

Group Student Emergency Travel Medical Insurance

This **policy** contains a clause(s) which may limit the amount payable.

THIS GROUP STUDENT EMERGENCY TRAVEL MEDICAL INSURANCE POLICY PROVIDES COVERAGE IN THE EVENT OF A MEDICAL EMERGENCY WHILE TRAVELLING OUTSIDE YOUR PROVINCE OR TERRITORY OF RESIDENCE. READ THIS POLICY CAREFULLY.

The following pages, including any riders, endorsements, schedule pages, **insured** enrollment forms, applications or amendments, are a part of this Student Emergency Travel Medical Insurance Policy. **We** and the **policyholder** have agreed to all the terms of this Student Emergency Travel Medical Insurance Policy. This is a legal contract between the **policyholder** and **us**.

Privacy Consent Notice:

By submitting the requested information, which may include, but is not limited to, an individual's name, address, date of birth, and medical information, you covenant and warrant that you have obtained the appropriate consent from such individual to disclose their personal information to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of such personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You also covenant and warrant that you have obtained consent from the individual for Zurich's disclosure of their personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties").

Zurich is committed to protecting the privacy and confidentiality of information provided. Personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.


Zurich may retain personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. Individuals may request to review the personal information Zurich maintains about them and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.zurich.canada@zurich.com.

Individuals may refuse to consent or withdraw their consent to the collection, storage, use, disclosure or processing of their personal information; however, their refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay any claim benefits payable under the policy.

Please contact the Zurich Privacy Officer for further information regarding the collection, use, disclosure, processing and storage of personal information or for any complaints via email at privacy.zurich.canada@zurich.com. Our Privacy Policy is available at <https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement>.

For the purpose of the *Insurance Companies Act* (Canada), this document was issued in the course of the Company's insurance business in Canada.

Signature



Head of Underwriting, Canada
Authorized Representative

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SECTION I - DEFINITIONS

The following terms, which are emphasized in bold, are defined as follows:

Accident or **accidental** means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place during the **policy** term.

Act of terrorism means an act or acts including, but not limited to, the use of force or violence or the threat thereof, including intimidating or terrorizing any government, group, association or the general public, for religious, political or ideological reasons or ends, or any attempt thereat, and does not include any **act of war**.

Act of war means war, whether declared or not, or any warlike activity, including using military force to achieve economic, geographic, nationalistic, political, racial, religious or other goals.

Business of the policyholder means an assignment by or at the direction of the **policyholder** to further the business of the policyholder. It does not include leaves of absence or vacation.

Child(ren) means the **insured's** unmarried children, including natural children from the moment of birth, step or foster children, or adopted children from the date of the final decree of adoption, who are:

- under age twenty-one (21); or
- under age twenty-six (26) if the child:
 - (a) is enrolled in an accredited institution of higher learning on a full-time basis; and
 - (b) relies on the **insured** for more than fifty percent (50%) of the child's support and is taken as a **dependent** on the Revenue Canada Tax Return and / or provincial Tax Return, of the **insured**; or
- incapable of self-sustaining employment by reason of mental or physical incapacity, and who are primarily dependent on the **insured** for support and maintenance.

We may require proof of the child(ren)'s incapacity and dependency within sixty (60) days before the child(ren) reaches the age limit specified above. **We** may request that satisfactory proof of the child(ren)'s continued incapacity and dependency be submitted to **us** on an annual basis. If the requested proof is not furnished within thirty-one (31) days of the request, such child(ren) shall no longer be considered child(ren) as of the end of that thirty-one (31) day period. Child(ren) shall only receive **coverage** if a **plan** covering child(ren) is selected.

Common carrier means any land, water or air conveyance that is licensed to carry passengers without discrimination and for hire, excluding courtesy transportation provided without a specific charge.

Country of origin means the country in which the **insured person** has their permanent residence prior to entering Canada.

Coverage means the event(s) described in Section II of this **policy** to which benefits apply. Coverage is listed on your **Declarations Page** under the Schedule of Benefits.

Covered loss means a loss which meets the requisites of one or more benefits, results from an **injury, sickness** or disease, and for which benefits are payable under this **policy**.

Departure date means the date an **insured person** leaves their province or territory of residence to commence a trip.

Declarations Page means the information including the Schedule of Benefits, issued to each **insured** summarizing the coverage and benefits of this Group Emergency Medical Insurance **policy**. **We** shall provide the **Policyholder** with a **policy** containing the Declarations Page, in either paper or electronic format, for their **insureds**, where required by provincial law. The **policyholder** may either give or make the **policy** available to the **insureds**.

Dependent means an **insured's spouse** and **child(ren)**, as defined in this section. The dependent shall only be covered, if a **plan** covering dependents is selected.

Effective date means the date on which this **coverage** commences as indicated on the **Declarations Page**.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely and that is identified as an epidemic by The World Health Organization (WHO), Public Health Agency of Canada (PHAC) or any similar global or regional health authority.

Foreign National means a person who is a citizen of a country or jurisdiction other than Canada and who is not a resident of Canada.

Government Health Insurance Plan (GHIP) means the health insurance **coverage** that a Canadian provincial or territorial government provides to its residents.

Hospital means an institution that is licensed as an accredited hospital that is staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty twenty-four (24) hours a day. Diagnostic and surgical capabilities must also exist on the

premises or in facilities controlled by the establishment. A hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

Hospitalization or **hospitalized** means to be an inpatient in a **hospital**.

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

Injury means sudden bodily harm sustained by an **insured person**, caused by external and **accidental** means, while this **coverage** is in effect resulting in a **covered loss**, and is independent to all other causes, including **sickness** or disease.

Insured means an individual who is eligible for **coverage** under this **policy** and is also included in the definition of **insured person**.

Insured person means any person who has insurance under the terms of this **policy** as shown in the **Declarations Page** under the section for Eligibility and Classification of Insured Persons. It may include the **insured's spouse** or **child(ren)** if a **plan** covering the **spouse** or **child(ren)** is selected.

Medical condition means any **sickness, injury**, disease, or any symptom or complications of pregnancy within the first thirty-one (31) weeks of pregnancy.

Medical emergency means an unforeseen **sickness** or **injury** that occurs during a **trip** and that requires immediate **treatment**. A medical emergency ends when the evidence reviewed by **Zurich Travel Assist** indicates that no further **treatment** is required at the **insured person's** destination or they are able to return to their province or territory of residence for further **treatment**.

Medically necessary in reference to a given service or supply, means such service or supply:

- is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- is not experimental or investigative in nature;
- cannot be omitted without adversely affecting the **insured person's** condition or quality of medical care;
- cannot be delayed until your return to your Canadian province or territory of residence; and
- is delivered in the most cost effective manner possible, at the most appropriate level of care and not primarily by reason of convenience.

Motorized vehicle means a passenger car, van, jeep-type automobile, sports utility vehicle (SUV), any truck-type automobile, truck, ambulance, or any type of motorized vehicle used by municipal, provincial or federal police forces.

Pandemic means an **epidemic** over a wide global geographic area that affects a large portion of the population worldwide and that is identified by The World Health Organization (WHO), Public Health Agency of Canada (PHAC) or any similar global or regional health authority.

Physician means a person who is a Doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that **we** recognize or are required by law to recognize, who is:

- licensed to practice in the jurisdiction where care is being given;
- practicing within the scope of that license; and
- not an **immediate family member** of the **insured person**.

Plan means the **plan** design as described on the **Declarations Page** and **Schedule of Benefits**.

Policy means this Group Emergency Medical Insurance policy which includes any riders, endorsements, **Declarations Page**, **Schedule of Benefits**, enrollment forms, applications or amendments.

Policyholder means the group, company, or legal entity named on the front page of the **Declarations Page** and with whom **we** enter into the **policy**.

Pre-existing medical condition means a **medical condition** that existed prior to the **effective date** of the **policy**.

Reasonable and customary charges means the common charge made by other health care providers or services in the same locality for the **treatment** furnished. If the common charge for a service cannot be determined due to the unusual nature of such service, **we** shall determine the amount based upon:

- the complexity involved;
- the degree of professional skill required; and
- any other pertinent factor.

We shall make the final determination of what is reasonable and customary based on all the circumstances.

Return date means the date the **insured person** is scheduled to return from any **trip**.

Sickness means illness, disease or any symptom related to that illness and/or disease.

Speed contests means an organized competition in which speed is a determining factor in the outcome of the event.

Spouse if used in this **policy**, means the person: who is legally married to the **insured** or who has been living with the **insured** for a continuous period of at least one (1) year and is publicly represented as the **insured's** common law partner. A spouse shall only be covered if a **plan** covering the **insured's spouse** is selected.

Stable means that for any **medical condition** or related condition, all of the following statements are true:

1. There has not been any new **treatment** prescribed or recommended, or change(s) to existing **treatment** (including a stoppage in **treatment**);
2. A **physician** has not prescribed or recommended any new medication or any change to an existing medication (including an increase, decrease or stoppage to the prescribed dosage);
3. A **physician** has not determined that the **medical condition** has become worse;
4. There have not been any new, more frequent or more severe symptoms;
5. There has been no **hospitalization** or referral to a specialist;
6. A **physician** has not prescribed or recommended any test, investigation or **treatment** that are not yet complete, nor are there any outstanding test results; and
7. There is no planned or pending **treatment**.

The following exceptions are considered stable:

- a. the routine adjustment of Coumadin, Warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in a **medical condition**; or
- b. a change from a brand name medication to a generic brand medication of the same dosage.

Student means the **insured person** who is eligible for this insurance and are designated under the Class defined in the **Declarations Page**.

Transportation means conveyance from one place to another by private or public **motorized vehicle**, bus, train, boat, ferry, airplane or helicopter.

Travel companion or accompanying person means any one person travelling with the **insured** and whose fare for transportation and accommodation was pre-paid at the same time as the **insured's** fare.

Treatment means **hospitalization**, medical, therapeutic, diagnostic or surgical services or procedures prescribed, performed or recommended by a **physician** or other licensed medical practitioner including, but not limited to, prescribed medication, investigative testing and surgery related to any medical condition, **injury**, or **sickness**.

Trip means a trip an **insured person** undertakes during the **policy** period as shown on the **Declarations Page** where they are travelling on the **business of the policyholder**, and if also defined in the **Declarations Page**, for leisure trips:

- a. outside their province or territory of residence if the Out of Province **plan** is purchased and shown as "Included" in the Schedule of Benefits;
- b. outside their country of residence if the Out of Country **plan** is purchased and shown as "Included" in the Schedule of Benefits;
- c. outside their province or territory of residence if both the Out of Country **plan** and Out of Province **plan** is purchased and shown as "Included" in the Schedule of Benefits.

Vehicle means any private or rental passenger automobile, motorcycle, mobile home, camper truck or trailer that an **insured person** uses during a **trip** exclusively for the transportation of passengers other than for hire.

We, us, our and the **Company** refers to Zurich Insurance Company Ltd.

Zurich Travel Assist means the claims and assistance provider, appointed by **us** to perform all assistance services and administer claims on **our** behalf under this **policy**.

SECTION II – EMERGENCY MEDICAL INSURANCE BENEFITS

Emergency Medical Insurance covers the **reasonable and customary charges** incurred as a result of **treatment** required by an **insured person** during a **trip** due to a **medical emergency** that begins after they leave their province or territory of residence. These **reasonable and customary charges** must be in excess of, or not covered under their

government health insurance plan or by any other insurance or benefit plan.

Expenses for Emergency Medical Treatment – Out of Province Plan

For any **covered loss** occurring within Canada but outside of your province or territory of residence, the maximum amount for all **coverages** combined under this benefit is limited to the amount shown in the Schedule of Benefits for each **insured person**, per trip, if the Out of Province **plan** is purchased and is shown as “Included” therein.

Expenses for Emergency Medical Treatment – Out of Country Plan

For any **covered loss** occurring outside of Canada:

1. The maximum amount for all **coverages** combined under this benefit is limited to the amount shown in the Schedule of Benefits for each **insured person**, per **trip** if the Out of Country **plan** is purchased and is shown as “Included” therein; and
2. All medical procedures or tests, including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization or any surgery, must be authorized in advance by **Zurich Travel Assist**.

Note: If both the Out of Province **plan** and Out of Country **plan** are purchased, the most **we** will pay for all benefits combined under this Emergency Medical Insurance for each **insured person**, per **trip**, will be shown in the Schedule of Benefits and the **plans** must be shown as “Included.”

Benefits

Subject to the lifetime maximum benefit amount shown in the **Declarations Page**, benefits are payable if any of the following should happen:

1. Expenses for Emergency Medical Treatment

This **policy** covers **reasonable and customary charges** for:

- a. medical care and procedures received from a **physician** in or out of **hospital**;
- b. the cost of a semi-private **hospital** room (or an intensive or coronary care unit if **medically necessary**);
- c. the services of a licensed private duty nurse in **hospital**;
- d. the rental or purchase (whichever is less) of a **hospital** bed, wheelchair, brace, crutch or other medical appliance;
- e. tests that are needed to diagnose or find out more about the **insured person’s** condition; and
- f. drugs that are prescribed for the **insured person** and are available only by prescription from a **physician** or a licensed dentist.

2. Hospital Allowance

This **policy** covers expenses up to the daily and maximum limit shown in the Schedule of Benefits, for an **insured person’s** incidental **hospital** expenses (e.g. telephone calls, television rental) while an **insured person** is **hospitalized** for at least forty eight (48) consecutive hours.

3. Expenses for Paramedical Services

This **policy** covers expenses for **treatment** due to a **medical emergency** by a licensed physiotherapist, chiropractor, chiropodist or podiatrist up to the maximum limit per practitioner shown in the Schedule of Benefits, for up to one hundred and eighty (180) days after the **medical emergency**.

4. Expenses for Ground Ambulance

This **policy** covers **reasonable and customary charges** for local licensed ambulance service to transport an **insured person** to the nearest **hospital** or appropriate medical service provider in a **medical emergency**. This includes local taxi or ride sharing service (such as Uber) fare in lieu of local ground ambulance service where an ambulance is medically required but not available.

5. Expenses for Emergency Dental Treatment

- a. if an **insured person** suffers an **accidental** blow to the mouth, this **policy** covers up to the maximum limit shown in the Schedule of Benefits during their **trip** for the **reasonable and customary charges** to repair or replace their natural or permanently attached artificial teeth; and
- b. if an **insured person** needs emergency dental **treatment**, this **policy** covers up to the maximum limit shown in the Schedule of Benefits for the relief of dental pain received from a licensed dentist.

Note: Maximum benefit limits are shown in the Schedule of Benefits under the applicable coverage. If the **insured person** has Out of Province **coverage** only, this benefit will not apply for expenses made outside

of Canada. If the **insured person** has Out of Country **coverage** only, this benefit will not apply for expenses made within Canada.

6. Medical Evacuation Expenses

If an **insured person's** attending **physician** recommends in writing that they return to their province or territory of residence because of their **medical condition** or if **Zurich Travel Assist's** medical advisors recommend that they return to their province or territory of residence following a **medical emergency**, this **policy** covers one or more of the following:

- a. the extra cost of economy class airfare via the most cost-effective itinerary;
- b. airfare to accommodate a stretcher on a commercial flight via the most cost-effective itinerary, if a stretcher is **medically necessary**;
- c. the cost of return economy class airfare via the most cost-effective itinerary for a qualified medical attendant to accompany the **insured person**, and the attendant's reasonable fees and expenses, if **medically necessary** or required by the airline; and
- d. the cost of air ambulance transportation if **medically necessary**.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

7. Expenses For a Bedside Companion

If an **insured person** is travelling alone and is **hospitalized** for three days or more during their **trip** because of a **medical emergency** and a bedside companion is required, this **policy** covers:

- a. the cost of the return economy class airfare via the most cost-effective itinerary for someone to be with the **insured person**;
- b. up to the maximum limit shown in the Schedule of Benefits for an **insured person's** bedside companion's accommodation and meals; and
- c. Emergency Medical Insurance for their bedside companion under the same terms and limitations of this **policy** until an **insured person** is medically fit to return to their province or territory of residence.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

8. Benefit for an Accompanying Person

If an **insured person** suffers an infection or is afflicted with a disease, due to an **injury** resulting in a **covered loss**, which requires **hospitalization** in a **hospital** located outside of their country or province or territory of residence, we will pay the **reasonable and customary charges** actually incurred for a **travel companion** to accompany the **insured person** during their **hospitalization**.

Such indemnity is paid only if:

- a. The **hospitalization** occurs within fifteen (15) days following the date of the onset of the infection or disease caused by the **injury**;
- b. The **insured person** is required to travel at least fifty (50) km outside of their province or territory of residence; and
- c. Reimbursement of expenses is limited to costs incurred for accommodation, meals or transportation.

The maximum amount payable under this benefit is indicated in the Schedule of Benefits per **covered loss** for all **injuries** resulting from a single **accident**.

This benefit must be pre-authorized and arranged by **Zurich Assistance**. Reimbursement under this benefit shall be payable to the person who actually incurred the expenses. The amount payable shall be coordinated with any amount which is paid or payable for a same or similar benefit provided under any other policies issued to the **policyholder** by us.

Reimbursement of **transportation** expenses under this section is limited to the cost of a single return **trip** to accompany the **insured person** while in the **hospital**. More than one form of conveyance may be used for **transportation** if necessary, but the indemnity paid shall be limited to the fare or fares reasonably required for a single return **trip** up to the maximum limit shown in the Schedule of Benefits.

If **transportation** occurs in a **motorized vehicle** other than one operated under a license for the conveyance of passengers, then reimbursement of **transportation** expenses shall be limited to a maximum of the amount

specified per kilometer in the Schedule of Benefits, travelled for such return trip up to the maximum limit shown in the Schedule of Benefits.

9. Expenses for Meals and Accommodation

If a **medical emergency** prevents an **insured person** or their **travel companion or accompanying person** from returning to their province or territory of residence, as originally planned, or if their covered emergency medical **treatment** or that of their **travel companion or accompanying person** requires their transfer to a location that is different from the original destination, this **policy** will reimburse an **insured person** up to the maximum and per day limit shown in the Schedule of Benefits for their total cost of meals, hotel and taxi or ride sharing service (such as Uber) fares.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

10. Expenses Related to Repatriation of Remains

If, during a **trip**, an **insured person** dies from a **medical emergency** covered under this **policy**:

a. This **policy** covers up to the maximum limit shown in the Schedule of Benefits to:

- (i) have their body prepared where they die and the cost of the standard transportation container normally used by the **common carrier**, plus the return of their body to their province or territory of residence;
- (ii) have their body prepared and the cost of a standard burial container, plus up to \$5,000 for their burial where death occurs; or
- (iii) cremate their body where they die, plus the return of their ashes to their province or territory of residence; and

b. If someone is legally required to identify the **insured person's** body and must travel to the place of death, this **policy** will pay the return economy class airfare via the most cost-effective itinerary for that person and up to the maximum limit shown in the Schedule of Benefits for that person's hotel and meal expenses. **We** will also provide that person with Emergency Medical Insurance under the same terms and limitations of this **policy** for up to seventy-two (72) hours.

11. Expenses to Return **Dependent Children**

If an **insured person** is travelling with their **dependent child(ren)** and the **insured person** is admitted to **hospital** for more than twenty four (24) hours or must return to their province or territory of residence due to a **medical emergency**, this **policy** covers the extra cost of one-way economy class airfare to return their **dependent child(ren)** to their province or territory of residence via the most cost-effective itinerary and the return economy class airfare via the most cost-effective itinerary for a qualified escort when the airline requires it. The **dependent child(ren)** must have been under the **insured person's** care during the **trip**.

12. Expenses to Return a **Travel Companion or Accompanying Person**

This **policy** covers the extra cost of one-way economy class airfare via the most cost-effective itinerary, to return the **travel companion or accompanying person** (who is travelling with the **insured person** at the time of their **medical emergency** and while the **insured person** is covered under a travel insurance **plan** issued by **us**) to their province or territory of residence, if the **insured person** returns to their province or territory of residence under the Medical Evacuation Expenses Benefit or are repatriated under the Expenses Related to Repatriation of Remains Benefit above.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

13. Expenses to Return a **Vehicle**

If, because of a **medical emergency**, the **insured person** is unable to drive the **vehicle** they used during their **trip** to its point of origin, this **policy** covers up to the maximum limit shown in the Schedule of Benefits charged by a commercial agency to return their **vehicle** to their province or territory of residence. If the **insured person** rented a **vehicle** during their **trip**, this **policy** covers its return to the commercial rental agency.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

14. Expenses to a Return a Dog or Cat

If the **insured person's** domestic dog(s) or cat(s) travel with them during their **trip** and they return to their province or territory of residence under the Medical Evacuation Expenses Benefit or are repatriated under the Expenses Related to Repatriation of Remains Benefit above, this **policy** covers the cost of one-way transportation up to the maximum limit shown in the Schedule of Benefits to return their domestic dog(s) or cat(s) to their province or territory of residence.

This benefit must be pre-authorized and arranged by **Zurich Travel Assist**.

15. Coverage for Students Studying in Canada

For the purposes of the foreign students studying in Canada, any reference to an **insured person** is deemed to be a reference to students authorized to study in Canada, and who belong to an Eligible Class of persons, as specified in the **Declaration Page**. Coverage for students studying in Canada applies in the event that a person insured under a **government health insurance plan (GHIP)** replacement, social security agreement with RAMQ, or equivalent private plan in a Canadian province or territory, is no longer eligible for that plan during an out-of-province **trip**.

If an **insured person** sustains an **injury** or **sickness** during a **trip** outside their province or territory of residence in Canada, **we** will pay the expenses included in the benefits listed below for a **trip** lasting thirty (30) days or less.

Subject to all restrictions and conditions of the Group Student Emergency Travel Medical **policy**, **we** will pay benefits under this endorsement in the event an **insured person** requires **emergency** medical or therapeutic services outside their province or territory of residence to treat an **injury** or **sickness** to the extent that is **medically necessary** and only when such expenses are incurred while such person's insurance is in force under the Group Emergency Travel Medical policy. Benefits are paid to reimburse the **reasonable and customary charges** incurred for:

- a. Medical care and procedures received from a duly qualified **physician** or surgeon (other than an **immediate family member**) in or out of the **hospital**;
- b. The cost of a semi-private **hospital** room (or intensive care unit if **medically necessary**);
- c. Tests prescribed by a duly qualified **physician** or surgeon for diagnostic purposes (excluding MRI's);
- d. MRI's for diagnostic purposes when **medically necessary**, up to a maximum of seven thousand five hundred dollars (\$7,500) per **insured person**, per **trip**;
- e. The services of a licensed private duty nurse in **hospital**, up to a maximum of fifty (50) shifts at the **insured person's** expense, subject to a maximum of one hundred dollars (\$100) per shift;
- f. The rental or purchase (whichever is less) of a hospital bed, wheelchair, brace, crutch or other appliance;
- g. The services of a duly qualified anesthesiologist;
- h. The services of a licensed physiotherapist, chiropractor, chiropodist, osteopath, or podiatrist (other than an **immediate family member**) up to a maximum of three hundred dollars (\$300) per category of practitioner;
- i. Expenses related to an **accidental injury** to sound and natural teeth which requires **treatment** from a duly qualified dentist or dental surgeon to repair or replace the **insured person's** natural or permanently attached artificial teeth, within thirty (30) days from the date of the accident, subject to a maximum aggregate sum of five thousand dollars (\$5,000) per accident.

These benefits are payable only if:

- a. the expenses are related to **treatment** for a **medical emergency**; and
- b. the **trip** begins and ends in the **insured person's** province or territory of residence in Canada.

This benefit does not cover expenses incurred in the **insured person's country of origin**.

The maximum amount payable under this benefit is stated in the Schedule of Benefits.

SECTION III – EMERGENCY MEDICAL INSURANCE LIMITATIONS

1. If the **insured person** or someone on their behalf does not call **Zurich Travel Assist** in a **medical emergency** and prior to **treatment**, **we** have the right to limit an **insured person's coverage** as follows:
 - a. No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by **Zurich Travel Assist**, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.

- b. Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total.
2. Benefits payable are further limited as follows:
 - a. In consultation with the attending **physician**, **Zurich Travel Assist** reserves the right to transfer the **insured person** to an appropriate facility or to the **insured person's** province or territory of residence in Canada for **treatment**. Refusal to comply will absolve **us** of any liability for expenses incurred after the proposed transfer date.
 - b. Once a **medical emergency** ends, no further benefits are payable for that **medical emergency** or for any recurrence of the condition that caused the **medical emergency**.
 - c. **We** will only pay a benefit if **insured person** is covered under the **government health insurance plan** of their province or territory of residence, group or personal accident and sickness insurance or extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant, or other multi-peril insurance, credit card benefit insurance, and other travel insurance, prior to and for the entire duration of the **trip**. It is **insured person's** responsibility to check that they do have this **coverage**.
3. Subject to the Emergency Medical Insurance Exclusion below, when an **act of terrorism** directly or indirectly causes a **covered loss** under the terms and conditions of this **policy**, **coverage** is available for up to two **acts of terrorism** within a calendar year and up to a maximum aggregate payable limit of \$35,000,000 for all eligible in-force emergency medical insurance policies issued and administered by **us**. The amount payable for each eligible claim is in excess of all other sources of recovery, including other insurance **coverage**. The amount paid for all such claims shall be reduced on a pro rata basis so as to not exceed the respective maximum aggregate limit that will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the **act of terrorism**.

SECTION IV – EMERGENCY MEDICAL INSURANCE EXCLUSIONS

Out of Province Emergency Medical Insurance, if covered, includes only those **treatments** and services in excess of or not covered under the **government health insurance plan** or by any other insurance or benefit **plan** under which the **insured person** is covered. The **insured person** must be accurate and complete in their dealings with **us** at all times.

In addition to Section V – General Travel Benefits Exclusions and Section VI – General Exclusions, this **policy** does not pay for any **treatment**, service, expense or benefit arising from, caused by, contributing to, relating to, or resulting from, whether directly or indirectly, any one or more of the following:

1. Expenses that exceed the **reasonable and customary charges** where the **medical emergency** occurs.
2. Expenses that exceed 80% of the cost **we** would normally have paid under this **policy** if the **insured person** does not, or someone on their behalf does not, contact **Zurich Travel Assist** at the time of the **medical emergency**.
3. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies, cardiac catheterization, angioplasty or cardiovascular surgery including any associated diagnostic test or charge unless approved in advance by **Zurich Travel Assist** prior to being performed. All surgery must be authorized by **Zurich Travel Assist** prior to being performed except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.
4. Any non-emergency, investigative or elective **treatment** such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.
5. The continued **treatment** of a **medical condition** when the **insured person** has already received **treatment** for that **medical condition** during their **trip** and **Zurich Travel Assist's** medical advisors or **our** medical advisors determine that their **medical emergency** has ended.
6. A **medical condition** that meets any of the following criteria:
 - a. When the **insured person** knew, or for which it was reasonable to expect before they left to their province or territory of residence, or before the **departure date**, that they would need or be required to seek **treatment** for that **medical condition**.
 - b. A **medical condition** for which future investigation or **treatment** was planned before the **insured person** left their province or territory of residence.
 - c. A **medical condition** that produced symptoms that would have caused an ordinarily prudent person to seek **treatment** in the three months before the **insured person** left their province or territory of residence.
 - d. A **medical condition** that had caused the **insured person's physician** to advise them not to travel.
 - e. A **medical condition** that is the result of the **insured person** not following **treatment** as prescribed including

prescribed medication, **treatments** and therapy.

7. A **medical emergency** resulting from: participating in a motorized **speed contest**; or the **insured person's** professional participation in a sport, snorkeling or scuba-diving when that sport, snorkeling or scuba-diving is the **insured person's** principal paid occupation.
8. If the **insured person** specifically purchased this **policy** to obtain such **treatment** or services, whether or not it was authorized by a **physician**.
9. Intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
10. The **insured person's**:
 - a. routine prenatal care;
 - b. pregnancy or childbirth in the nine weeks before or after the expected date of delivery;
 - c. **child** born during their **trip**, or **coverage** for such **child**.
11. For insured **children** under two years of age, any **medical condition** related to a birth defect.
12. Any benefit that must be authorized or arranged in advance by **Zurich Travel Assist** when it has given no authorization or made no arrangement for that benefit.
13. Any **medical emergency** that occurs or recurs after **our** medical advisors recommend that the **insured person** return to their province or territory of residence following **treatment**, and they choose not to.
14. Death or **injury** sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
15. For **policy** extensions or top ups: any **medical condition** that first appeared, was diagnosed or treated after the scheduled **departure date** and prior to the **effective date** of the insurance extension or top up.
16. Any loss or any **medical condition** the **insured person** suffers or contracts in a specific country, region or city when a Government of Canada Travel Advisory, issued before their **effective date**, advises Canadians to avoid all or non-essential travel to that specific country, region or city. In this Exclusion, "**medical condition**" is limited, related or due to the reason for the Travel Advisory.

If the Travel Advisory is issued after the **insured person's departure date**, their **coverage** under this Emergency Medical Insurance Benefit in that specific country, region or city will be limited to a period of ten days from the date the Travel Advisory was issued, or to a period that is reasonably necessary for them to safely evacuate the country, region or city.
17. Any **act of terrorism** directly or indirectly caused by, resulting from, arising out of, or that is in connection with biological, chemical, nuclear or radioactive means.

SECTION V – GENERAL TRAVEL BENEFIT EXCLUSIONS

Benefits shall not be provided under the **policy** for any **injury** or **covered loss** if it is caused by, contributed to, or results from:

1. Suicide or attempted suicide while sane or insane or from an intentional self-inflicted injury or attempt thereof.
2. Any **act of war**, whether declared or undeclared.
3. Involvement in any type of active military service.
4. Illness or disease regardless of how contracted, medical or surgical **treatment** of an illness or disease, or complications following the surgical **treatment** of an illness or disease.
5. Participation in the commission or attempted commission of a crime, any felony, an assault, insurrection, or riot.
6. Participation in any professional team sport or any other professional athletic activity.
7. Alcohol, Drugs, or Other Toxic Substances

Sickness, death or injury sustained as a result of:

 - a. abuse of alcohol, drugs, medication, or other toxic substances;
 - b. non-compliance with prescribed medical **treatment** or therapy;
 - c. operating any vehicle or means of transportation while under the influence of alcohol when the **insured person's** blood alcohol level is more than eighty (80) mg of alcohol per hundred (100) ml of blood. An autopsy report from a licensed medical examiner, law enforcement officer report, or similar items shall

be considered proof of intoxication.

8. Alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a licensed medical provider operating within their scope of authority.
9. Piloting or operating any aircraft, or acting as a cabin attendant or member of the crew of any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.
10. Release, whether **accidental** or not, or by any person unlawfully or intentionally, of nuclear energy or radiation, including **sickness** or disease resulting from such release.
11. Any condition for which an **insured person** is entitled to benefits under any Workers' Compensation Act, No Fault Auto coverage, or similar law.
12. Riding in or driving any type of motor vehicle as part of a **speed contest** or scheduled race, including testing such vehicle on a track, speedway or proving ground.
13. Any payment, service or benefit to any **policyholder, insured person, beneficiary, or third party** who may have any rights under this **policy** to the extent that such cover, payment, service, benefit, or any business or activity of the **policyholder, the insured person, beneficiary, or third party** would violate any applicable trade or economic sanctions law or regulation.

SECTION VI – GENERAL EXCLUSIONS

Benefits shall not be provided under the **policy** for any **injury** or **covered loss** if it is caused by, contributed to by, or results from:

1. Medical **treatment** within Canada at a private **hospital**.
2. Costs incurred from an **epidemic** or **pandemic**.

SECTION VII – TERMINATION OF INSURANCE

Termination by the Policyholder

The **policyholder** may terminate this **policy** on the first renewal date or at any time after that date by delivering to **us**, a written notice to end this **policy** at least thirty (30) days in advance of such termination. **We** shall calculate and return the unearned premium, if any, on a proportional basis for the **policy** period that is in excess to the earned premium. The **policyholder** shall send **us** any additional amounts owed, if any, between the **policy's** paid to date and the official date of termination.

Termination by Us

We may terminate this **policy** by giving the **policyholder** at least thirty (30) days' notice of **our** intent to terminate. Such notice shall state the exact date the **policy** shall terminate. **We** may also end this **policy** for non-payment of premium on any premium due date if the payment is not received prior to the end of the Grace Period. **We** shall mail a notice of such termination to the **policyholder's** last address shown in **our** records.

SECTION VIII – HOW TO FILE A CLAIM

IN THE EVENT OF A MEDICAL EMERGENCY, CONTACT ZURICH TRAVEL ASSIST IMMEDIATELY

1 (877) 541-0127 (toll-free call from the USA or Canada)

or

1 (416) 649-2555 collect to Canada from anywhere else in the world.

Zurich Travel Assist is available to assist you 24 hours a day, each and every day of the year.

You must call **Zurich Travel Assist** before obtaining **treatment**, so that **we** may:

- confirm coverage; and
- provide pre-approval for **treatment**.

Please note that if the **insured person** or someone on their behalf does not call **Zurich Travel Assist** in a **medical emergency** and prior to **treatment**, the **insured person** will have to pay 20% of the eligible medical expenses **we** would normally pay under this **policy**. If it is medically impossible for the **insured person** to call when the **medical emergency** happens, **we** ask that someone call on their behalf.

If the **insured person** chooses to pay eligible expenses directly to a health service provider without prior approval by **Zurich Travel Assist**, eligible expenses will be reimbursed to the **insured person** based on the **reasonable and customary charges** that **we** would have paid directly to such provider. Medical charges that the **insured person** pays may be higher than this amount. Therefore, the **insured person** will be responsible for any difference between the amount they paid and the **reasonable and customary charges** reimbursed by **us**.

Notice and Proof of Claim

Claims must be reported within thirty (30) days of occurrence of a claim arising under this **policy**. Your written notice of a claim must be sent to **Zurich Travel Assist** in one of the following ways, no later than thirty (30) days from the date a claim occurs under the **policy** on account of an **accident, sickness** or disability by:

- personal delivery or by sending it by registered mail to **our** head office in Ontario;
- personal delivery to **our** authorized agent in the province; or
- delivery by electronic means to: travelclaims@wtp.ca.

Proof of claim must be sent to **Zurich Travel Assist** within ninety (90) days of the date a claim has occurred or the service was provided.

Failure to Give Notice or Proof of Claim

Failure to give notice or proof of claim within the prescribed period does not invalidate the claim if the notice or proof is given or provided as soon as reasonably possible and in no event later than one (1) year from the date of the occurrence arising under this **policy**, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Forms for Proof of Claim

Zurich Travel Assist will furnish forms for proof of claim within fifteen (15) days after receiving notice of claim. If you have not received the forms within that time, you may submit your proof of claim in the form of a written statement of the cause or nature of the **accident, sickness, injury** or insured risk giving rise to the claim and the extent of the loss.

Claims correspondence should be mailed to:

Claims Department, Zurich Canada Travel Assistance, c/o Zurich Travel Assist
100 King Street West, Suite 5300
Toronto, ON M5X 1C9

You may call **Zurich Travel Assist** directly for specific information on how to make a claim or to enquire about your claim status at: 1 (877) 541-0127 or (416) 649-2555.

All amounts payable under this **policy** will be paid by **us** within sixty (60) days after proof of claim and all required documentation in a form satisfactory to **us** has been received.

If the insured person is making an Emergency Medical Insurance claim, Zurich Travel Assist will need:

- original itemized receipts for all bills and invoices;
- proof of payment by the **insured person** and by any other benefit plan;
- medical records including complete diagnosis by the attending **physician** or documentation by the **hospital**, which must support that the **treatment** was **medically necessary**;
- proof of the accident if the **insured person** is submitting a claim for dental expenses resulting from an **accident**;
- proof of travel (including **departure date** and **return date**); and
- the **insured person's** historical medical records (if we determine that they are applicable).

SECTION IX - PAYMENT OF CLAIMS

To whom will we pay benefits, if there is a claim?

We will pay the covered expenses under this **policy** to the **insured person** or the provider of the service. Any amount payable for loss of life will be payable to the **insured person's** estate. The **insured person** must repay **us** any amount paid or authorized by **us** on their behalf if **we** determine that the amount is not payable under this **policy**.

All amounts shown throughout this **policy** are in the lawful currency of Canada unless otherwise indicated. If currency conversion is necessary, **we** will use the exchange rate published by the Bank of Canada on the date the **insured person** received the service outlined in their claim. **We** will not pay for any interest on any amounts payable under this **policy**.

If you disagree with **our** claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where the **insured person** resides on the **effective date** of this **policy**.

Right To Complain

If there is any occasion when this **policy** (or related service) does not meet expectations, please contact **us** so that **we** can address concerns quickly. Zurich Canada has a complaint handling program that reflects its commitment to providing a simple, professional and timely complaint handling procedure. **You** may obtain a copy of Zurich's complaint handling program by calling: 416-586-6773 or toll free at: 800-387-5454 ext.6773, or from **our** website: <https://www.zurichcanada.com/en-ca/about-zurich/complaint>.

Legal Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws at Alberta and British Columbia), the *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for transactions or proceedings governed by the laws of Ontario), or other applicable legislation.

SECTION X - GENERAL POLICY CONDITIONS

1. Waiver:

We reserve the right to decline any application or any request 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 Zurich.

2. Clerical Error:

A clerical error or omission shall not increase or continue an **insured's coverage**, which otherwise would not be in force. If an **insured** applies for insurance for which they are not eligible, **we** shall only be liable for any premiums paid to **us**.

3. Statutory Conditions:

This **policy** is subject to the statutory conditions respecting contracts of accident and sickness insurance in the province or territory where the **insured** resides.

4. Entire Contract:

This **policy**, the **policyholder** application, **insured** enrollment materials, and any attachments represent the entire insurance contract between the **policyholder** and **us**.

5. Payment of Benefits:

Any benefits paid will be in Canadian funds. All amounts shown throughout this **policy** are in the lawful currency of Canada unless otherwise indicated. If currency conversion is necessary, **the rate of exchange** will be based on the effective rate published by the Bank of Canada on the date the **insured person** received the service outlined in their claim. **We** will not pay for any interest on any amounts payable under this **policy**.

6. Rights of Subrogation

We have the right to proceed at **our** own expense in your name against third parties or others who may be responsible for giving rise to a claim under this **policy** or who may be responsible for providing indemnity, compensation or benefits similar to this insurance. **We** have full rights of subrogation. This right of subrogation is in addition to and does not limit any other right of subrogation existing under common law, equity, or statute.

You will cooperate fully with **us** and not do anything to prejudice such rights. If you institute a demand or action for a covered loss, you shall immediately notify the **insurer** so that the **insurer** can safeguard its rights.

If you are insured under more than one insurance policy underwritten by **us**, the total amount **we** pay to you cannot exceed your actual expenses and the maximum you are entitled to is the largest amount specified for the benefit in any one policy. If the total amount of all accident insurance you have under policies issued by **us** is more than \$100,000, **our** aggregate liability will not exceed that amount, and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

7. Coordination of Benefits

This is second payor coverage. If, at the time of loss, you have insurance from another source, or if any other party is responsible for benefits also provided under this **policy**, the **insurer** will pay eligible expenses only in excess of those covered by that other responsible party, including but not limited to, credit cards, private, provincial or territorial auto plans, third party liability, contracts or any other group or individual health insurance providing hospital, medical or therapeutic coverage insurance whether collectible or not.

Total benefits paid to the **insured person** by all insurers cannot exceed your actual expenses. All other sources of recovery, indemnity, payments or insurance coverage must be exhausted before any payments will be made under any of **our policies**. **We** will coordinate the payment of benefits with all insurers who provide you with benefits similar to those provided under this insurance in accordance with guidelines established by the Canadian Life and Health Insurance Association. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for coverage is \$50,000 or less. If your lifetime maximum is greater than \$50,000, **we** will coordinate payment, to a maximum of the largest amount specified by any such insurer.

8. Grace Period:

Premiums are due for this **policy** on or before the premium due date or renewal date, whichever applies. If the **policyholder** does not pay a renewal premium when it is due, there is a thirty-one (31) day Grace Period to pay. During the Grace Period, the **policy** shall stay in force. The **policyholder** shall not have a Grace Period if **we** have given notice, at least thirty (30) days in advance, that **we** are going to terminate this **policy**.

9. Insured Declarations Page and Schedule of Benefits:

We shall give to the **policyholder** a **Declarations Page** containing a Schedule of Benefits, in either paper or electronic format, for their **insureds**, where required by law. The **policyholder** shall either give or make these Declarations available to the **insureds**. Such Declarations shall contain a summary of terms that affect benefits.

10. Rights of Examination:

For the purposes of determining the validity of a claim under this **policy**, **we** may obtain and review the medical records of your attending **physician(s)**, including the records of your regular **physician(s)** at home. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to you before you incurred a claim under this **policy**. In addition, **we** have the right, and you shall afford us the opportunity, to have you medically examined when and as often as may reasonably be required while benefits are being claimed under this **policy**. If you die, we have the right to request an autopsy, if not prohibited by law.

11. Misrepresentation or Fraud:

If the **insured person** fails to disclose or misrepresents any material fact, or commits fraud, either at the time of the application or the time of claim, this **policy** will be voidable by **us**, and any claim submitted will not be payable.

If there is an error in the age of any **insured person**, the premiums will be adjusted to reflect the correct age, as long as the age is within the insurable limits of this **policy**.

12. Policyholder Records:

The **policyholder** shall keep a record of the **coverage**, premium and other pertinent administrative information for each **insured person**, which, if acceptable to **us** shall be deemed to be a part of the **policy**. **We** may examine these records at reasonable times while the **policy** is in force and for six years after the termination of the **policy**. The **policyholder** shall report to **us** within a reasonable time all changes in information regarding an **insured person**. The **policyholder** shall indemnify **us** for any benefits or other payments that are caused in whole or in part by the **policyholder's** negligence or error in performing the record keeping function.

13. Governing Law:

The relationship between the **insured person** and **us** will be subject to the laws of the Canadian province or territory where the **insured person** resides on the **effective date** of the **policy**.

14. Renewal:

This **policy** shall automatically renew for an additional twelve (12) month period unless either party expresses its

intent not to renew as specified by the **policy** termination provisions.

15. Non-Participating:

The **insured** is not entitled to share in **our** profits or surplus.

16. Conformity With Applicable Law:

Any provision of this **policy** which is in conflict with any federal, provincial, territorial or other applicable law is hereby amended to conform to the minimum requirements of that law.

17. Newly Acquired Corporation:

If the **policyholder** acquires a corporation through stock purchase, exchange of stock or otherwise, and notifies **us** of such acquisition within ninety (90) days thereafter, the eligible employees of the newly acquired corporation shall be insured under this **policy** as of the **effective date** of such acquisition.

If the **policyholder** does not notify **us** and provide **us** with the underwriting information necessary for **us** to determine the amount of additional premium required, if any, within the ninety (90) days, or does not pay such additional premium, if any, as required, the **coverage** for the employees of the newly acquired corporation shall terminate. However, the **policyholder** shall be liable for the payment of any premium required for the period such **coverage** was in effect.

Note: The above reporting provision only applies to corporations with two hundred (200) or more employees. For corporations with less than two hundred (200) employees, reporting of such acquisition shall not be required, and **coverage** shall be automatic for the duration of the **policy** term.