURN TRANSPORTATION FOR TRAVELLING COMPANION.....	15
6.7 RETURN AND ESCORT OF DEPENDENT CHILDREN UNDER AGE.....	15
6.8 EMERGENCY MEDICAL ASSISTANCE BENEFIT.....	15
6.9 GROUND TRANSPORTATION BENEFIT.....	15
6.10 EMERGENCY AIR TRANSPORTATION BENEFIT.....	16
6.11 AVAILABILITY AND QUALITY OF CARE AND SERVICES.....	16
Section 7 PRIMARY AND ADDITIONAL EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS CONDITIONS	17
7.1 AGGREGATE LIMIT PER ACCIDENT.....	17
7.2 DISAPPEARANCE.....	18

Section 8 EMERGENCY OUT OF COUNTRY MEDICAL EXCLUSIONS AND LIMITATIONS.....	18
Section 9 BENEFIT PAYMENTS	19
Section 10 GENERAL PROVISIONS.....	21
10.1 THE CONTRACT	21
10.2 AMENDMENTS	21
10.3 WAIVER.....	21
10.4 RIGHT TO RETURN POLICY	21
10.5 NOTICE	21
10.6 NOTICE AND PROOF OF CLAIM.....	22
10.7 FAILURE TO GIVE NOTICE OR PROOF	22
10.8 RIGHT OF EXAMINATION AND AUTOPSY	22
10.9 WHEN MONEYS PAYABLE.....	22
10.10 LIMITATION OF ACTIONS.....	22
10.11 PAYMENT OF CLAIMS.....	23
Section 11 ADDITIONAL PROVISIONS	23
11.1 CURRENCY.....	23
11.2 ASSIGNMENT	23
11.3 NON-PARTICIPATING.....	23
11.4 GOVERNING LAW	23
11.5 CONFORMITY WITH APPLICABLE LAW	23
11.6 NOT IN LIEU OF WORKMEN'S COMPENSATION	23
11.7 COLLECTIVE AGREEMENT AND THIS CONTRACT.....	23
11.8 CLERICAL ERROR.....	23

**SECTION 1
DEFINITIONS**

1.1 DEFINITIONS

In this group blanket policy the following terms have the following meanings:

“Declarations” means the Declarations relating to this contract commencing on page one (1) of this document.

“Departure Date” means the date upon which an Eligible Person leaves his or her country of residence on a Trip, which date must occur while this policy is in effect;

“Dependent Child” means a person who is either the natural child (legitimate or illegitimate) of the Eligible Persons, or adopted child of the Eligible Person, or step-child of the Eligible Person, or an infant to whom the Eligible Person is *“in loco parentis”*, and who is:

- (a) under twenty-three (23) years of age, unmarried and dependent upon the Eligible Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss;
- (b) under twenty-six (26) years of age and unmarried and in attendance at an Institution of Higher Learning and dependent upon the Eligible Person for maintenance and support and who is not engaged in gainful employment more than twenty-five (25) hours per week at the time of Loss; or
- (c) by reason of mental or physical infirmity, incapable of self-sustaining employment and who is considered a Dependent Child of the Eligible Person within the terms of the Income Tax Act (Canada) or equivalent.

“Eligible Person” means an individual who belongs to a Class of Eligible Person specified in the Declarations provided such individual’s name is on file with the Policyholder as being eligible for coverage under this contract.

“Emergency” means medical treatment or surgery for an unforeseen Sickness or Injury of the Insured Person which makes it necessary to receive immediate treatment from a Physician for the immediate relief of an acute symptom, which upon the advice of a Physician cannot be delayed until the Insured Person returns to country of residence.

“GHIP” (Government Health Insurance Plan) means the health insurance coverage that Canadian provincial or territorial governments provide for their residents.

“Group Blanket Policy Effective Date” means either:

- (a) the date stipulated as the Group Blanket Policy Effective Date in the Declarations;
- (b) the Group Policy Renewal Effective Date set out in any rider to this Group Blanket Policy issued by the Company; or
- (c) any amendment to the Group Blanket Policy Effective Date set out in any rider to this Group Blanket Policy issued by the Company.

“Group Blanket Policy Expiration Date” means either:

- (a) the date stipulated as the Group Blanket Policy Expiration Date in the Declarations; or
- (b) any amendment to the Group Blanket Policy Expiration Date set out in any rider to this Group Blanket Policy issued by the Company.

“Hospital” means an establishment which:

- (a) holds a licence as a Hospital (if licencing is required in the jurisdiction);

- (b) operates primarily for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- (c) provides twenty-four (24) hour a day nursing service by registered or graduate nurses;
- (d) has a staff of one (1) or more Physicians available at all times;
- (e) provides organized facilities for diagnosis, and major medical surgical facilities;
- (f) is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- (g) is not, other than incidentally, a place for the treatment of alcohol or drug addiction

“Immediate Family Member” means a person who is related to the Insured Person in any of the following ways: The Insured Person’s Spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), or child (including legally adopted child or stepchild).

“Injury” means bodily injury which is sustained by an Insured Person as a direct result of an unintended and unanticipated accident, occurring anywhere in the world outside the country of residence, that is external to the body and that occurs while the Insured Person’s coverage under this Group Blanket Policy is in force, which causes a Loss covered by this Group Blanket Policy while the Insured Person is outside his or her country of residence.

“Institution of Higher Learning” as used herein includes, but is not limited to, any university, private post-secondary college or trade school, and any College of General and Vocational Education/ Collège d’enseignement général et professionnel (CÉGEP).

“Insured Person” means an Eligible Person, during the time that this contract is in force for such person which is while such person is travelling outside his or her province or territory of residence, as determined in accordance with Sections 2.3, 2.4 and 2.5 of this Blanket Group Policy.

“Medically Necessary” means the services or supplies provided by a Hospital or Physician, licenced dentist or other licenced provider that are required to identify or treat an Insured Person’s Sickness or Injury and that are defined as follows:

- Consistent with the symptom or diagnosis and treatment of the Insured Person’s Sickness or Injury;
- Appropriate with regard to standards of good medical practices;
- Not solely for the convenience of the Insured Person or a Physician or other licenced provider; and
- When applied to the care of a Hospital in-patient, it further means that the Insured Person’s medical symptoms or conditions require that the services cannot be safely provided as a Hospital Outpatient.

“Physician” means a medical doctor, other than the Insured Person or the Insured Person’s Immediate Family, who is licenced to administer medical treatment and prescribe drugs in the jurisdiction where he or she provides medical services. The following are not considered to be “Physicians”: naturopath, herbalist and homeopath.

“Pre-Existing Condition” is any medical or physical condition, symptom, illness or disease for which Treatment was received or for which an ordinarily prudent person would have sought Treatment in the ninety

(90) days immediately prior to the Insured Person's Departure Date unless such condition was Stable and Controlled. A "Pre-Existing Condition" does not include:

- (a) the unchanged use of prescribed medication for a medical condition, symptom or problem which is Stable and Controlled;
- (b) treatment that is a medical or physical examination in which a Physician observes no change in a previously identified condition, symptom or problem and no new treatment is prescribed or recommended;
- (c) a Physician-prescribed decrease or cessation in cholesterol lowering medication;
- (d) a change in any medication from a brand name medication to a generic brand medication (provided the dosage is not modified); and
- (e) the adjustment in dosage of medication that is either Coumadin (warfarin) or insulin only to ensure correct blood levels are maintained provided the medical or physical condition, symptom, illness or disease remains unchanged.

"Reasonable and Customary" means the amount usually charged for treatment, services or supplies to provide an appropriate level of care given the severity of the Sickness or Injury being treated, in the geographical location where the treatment, services or supplies are being provided.

"Sickness" means the onset of sickness or disease requiring medical treatment, care or advice while the Insured Person is travelling anywhere in the world outside his or her province or territory of residence while the Insured Person's coverage under this Group Blanket Policy is in force, which causes a Loss covered by this Group Blanket Policy while the Insured Person is outside his or her province or territory of residence.

"Spouse" means a person who is under the age of sixty-five (65) and who is either:

- (a) legally married to the Eligible Person, or if there is no such person
- (b) a person, although not legally married to the Eligible Person, who is cohabitating with the Eligible Person for a period of at least one (1) year and is publicly represented as the Eligible Person's domestic partner in the community in which they reside.

"Stable and Controlled" means, during the ninety (90) days immediately prior to the Eligible Person's Departure Date:

- (a) the medical or physical condition, symptom, illness or disease did not first manifest itself; and/or
- (b) the medical or physical condition, symptom, illness or disease was not first investigated; and/or
- (c) the medical or physical condition, symptom, illness or disease has not worsened; and/or
- (d) no change in any medication or its usage or dosage occurred, was prescribed and/or recommended by a physician; and/or
- (e) no Treatment was received, prescribed or recommended.

"Treatment" means any medical, therapeutic or diagnostic procedure, service or supply that is prescribed, performed or recommended by a Physician, including but not limited to prescribed medication, investigative testing and surgery.

“Totally Disabled” means the complete inability of the Insured Person, as a result of Injury or Sickness, on medical evidence, as certified by a Physician, to continue his or her duties or activities and to continue the Trip.

“Travel Companion” means the person with whom an Insured Person is sharing travel arrangements and prepaid accommodations on a Trip.

“Trip” means travel by an Eligible Person outside his or her province or territory of residence which commences on such Eligible Person’s Departure Date which must commence after this Group Blanket Policy Effective Date and before this Group Blanket Policy Expiry Date.

SECTION 2 TERMS OF GROUP BLANKET POLICY

2.1 TERMS OF GROUP BLANKET POLICY

This group blanket policy commences on the Group Blanket Policy Effective Date and unless otherwise terminated or cancelled in accordance with the terms of this contract, it shall continue in effect until the earlier of:

- (a) the last day of the period for which premium has been paid; or
- (b) the Group Blanket Policy Expiry Date.

2.2 TERMINATION OF CONTRACT

- (a) The Policyholder may terminate this contract by giving at least thirty-one (31) days advance written notice to the Company by registered mail at the Company's Head Office which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. In the event that this contract is terminated by the Policyholder, the Company shall refund the amount of premium, if any, paid in excess of the short rate premium for the time this contract was in effect, according to the short rate table in use by the Company at the time of termination.
- (b) The Company may terminate this contract effective at any time by providing at least thirty-one (31) days advance written notice of termination to the Policyholder which termination shall be effective at 12:01 am at the Policyholder's address on the date set out in such notice. A notice of termination given to the Policyholder by the Company shall be binding on each Eligible Person as if such notice had been sent directly to each Eligible Person. A pro rata premium shall be paid by the Policyholder for any fraction of a month for which this contract is in effect.

2.3 CONTRACT EFFECTIVE DATE FOR ELIGIBLE PERSONS

This contract shall come into force for an Eligible Person only at the time and on the date such Eligible Person leaves his or her province or territory of residence on a Trip. Subject to the terms and conditions of this Group Blanket Policy and the payment of the required premium, when an Eligible Person leaves his or her province or territory of residence on a Trip, such person shall automatically become an Insured Person under this Group Blanket Policy.

2.4 TERMINATION OF CONTRACT FOR ELIGIBLE PERSONS

Unless there is an automatic extension of coverage in accordance with Section 2.5, this contract shall automatically cease to be in force with respect to an Insured Person on the earliest of:

- (a) Midnight on the **180th day** after the Departure Date;
- (b) the date he or she returns to his or her province or territory of residence;
- (c) the date he or she no longer satisfies the definition of Eligible Person;
- (d) the date he or she no longer belongs to a Class of Eligible Person specified in the Declarations;
- (e) the date this Group Blanket Policy terminates;

- (f) the premium due date if the Policyholder fails to remit the required premium for the Insured Person(s), except as a result of inadvertent error; and
- (g) the Group Blanket Policy Expiration Date.

2.5 AUTOMATIC EXTENSION OF COVERAGE AFTER TERMINATION

- (a) Notwithstanding the provisions of Section 2.4, if an Insured Person is confined to Hospital as a result of Injury or Sickness, at the time that this contract would normally terminate for them, as determined under Section 2.4, and is prevented from returning to his or her country of residence, this contract will remain in force for such Insured Person for the period of his or her confinement to Hospital but in no event for more than twelve (12) consecutive months after such Insured Person's Departure Date.
- (b) Notwithstanding the provisions of Section 2.4, if an Insured Person's return from a Trip to his or her province or territory of residence is delayed due to the delay of a common carrier in which such Insured Person is scheduled to travel, this contract shall remain in force for such Insured person for the delay period to a maximum of seventy-two (72) hours.

SECTION 3 PREMIUM

- (a) If the Policyholder has elected to pay premium monthly, all required premium shall be paid by the Policyholder in arrears and by no later than the fifteenth (15th) day of each month commencing with the month following the month in which the Group Blanket Policy Effective Date occurs.
- (b) If the Policyholder has elected to pay premium annually, all required premium shall be paid by the Policyholder on or before the sixtieth (60th) day after the Group Blanket Policy Effective Date. In the event of a change in coverage any additional premium must be paid on or before the sixtieth (60th) day after the Effective Date of such change.
- (c) If all the required premium is not paid during the applicable period set out in Section 3 (b), this contract and the coverage hereunder does not come into effect. If all the premium is not paid as required under Section 3(a) this contract terminates at the end of the period permitted under such Section for the payment of premium and the Policyholder shall owe and shall pay to the Company all the premiums accruing up to the date of termination of this contract.
- (d) The Company may, by notifying the Policyholder, alter the rate stipulated in the Declarations at which premiums shall be computed. The Company shall provide the Policyholder with at least sixty (60) days advance written notice of any such change in rates.

SECTION 4 POLICYHOLDER'S OBLIGATIONS

4.1 INFORMATION TO BE PROVIDED TO ELIGIBLE PERSONS

The Policyholder shall inform Insured Persons regarding the coverage which is provided under this contract and regarding the limitations of and exclusions from such coverage. This shall be done in a document, whether in written or electronic form, which shall be provided by the Policyholder to each Insured Person. In the event of an amendment to the terms of this contract the Policyholder shall also deliver to Insured Persons an additional or amended document pertaining to such change. The Insured Person and any claimant may request a copy of the Group Policy (other than confidential commercial information or other information exempted from disclosure by applicable law).

4.2 INFORMATION TO BE FURNISHED ABOUT ELIGIBLE PERSONS

The Policyholder must provide the Company, upon request, with all the information the Company requires to properly administer the coverage available under this contract including but not limited to:

- (a) an accurate list of the names, school addresses of Eligible Persons and the information required to the amount of any benefit payable hereunder and the applicable premium for each Eligible Person; and
- (b) the names of any Eligible Persons who are no longer members of the student health plan and the date of their departure from the plan.

4.3 ACCESS TO RECORDS

On reasonable advance written notice provided by the Company to the Policyholder, the Policyholder shall grant the Company access to files which pertain to and which would allow the Company to verify the number of Eligible Person's eligibility and the amount of any benefit payable hereunder and the premium to be paid hereunder.

4.4 OBLIGATION OF POLICYHOLDER TO ENSURE ACCURACY AND CONSISTENCY WITH COLLECTIVE AGREEMENT

The Policyholder is obliged to determine accurately if a person is eligible for coverage under this Group Blanket Policy and to submit the applicable premium. The incorrect or erroneous submission of premium by the Policyholder does not have the effect of in any way altering the coverage otherwise available to any person under this Group Blanket Policy nor does it have the effect of in any way affording coverage to any person under this Group Blanket Policy if such person is not eligible. Further, the Policyholder shall ensure that if any collective agreement shall pertain or does pertain to the benefits afforded by this contract, that such collective agreement is consistent with and does not afford any lesser benefits or rights to any person than is provided hereunder.

SECTION 5
PRIMARY EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS

The Company will pay for Reasonable and Customary medical expenses actually incurred by an Insured Person for those services described below in Sections 5.1 and 5.2, and required by him or her outside his or her province or territory of residence, as a result of Injury or Sickness that occurs on a Trip provided such Injury or Sickness occurs while this Contract is in effect for such person.

The Company will only pay for expenses in excess of those covered under the Canadian Insured Person's government health insurance plan (GHIP) and by any other insurance or benefit plan under which there is coverage.

The Company will pay benefits under this Blanket Group Policy up to a total lifetime maximum of five million dollars (\$5,000,000.00) per Eligible Person.

5.1 EMERGENCY HOSPITAL CONFINEMENT

Subject to all the limitations and conditions of this Group Blanket Policy, the Company will pay benefits hereunder in the event of Injury or Sickness to an Insured Person which results in Emergency confinement as a resident in-patient in a Hospital outside his or her province or territory of residence. The Company shall cover only Reasonable and Customary charges made by the Hospital for services and supplies provided to the Insured Person to the extent that such are Medically Necessary, including semi-private accommodation and only if such expenses are incurred while this Group Blanket Policy is in effect for such person.

5.2 EMERGENCY MEDICAL AND THERAPEUTIC SERVICES

Subject to all the limitations and conditions of this Group Blanket Policy, the Company will pay benefits hereunder in the event an Insured Person requires Emergency medical or therapeutic services outside his or her country of residence to treat an Injury or Sickness to the extent that such are Medically Necessary and only if such expenses are incurred while this Group Blanket Policy is in effect for such person. Benefits are payable to reimburse Reasonable and Customary expenses for:

- (a) the services of a Physician or legally qualified surgeon (other than an Immediate Family Member of the Insured Person),
- (b) laboratory tests and X-ray examinations (not including MRI) ordered by a Physician or legally qualified surgeon for the purpose of diagnosis,
- (c) MRI, for diagnostic purposes when Medically Necessary, to a maximum per Insured Person per Trip of seven thousand five-hundred dollars (\$7,500.00);
- (d) the services of a registered graduate nurse (other than an Immediate Family Member of the Insured Person), up to a maximum of fifty (50) nursing shifts at a fee not to exceed one hundred dollars (\$100.00) per shift,
- (e) rental of crutches or a Hospital type bed, or the cost of splints, canes, slings, trusses, braces or other prosthetic appliances approved by the Company,
- (f) the services of a Physician who is an anesthetist,
- (g) drugs or medicines that require a Physician or legally qualified surgeon's written prescription,
- (h) services of a chiropractor, osteopath, physiotherapist or podiatrist (other than an Immediate Family Member of the Insured Person) up to a maximum of three hundred dollars (\$300.00) for each class of practitioner,

- (i) expenses for accidental Injury to natural and sound teeth (capped or crowned teeth are considered whole or sound natural teeth) which require treatment by a legally qualified dentist or dental surgeon within thirty (30) days from the date of the accident, not to exceed in the aggregate the amount of two thousand dollars (\$2,000.00) as the result of any one accident, and
- (j) out-patient services provided by a Hospital.

5.3 EXCESS AND CO-ORDINATION OF BENEFITS

Coverage under the Group Blanket Policy will be coordinated with any other policy according to the guidelines published by the Canadian Life and Health Insurance Association Inc. (CLHIA). Benefits are payable only for the excess charges over and above any amounts payable or collected from GHIP, any group medical plans or private individual plans.

SECTION 6 ADDITIONAL EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS

6.1 REPATRIATION BENEFIT

If an Insured Person suffers Injury or Sickness causing Loss of Life while on a Trip and when this Group Blanket Policy is in effect for such person and:

- (a) such Loss of Life occurs outside the Insured Person's province or territory of residence; and
- (b) such Loss of Life occurs within three hundred and sixty-five (365) days of the date of the accident causing the Injury causing Loss of Life, or the date of the Sickness causing Loss of Life,

the Company shall pay the actual expenses incurred for preparing the deceased Insured Person for burial or cremation and shipment of the body to the city of residence of the deceased Insured Person.

The maximum amount payable for this benefit for all Injuries resulting from any one accident or Sickness is fifteen thousand dollars (\$15,000.00) per Insured Person.

6.2 IDENTIFICATION BENEFIT

If an Insured Person suffers Injury or Sickness causing Loss of Life and the Insured Person's body requires identification, the Company will pay to one Immediate Family member of the Insured Person the reasonable and necessary expenses actually incurred by such Immediate Family member for:

- (a) commercial lodging and board while en route and/or during the stay in the city or town where the body is located (not to exceed a maximum duration of three (3) consecutive nights); and
- (b) transportation by the most direct route to such location.

This benefit is payable by the Company only if the body of the Insured Person is located outside his or her province or territory of residence and the identification of the body is requested 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 as specifically stated above. If transportation occurs in a vehicle or device other than one operated under the licence for the conveyance of passengers for hire, the benefit for transportation expenses will be limited to a maximum of forty cents (\$0.40) per kilometre travelled.

This benefit is payable only once in connection with any Injury, Sickness or Loss suffered by any one person, regardless of the number of policies providing coverage for this benefit for such person that may be issued by the Company.

The maximum amount payable for this benefit is five thousand dollars (\$5,000.00) per Insured Person.

6.3 AUTOMOBILE RETURN

Subject to all the limitations and conditions of this Group Blanket Policy, if Injury or Sickness results in an Insured Person becoming Totally Disabled and unable to continue their Trip, the Company will pay the actual expense incurred for a commercial agency to return the Insured Person's private or rental vehicle used for the Trip to the Insured Person's place of residence or nearest rental agency, up to a maximum of five thousand dollars (\$5,000.00) per Trip.

6.4 OUT-OF-POCKET EXPENSE BENEFIT

Subject to all the limitations and conditions of this Group Blanket Policy, the Company will pay up to one hundred-fifty dollars (\$150.00) per day for reasonable and necessary commercial living expenses incurred by any Insured Person or their Insured Travel Companion if an Insured Person becomes Totally Disabled and cannot continue their Trip, up to a maximum benefit of three thousand dollars (\$3,000.00) per Insured Person.

6.5 FAMILY TRANSPORTATION BENEFIT

If an Insured Person suffers Injury or Sickness, resulting in the Insured Person being confined to a Hospital located outside his or her province or territory of residence, the Company shall pay the reasonable and necessary expenses actually incurred for the transportation of one Immediate Family Member to such Hospital. This benefit is only payable if:

- (a) confinement to Hospital occurs within three hundred and sixty-five (365) days of the Sickness or the accident causing the Injury; and
- (b) reimbursement of expenses are limited to the cost of one economy class return airfare via the most direct route, or the equivalent amount toward another type of common carrier transportation for such Immediate Family Member.

The maximum amount payable for this benefit for any one Sickness, or for all Injuries resulting from any one accident, is fifteen thousand dollars (\$15,000.00) and incidental travel expenses up to a maximum of two hundred-fifty dollars (\$250.00) per Insured Person.

6.6 RETURN TRANSPORTATION FOR TRAVELLING COMPANION

If the Insured Person is repatriated to his or her province or territory of residence in accordance with the Repatriation Benefit under Section 6.1, or is returned to Canada or his or her country of residence in accordance with the Ground or Air Transportation Benefit under either Section 6.9 or Section 6.10, the Company will pay a benefit to such Insured Person (or the estate of such Insured Person) for the extra cost of a one-way economy air fare on a commercial flight or charter via the most cost effective itinerary to transport the Insured Person's Travel Companion to his or her province or territory of residence.

The maximum amount payable for this benefit for any one Trip is ten thousand dollars (\$10,000.00) per Insured Person for the transport of one Travel Companion.

6.7 RETURN AND ESCORT OF DEPENDENT CHILDREN UNDER AGE

If the Insured Person is repatriated to his or her province or territory of residence in accordance with the Repatriation Benefit under Section 6.1, or is returned to his or her province or territory of residence in accordance with the Ground or Air Transportation Benefit under either Section 6.9 or Section 6.10, the Company will pay a benefit to such Insured Person (or the estate of such Insured Person) for the cost of a one-way economy air fare on a commercial flight or charter via the most cost effective itinerary to transport the Insured Person's Dependent Children travelling with the Insured Person on a Trip to such Dependent Children's home, plus reasonable overnight hotel accommodation and meal expenses and for the services of an attendant to escort Dependent Children under age sixteen (16), if required.

The maximum amount payable for this benefit for any one Trip is five thousand dollars (\$5,000.00) per repatriated or returned Insured Person.

6.8 EMERGENCY MEDICAL ASSISTANCE BENEFIT

The Company provides worldwide emergency assistance for Insured Persons while on a Trip except where local conditions render such assistance not feasible. In the event of Injury or Sickness covered by this Group Blanket Policy requiring hospitalization, the Company must be notified within forty-eight (48) hours from the time of incident or expense claims may be denied or only partially covered. In the event of a medical Emergency, Insured Persons or an individual acting on their behalf must call one of the worldwide telephone numbers listed below:

Global Excel Management

U.S. and Canada - 1-877-207-5018
Elsewhere - 1-819-566-3940
Email: assistance@globalexcel.com

6.9 GROUND TRANSPORTATION BENEFIT

If an Injury or Sickness commencing during the course of a Trip results in a Medically Necessary transportation of an Insured Person by a licenced ground ambulance, the Company will pay the expenses actually incurred for such transportation.

The maximum amount payable for this benefit for any one accident causing Injury or Sickness is twenty thousand (\$20,000.00) per Insured Person.

6.10 EMERGENCY AIR TRANSPORTATION BENEFIT

- (a) If an Injury or Sickness commencing during the course of a Trip results in a Medically Necessary Air Transportation of an Insured Person, the Company will pay benefits for Covered Expenses up to a maximum of five hundred thousand dollars (\$500,000.00) per Insured Person for such Air Transportation. Any Air Transportation must first be approved by the Company and it must be ordered by a Physician or licenced surgeon who certifies that the severity of the Insured Person's Injury or Sickness warrants the Air Transportation of the Insured Person and that such is Medically Necessary.
- (b) If due to the geographical area at the onset of the Medical Emergency an air ambulance is deemed necessary, the Company will pay the cost of a licenced air ambulance to transport the Insured Person to the nearest Hospital or medical facility where appropriate medical treatment can be obtained.

An Air Transportation is Medically Necessary if:

- (a) the Insured Person's medical condition warrants immediate transportation from the place where the Insured Person suffers from Injury or Sickness to the nearest Hospital where appropriate medical treatment can be obtained; or
- (b) after being treated at a local Hospital, the Insured Person's medical condition warrants transportation to the place where he or she resides to obtain further medical treatment or to recover; or
- (c) both a) and b) above.

"Covered Expenses" are only those Reasonable and Customary expenses, up to the maximum specified, for transportation, medical services and medical supplies which are Medically Necessary and incurred in connection with the Air Transportation of the Insured Person. All transportation arrangements made for transporting the Insured Person must be by the most direct and economical route. Expenses for Special Transportation must be recommended by the attending Physician or surgeon or required by the standard regulations of the conveyance transporting the Insured Person. Expenses for medical supplies and services must be recommended by the attending Physician.

"Air Transportation" means any land, water or air conveyance required in connection with the transport of the Insured Person by air.

"Special Transportation" includes, but is not limited to, air ambulances, land ambulances, commercial airlines and private motor vehicles.

6.11 AVAILABILITY AND QUALITY OF CARE AND SERVICES

The Company is not responsible for, and incurs no liability for:

- (a) the quality of any medical treatment or services, or any facility that provides such treatment or services;
- (b) the availability of medical treatment, services or any facility to provide such treatment or services; and
- (c) the failure or inability of any Insured Person to obtain or seek medical treatment.

6.12 TRAVEL COMPANION BENEFIT

If an Insured Person suffers an injury, infection or sickness that results in hospitalization or quarantine outside their province or territory or country of residence, the Company will pay the reasonable and necessary expense actually incurred for a traveling companion to accompany the Insured Person during his hospitalization or quarantine. Such compensation is only paid if:

- (a) hospitalization or quarantine occurs within fifteen (15) days of the date of onset of the infection, illness or accident causing the injury; and
- (b) reimbursement of expenses is limited to expenses incurred for accommodation, food or transportation.

The maximum amount payable under this benefit is five thousand dollars (\$5,000) per infection, sickness or injuries resulting from a single accident.

Section 7

PRIMARY AND ADDITIONAL EMERGENCY OUT OF COUNTRY MEDICAL BENEFITS CONDITIONS

In the event of a Sickness of, or Injury to, an Insured Person which requires medical Treatment, the Company reserves the right to:

- (a) Transfer the Insured Person to one of the Company's preferred health care providers for the medical treatment of a Sickness and/or Injury, and/or
- (b) Return the Insured Person to his or her province or territory of residence

where this poses no danger to the life or health of the Insured Person. If the Insured Person chooses to decline the transfer or return when declared medically stable by the medical director of the Company, the Company will not pay benefits for, and shall be released from any liability for, expenses incurred for such Sickness and/or Injury after the proposed date of transfer or return.

In the event of an Emergency, if the Insured Person is medically stable to return to his or her province or territory of residence (with or without medical escort) as determined by the medical director of the Company or by virtue of discharge from a medical facility, the Emergency will at the time of such discharge or at the time of such opinion be deemed to have ended. In that event any further expenses for consultation, treatment, recurrence or complication related to such Emergency will no longer be eligible for coverage under this Group Blanket Policy.

The coverage outlined in this Group Blanket Policy is second payor. If there are other similar plans or insurance policies, or contracts, or any private, public, provincial or territorial auto insurance plan, providing hospital, medical or therapeutic coverage or benefits, or any third party liability insurance in force concurrently herewith, amounts payable hereunder are limited to those expenses incurred that are in excess of the amounts for which an Insured Person is insured, or eligible for reimbursement, under such other coverage.

7.1 AGGREGATE LIMIT PER ACCIDENT

The maximum amount payable by the Company under this contract for two (2) or more Insured Persons who suffer an Injury in any one (1) accident is the amount which is the Aggregate Limit per Accident set out in the Declarations.

If the total of the benefits which would be paid by the Company would exceed the Aggregate Limit per Accident, the Company shall not be liable to any one (1) Insured Person for any amount in excess of the Aggregate Limit

per Accident. Each injured Insured Person's benefits shall be a portion of the benefits to which they otherwise would have been entitled hereunder. That portion shall be the proportion of what the Company would have paid hereunder to the Insured Person relative to what the Company would have paid hereunder to all Insured Persons who suffered an Injury in such accident but for the Aggregate Limit per Accident.

7.2 DISAPPEARANCE

If the body of an Insured Person has not been found within one (1) year of the forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then, for the purposes of this contract such Insured Person shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of Life.

Section 8 EMERGENCY OUT OF COUNTRY MEDICAL EXCLUSIONS AND LIMITATIONS

No coverage shall be provided under Section 5 or Section 6 of this contract and no payment shall be made for any loss resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of, any of the following excluded risks:

- (a) Injury or Sickness sustained while the Insured Person is on full-time active duty in the armed forces or organized reserve corps of any country or international authority;
- (b) Injury sustained while the Insured Person is under the influence of alcohol and operating any vehicle or means of transportation or conveyance while his or her blood alcohol is over eighty (80) milligrams in one hundred (100) millilitres of blood;
- (c) Injury sustained while the Insured Person is under the influence of a drug or substance which is controlled as specified under the Controlled Drug and Substances Act (Canada) (even if such drug or substance is taken outside Canada) unless taken pursuant to the advice of and in strict accordance with the instructions of a Physician;
- (d) the abuse of medication or drugs or non-compliance with prescribed medical therapy or treatment whether prior to or during the Insured Person's Trip;
- (e) the commission or attempted commission by an Insured Person of, or Injury incurred while an Insured Person is in the course of committing or attempting to commit, any act which if adjudicated by a court would be an indictable offence under the laws of the jurisdiction where the act was committed;
- (f) pregnancy, miscarriage, voluntary termination of pregnancy, childbirth or their complications except that in the case of an unexpected pregnancy complication which occurs before the end of the seventh month;
- (g) Sickness or Injury where the Trip is undertaken for the purpose of securing medical treatment or advice for such Sickness or Injury;
- (h) Sickness or Injury due to participation in any professional sport;
- (i) suicide or any attempt at suicide while sane or insane;
- (j) intentionally self-inflicted Injury or any attempt at intentionally self-inflicted Injury, while sane or insane;

- (k) an act of declared or undeclared war, civil war, rebellion, revolution or insurrection;
- (l) treatment or services when reimbursement or coverage by the Company would contravene any GHIP in Canada;
- (m) expenses incurred on an elective (non-emergency) basis;
- (n) any treatment, investigation or surgery for a specific condition, or a related condition, which had caused the Insured Person's physician to advise such person not to travel;
- (o) any services or supplies provided by an Insured Person or an Immediate Family Member of the Insured Person;
- (p) a sickness or Injury that, at the time of departure, might reasonably be expected to require an Insured Person to undergo treatment, investigation, surgery or hospitalization;
- (q) any service, treatment, surgery or stay in Hospital not required for the immediate relief of acute pain or suffering or which is not Medically Necessary;
- (r) any treatment or surgery which reasonably could be delayed until the Insured Person returns to his or her country of residence;
- (s) anticipated medical treatments required on an ongoing basis or for continued stabilization of a medical condition known to the Insured Person prior to departure from his or her province or territory of residence;
- (t) a medical condition that had deteriorated, or had to be treated or investigated in the three (3) months immediately preceding the Insured Person's departure from his or her province or territory of residence;
- (u) that portion, if any, of any expenses for treatment, advice or hospitalization which are not Reasonable and Customary;
- (v) For non-Canadian residents treatment or services within the Insured Person's country of residence after the person has returned or being evacuated back to his or her country of residence;
- (w) AIG Insurance Company of Canada, in consultation with the attending physician, reserves the right to return the patient to his or her province or territory of residence. If any Insured Person is (on medical evidence) able to return to his or her province or territory of residence following the diagnosis of, or the emergency treatment for, a medical condition which requires continuing medical services, treatment or surgery, and the Insured Person selects to have such treatment or services rendered or surgery performed outside his or her province or territory of residence, the expense of such continuing medical services, treatment or surgery will not be covered by the plan;
- (x) If the Insured Person declines to be transferred, or to return to his or her province or territory of residence when declared medically fit to travel by the Medical Director, any continuing expense for such Sickness or Injury shall not be covered; and

SECTION 9 BENEFIT PAYMENTS

All amounts payable under this Group Blanket Policy with respect to an Insured Person shall be reimbursed to the individual who has paid the expense or shall be paid directly to the provider.

SECTION 10 GENERAL PROVISIONS

10.1 THE CONTRACT

The contract between the Policyholder and the Company consists of:

- (a) this document, including the Declarations; and
- (b) any written amendment(s) to this document issued by the Company.

The contract can be changed or amended without the consent of any Eligible Person.

10.2 AMENDMENTS

Only the Chief Agent of the Company or his or her authorized representative has authority to waive or agree to amend any part of this contract on behalf of the Company.

10.3 WAIVER

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

10.4 RIGHT TO RETURN POLICY

The Policyholder may return this policy for any reason within the later of: (1) fifteen (15) days after receiving it; or (2) fifteen (15) days after the coverage becomes effective. It may be returned by e-mail or in person to the Company. Any premium paid will be refunded and this policy will be treated as if it were never issued.

10.5 NOTICE

Any notice required or permitted to be given to or by the Policyholder or the Company pursuant to this contract shall be in writing and shall be deemed to be properly given if sent by prepaid registered mail to the applicable party at the address indicated below, or if sent by facsimile transmission to the facsimile number indicated below:

In the case of the Policyholder: **PLAN MAJOR**
763 boul. St-Joseph,
Gatineau, Québec, J8Y 4B7

In the case of the Company: **AIG INSURANCE COMPANY OF CANADA**
2000, Ave. McGill College #920
Montreal, Quebec H3A 3H3

10.6 NOTICE AND PROOF OF CLAIM

The Policyholder or its agent, or a beneficiary entitled to make a claim or his or her agent, shall give written notice of claim to the Company by delivery thereof, or by sending it by registered mail, to the Head Office of the Company or to the address set out in Section 10.5;

- (a) not later than thirty (30) days from the date of the accident or Injury or commencement of the Sickness covered by this Group Blanket Policy
- (b) within ninety (90) days from the date of the accident or Injury or commencement of the Sickness, furnish to the Company such proof of claim as is reasonably possible in the circumstances of the happening of the accident, Injury or Sickness; and
- (c) if so required by the Company, furnish a certificate as to the cause and nature of the accident, Injury or Sickness caused thereby, for which the claim is made and as to the duration of the Injury, Loss or Sickness, from a Physician.

10.7 FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed in Section 10.6 will not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible and in no event later than one (1) year from the date of the accident or the Injury and if it is shown that it was not reasonably possible to give notice or furnish proof within the time as prescribed.

10.8 RIGHT OF EXAMINATION AND AUTOPSY

The Company has the right, and any Insured Person making a claim shall afford to the Company an opportunity, to examine him or her when and as often as the Company may reasonably require while the claim hereunder is pending, and also, in the case of the Loss of Life of an Insured Person, to make an autopsy subject to any law of the Insured Person's province, territory or country of residence relating to autopsies.

10.9 WHEN MONEYS PAYABLE

The Company shall pay, within sixty (60) days after it has received sufficient proof of claim and the person entitled to benefits in connection with such claim, all moneys payable under this contract.

10.10 LIMITATION OF ACTIONS

Every action or proceeding against the Company for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (B.C., Alberta and Manitoba). Every action or proceeding against the Company for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act (Ontario), otherwise within one (1) year after the last to occur of:

- (a) the date on which the accident causing Injury occurred;
- (b) the date on which the Injury occurred;
- (c) the date on which the Loss occurred; and
- (d) the date on which the Emergency Medical expenses were incurred,

or such longer period as may be required under the law applicable in the Insured Person's province or territory of residence in Canada.

10.11 PAYMENT OF CLAIMS

The benefit payable for Loss of Life will be payable in accordance with **Error! Reference source not found.** unless otherwise specified herein:

- (a) any accrued other benefits payable but unpaid at the Insured Person's death will be paid to the Insured Person's estate; and
- (b) all other benefits are payable to the Insured Person.

SECTION 11 ADDITIONAL PROVISIONS

11.1 CURRENCY

All moneys payable under this contract are payable in the lawful money of Canada unless otherwise stated.

11.2 ASSIGNMENT

The Policyholder cannot assign this contract without the consent of the Company. Neither the insurance provided hereunder nor benefits payable hereunder may be assigned.

11.3 NON-PARTICIPATING

Neither the Policyholder nor any Eligible Person is entitled to share in the profits or surplus of the Company.

11.4 GOVERNING LAW

The relationship between the Company and any Eligible Person shall be subject to the laws of the Eligible Person's Canadian province, territory or country of residence (or such other jurisdiction where the Insured Person is resident) at the time he or she becomes an Eligible Person.

11.5 CONFORMITY WITH APPLICABLE LAW

Any provision of this Group Blanket Policy which is in conflict with any federal, provincial, territorial or other applicable law of an Eligible Person's place of residence is hereby amended to conform to the minimum requirements of that law.

11.6 NOT IN LIEU OF WORKMEN'S COMPENSATION

This contract is not in lieu of and does not affect any requirement for coverage under Worker's Compensation legislation or similar law.

11.7 COLLECTIVE AGREEMENT AND THIS CONTRACT

This contract shall take precedence in the event of an inconsistency between this contract and any collective agreement which applies to the Eligible Person and to which the Policyholder is a party.

11.8 CLERICAL ERROR

Clerical error on the part of the Company or the Policyholder in the keeping of records for furnishing of information shall not void any Insured Person's insurance otherwise validly in force, provided the proper

premium remittance is made, nor shall it continue any Insured Person's insurance otherwise validly terminated under the terms of the Group Blanket Policy.

By signing below, the President and Chief Executive Officer of the Insurer agree on behalf of the Insurer to all the terms of this Policy.



Chief Executive Officer
AIG Insurance Company of Canada



Countersigned by Authorized Representative

This Policy shall not be valid unless signed at the time of issuance by an authorized representative of the Company, either below or on the Declarations page of the policy.