

Emergency Assistance

In the event of an emergency or if you require medical treatment you must contact MSH Assistance immediately at:

+1 (800) 203 8508

toll-free from the USA and Canada

+1 (416) 646 3107

collect where available

mshassistance@mshassistance.com

It is your responsibility to ensure that MSH Assistance has been contacted prior to receiving treatment. Your benefits will be limited to 80% of eligible expenses to a maximum of \$25,000 if you fail to do so, other than in extreme circumstances when treatment is required to resolve a life threatening medical crisis.

IMPORTANT NOTICE – Please read carefully

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.
 - Your* policy may not cover medical conditions and/or symptoms that existed prior to *your* trip. Check to see how this applies in *your* policy and how it relates to *your* effective date.
 - In the event of an *accident, injury or sickness*, *your* prior medical history may be reviewed when a claim is reported.
 - Costs incurred in *your country of origin* are not covered.
 - Your* policy provides travel assistance; *you* are required to notify *MSH Assistance* prior to
- medical treatment*. *Your* policy may limit benefits should *you* not contact *MSH Assistance* before seeking *medical treatment*.

 - Please take the time to read this policy to ensure that it meets *your* needs and contact *your* agent if *you* have any questions. *You* may cancel this policy within 10 days of the purchase date for a full refund provided it is before the effective date. Other refunds available are described under Refunds in the General Provisions section of this policy.
- THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

NOTE: Italicized words are defined terms whose definition appears in the definitions section of the policy.

ELIGIBILITY

To be eligible for coverage, on the effective date, you must:

- be a visitor to Canada or a person in Canada under a valid work or student visa, a Canadian or an immigrant not eligible for benefits under a government health insurance plan; and
 - be at least 15 days of age and less than 90 years of age; and
 - not be travelling against the advice of a physician and/or not have been diagnosed with a terminal illness; and
 - not be experiencing new or undiagnosed signs or symptoms and/or know of any reason to seek medical attention; and
 - not require assistance with the activities of daily living (dressing, bathing, eating, using the
- toilet or getting in or out of a bed or chair).
 - have not been diagnosed or treated for pancreatic, liver, lung, brain or any kind of metastasized cancer
 - have not been diagnosed or treated for kidney condition requiring dialysis within the last 24 months
 - have not been diagnosed or treated for bone marrow or organ transplant within the last 24 months
 - have not been diagnosed for terminal sickness with less than 2 years to live
 - have not taken home oxygen in the past 12 months prior to the effective date.

INSURING AGREEMENT

- In consideration of having paid the required premium in full for the selected *sum insured*, the *insurer* agrees to pay the *reasonable and customary* costs up to the selected *sum insured* incurred by *you* in case of an *emergency* occurring while in Canada or while on a temporary visit to another country. A minimum of 51% of *your* coverage period must be spent in Canada and time spent outside of Canada is limited to a maximum of 30 days per visit. There is no coverage while in *your country of origin*.
 - The *insurer* will pay such eligible expenses, less any applicable deductible, up to the amount shown in the schedule of fees set by the government plan in *your* province or territory of residence in Canada for non-Canadian residents and only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.
 - Subject to all terms and conditions of the policy, the benefits are payable to a maximum of the *sum insured* insofar as such services are *medically necessary*. Benefit limits are per *insured person*, per *trip* including any extensions.
- This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
 - The *insurer* reserves the right to decline any application or any request for an extension of coverage.
 - The plan type purchased and the *sum insured* selected cannot be changed after the effective date indicated on *your* confirmation of insurance.
 - Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

DURATION OF COVERAGE

- The maximum coverage period under this plan is 365 days per policy.
 - Coverage will extend for a temporary visit during the coverage period. Proof of all travel dates will be required in the event of a claim.
 - Effective Date**
Your insurance policy commences on the latest of:
 - the date and time *you* apply for and pay for this insurance;
 - 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance; or
 - the date and time of *your* arrival in Canada. Proof of *your* date of arrival may be required.Exception: When this policy is purchased prior to leaving *your country of origin*, and provided the appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your* plane ticket) for *your* uninterrupted travel to Canada.
 - Waiting Period**
If *you* purchase this coverage after *your* arrival in Canada there is no coverage for any *sickness* that began, or for which *you* experienced symptoms, during:
 - the 48-hour period following the effective date of the policy if insurance is purchased within 30 days of *your* arrival to Canada; or
 - the 8-day period following the effective date of the policy if insurance is purchased more than 30 days after *your* arrival to Canada,even if related expenses are incurred after the Waiting Period.
Exception: The Waiting Period will be waived if this policy is purchased on or prior to the expiry date of an existing Insure Canada Visitors to Canada Travel Insurance policy already issued by the *insurer*, to take effect on the day following such expiry date provided no increase in the *sum insured* option is applied for. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.
 - Expiry Date**
Coverage under this plan terminates on the earliest of:
 - 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance;
 - 365 days after the effective date of *your* insurance;
 - the date *you* become eligible for a *government health insurance plan* in Canada;
 - the date and time *you* arrive in *your country of origin* with no intention to return to Canada during the coverage period;
 - the date when *you* exceed 49% of your coverage period while visiting another country;
 - the 31st day of a temporary visit to another country, other than *your country of origin*;
 - 11:59 p.m. (local time) on an earlier date calculated by the *insurer* due to an incorrect or insufficient premium payment, including a lapsed monthly payment.
- Temporary Return Home**
You may return to *your country of origin* for a temporary visit prior to *your* expiry date and *your* coverage will resume with no additional premium once *you* return to Canada providing *you* remain eligible. The premium for the number of days of *your* temporary visit will not be refunded or reissued. Any medical condition for which symptoms were present or *you* received *medical treatment* during a temporary visit is not covered.
 - Extending Your Coverage**
If *you* wish to remain in Canada beyond the expiry date of this policy, *you* must contact *your* broker or sales agent prior to the expiry date and have no reason to seek medical attention during the new period of coverage.
You may purchase a new policy subject to the policy terms, conditions and premium schedule in effect at the time the new policy is requested. The cost of additional days of insurance will be calculated using the age of the *insured* on the effective date of the new policy provided that:
 - you* remain eligible for insurance;
 - you* have not experienced any changes in *your* health since *your* effective date or arrival date;
 - the request for the new policy is received prior to the expiry date of *your* coverage;
 - the required premium is paid.If *you* have submitted a claim, the *insurer* will review *your* file before granting an extension. Any condition for which *you* were treated during the initial period of coverage will automatically be excluded from the extended coverage period. The *insurer* reserves the right to decline any request for extension.
Note: The minimum premium is \$20 per policy.
 - Family Coverage**
If *you* have purchased *family* coverage at the time of application, *your* policy covers *you* and all *family* members named on the application (please refer to the definition of *family*) if:
 - coverage dates are the same for all *family* members; and
 - all *family* members live at the same address while in Canada; and
 - the premium for *family* coverage is paid prior to the effective date as shown on the application or confirmation of insurance..
 - Automatic Extension of Coverage**
Upon notifying *MSH Assistance* *your* coverage will extend automatically, without additional premium, for up to 72 hours if *your* stay is prolonged beyond the expiry date due to any of the following reasons:
 - Delay beyond *your* control of the *vehicle*, airline, bus, train or government operated ferry system in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the expiry date and the conveyance must be due to arrive prior to the expiry date;

- b. Medical evidence supports that *you* are medically unfit to return to *your country of origin* due to a covered *sickness* or *injury* on or before the expiry date.
- c. *You* are *hospitalized* due to an *emergency* on the expiry date indicated on *your* confirmation of insurance as a result of a covered *sickness* or *injury*. Coverage extends for the period of *hospitalization* and the 72-hour extension will commence upon release from *hospital*.

BENEFITS

The insurer will reimburse the *reasonable and customary costs* for eligible expenses described in this section that are incurred as the result of a covered *emergency* up to the *sum insured*, subject to all policy limitations, exclusions and provisions. However, certain expenses, as specified below, are covered only with the prior approval of *MSH Assistance*.

1. Hospital Accommodation

- a. Charges up to the ward rate (semi-private room for Enhanced plan) charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive care or coronary care unit are also covered.
- b. Emergency-room fees.
- c. *Emergency* out-patient services provided by a *hospital* when *medically necessary*.

2. Medical Services

Medical treatment by a legally licensed *physician*, surgeon, anesthetist or registered graduate nurse (other than an *immediate family member* of the *insured person*).

3. Diagnostic Services

Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of the *emergency medical treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms or ultrasounds and biopsies unless such services are approved in advance by *MSH Assistance*.

4. Prescriptions

Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when *medically necessary* for *emergency medical treatment*, except when needed to stabilize a chronic condition or a medical condition which an *insured person* had before the trip. This benefit is limited to a 30-day supply and up to \$500 (\$1,000 for Enhanced plan) per prescription, unless the *insured person* is *hospitalized*.

5. Private Duty Nurse

When approved in advance by *MSH Assistance* and prescribed by an attending *physician*, the professional services of a registered private duty nurse (other than by an *immediate family member*) as the result of a covered *emergency* when *medically necessary* and while *hospitalized* or in lieu of *hospitalization*. Coverage is limited to \$5,000 when in lieu of *hospitalization*.

6. Follow-up Visits

When approved in advance by *MSH Assistance*, up to \$1,000 for follow-up visits, provided they are directly related to *your emergency*.

7. Paramedical Services

When approved in advance by *MSH Assistance*, the services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist, or osteopath to a maximum of \$300 (\$500 for Enhanced plan) per *insured person*, per profession listed above.

8. Dental Emergency

When performed by a legally qualified dentist or oral surgeon, *emergency* dental treatment:

- a. up to \$1,000 (\$3,000 for Enhanced plan) to repair or replace whole or sound natural teeth or permanently attached artificial teeth damaged as a result of an accidental blow to the face; and
- b. up to \$300 (\$500 for Enhanced plan) for relief of pain caused other than by a blow to the face and for which *you* have not previously received treatment or advice.

Treatment must be initiated within 48 hours from the time the *emergency* began and be completed no later than 90 days after treatment began and before *your* expiry date or *you* return to *your country of origin*.

9. Medical Appliances

When approved in advance by *MSH Assistance* and prescribed by the attending *physician*, up to a maximum of \$5,000 for minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair, not exceeding the purchase price.

10. Emergency Transportation

- a. Licensed ambulance services (includes taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*;
- b. Transportation between *hospitals* when ordered by the attending *physician* for *emergency medical treatment*;
- c. If, as the result of a covered *emergency*, *your* treating *physician* or the *MSH Assistance* Medical Team recommends that *you* be returned to Canada or *your country of origin*, the costs incurred for:
 - i. one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher or upgrading charges if *your attending physician* states in writing that it is *medically necessary*;
 - ii. return economy airfare via the most direct route for a qualified medical attendant to accompany *you* if required by the airline or if *your attending physician* states in writing that it is *medically necessary*;
 - iii. air ambulance if *medically necessary*

only when approved and arranged by *MSH Assistance*.

11. Accidental Death & Dismemberment

The *insurer* agrees to pay up to \$100,000, for loss of life, limb or sight of an *insured person* resulting directly from accidental *injury* occurring during the coverage period, except while boarding, riding in, or alighting from an aircraft.

Benefits are payable according to the following schedule:

- a. 100% of *sum insured* resulting from the same accidental *injury* for loss of:
 - i. life; or
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or
 - v. one hand and entire sight of one eye; or
 - vi. one foot and entire sight of one eye.
- b. 50% of *sum insured* resulting from the same accidental *injury* for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

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

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

Note: All claims incurred after the termination date of the *insured person's* insurance policy must be supported by documented proof of the event resulting in the delayed return. This benefit does not include costs associated with flight change.

Exposure and Disappearance

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

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

12. Flight Accident

Up to \$50,000 in case of death of an *insured person* as a result of an *injury* sustained during the coverage period while travelling as a fare-paying passenger on a commercial airline. If the total claims for the same *accident* exceed \$300,000, the *insurer's* liability for that *accident* is limited to \$300,000 which will be shared proportionately among all claimants involved in the same *accident* and who are covered under all policies underwritten by the *insurer*.

13. Repatriation of Remains

In the event of *your* death as a result of covered *accident* or unforeseen *sickness*:

- a. up to a maximum of \$5,000 (\$10,000 for Enhanced plan) toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to *your country of origin*; or
- b. up to \$2,500 (\$5,000 for Enhanced plan) for cremation and/or burial at the place of death.

The cost of the casket, urn or funeral is not covered.

The following benefits apply only if you have selected and paid for the Enhanced plan as shown on your confirmation of insurance.

14. Transportation to Bedside

When approved in advance by *MSH Assistance*, single round-trip economy airfare plus up to \$150 per day to a maximum of \$3,000 for the cost of meals and commercial accommodation for one person of *your* choice to:

- a. be with the *insured person* if the *insured person* is travelling alone and has been *hospitalized* as the result of a covered *emergency*. To be payable, this benefit requires that the *insured person* eventually be *hospitalized* as an *in-patient* for at least 3 consecutive days and that the attending *physician* provide written certification that the situation was serious enough to warrant the visit; or
- b. identify the deceased *insured person* prior to the release of the body, where necessary.

15. Meals and Accommodation

When approved in advance by *MSH Assistance*, up to \$150 per day, to an overall maximum of \$3,000 for *your* commercial accommodation, meals, essential telephone calls, internet fees, bus or taxi fare or rental car in lieu and child care costs for *your dependents* up to age 18 (excluding child care provided by an *immediate family member*), if, upon a *physician's* advice:

- a. *you* or *your travel companion* are *hospitalized* on the date *you* are scheduled to return to *your country of origin* or place of residence in Canada; or
- b. *you* or *your travel companion* are transferred to a different *hospital* in another city for *emergency medical treatment*.

The fact that an *insured person* is unable to travel must be certified by the attending *physician* and claims must be supported with original receipts from commercial organizations.

16. Hospital Allowance

Up to \$50 per day to a maximum \$500 for incidental expenses billed by the *hospital* such as telephone, television or internet charges while *you* are *hospitalized*.

17. Return and Escort of Children

When approved and arranged in advance by *MSH Assistance*, up to economy airfare to return accompanying *dependent children* to the departure point in the event that *you* are returned to *your country of origin* or Canada under the Emergency Transportation benefit. The *insurer* will also pay for an escort to accompany the *dependent children*.

18. Excess Baggage Return

When approved and arranged in advance by *MSH Assistance*, up to \$500 for the cost of returning *your* excess baggage to the departure point in the event that *you* are returned to *your country of origin* or Canada under the Emergency Transportation benefit.

EXCLUSIONS

This policy does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1.

Any *sickness, injury* or medical condition that existed prior to the effective date if *you* have selected and paid for Plan 1 as indicated on *your* Confirmation of Insurance.

If *you* have selected and paid for Plan 2 as indicated on *your* Confirmation of Insurance, there is no coverage for any *sickness, injury* or medical condition that existed prior to the effective date, other than:

a.

Up to **Age 69**: Any *sickness, injury* or medical condition that was *stable* in the **90 days** prior to the effective date.

b.

Age 70–84: Any *sickness, injury* or medical condition that was *stable* in the **180 days** prior to the effective date provided *you* have accurately answered no to all questions on the medical declaration. If any question on the medical declaration is answered yes, there is no coverage for any *sickness, injury* or medical condition that existed prior to the effective date, whether or not *stable*.
2.

Expenses related to a *sickness* or *injury* that would have caused an ordinarily prudent person to seek *medical treatment*, advice, diagnosis or care during the 90 day period immediately prior to the effective date.
3.

Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
4.

Any *sickness* or *injury* which occurred prior to the effective date of *your* policy when coverage has been extended after *your* arrival in Canada.
5.

Any costs incurred outside of Canada after *you* exceed 30 consecutive days in any country other than Canada during the coverage period.
6.

Any costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as a *terminal illness* prior to the effective date.
7.

Any *medical treatment* which can reasonably be delayed until *you* return to *your country of origin* by the next available means of transportation, whether *you* intend to or not.
8.

Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, convalescent or ongoing care or *medical treatment* of an acute *sickness* and/or *injury* after the initial *emergency* has ended.
9.

Expenses incurred whereby this policy was purchased specifically to obtain *medical treatment* outside *your country of origin*, whether or not recommended by *your* attending *physician*.
10.

Any *medical treatment* in *your country of origin*.
11.

Any medical condition for which symptoms were present or for which *you* received *medical treatment* during a temporary visit to *your country of origin* during the coverage period.
12.

Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges. Implants required to stabilize an *emergency* medical condition may be covered if pre-approved by *MSH Assistance*.

DEFINITIONS

Certain italicized terms used in this policy are defined in this section.

Accident means a sudden, unforeseen, unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

Country of Origin means the country for which the *insured person* holds a passport. If the *insured person* holds more than one passport, the *country of origin* will be taken to mean the country that the *insured person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one *country of origin* for the *family*, which will be the *country of origin* declared on the application.

Deductible means the amount (if applicable), in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The *deductible* applies once per *insured person*, per covered *emergency*.

Dependent Children means unmarried persons residing with *you* and dependent on *you* for support if *you* are their parent, grandparent or legal guardian, and on the effective date they are at least 15 days of age and:

- a.

under 21 years of age; or
- b.

under 26 years of age and a full-time student; or
- c.

have a mental or physical impairment.

Emergency means an unexpected and unforeseen *sickness* or *injury* occurring during the coverage period for which *you* require immediate *medical treatment* for the relief of acute pain or suffering occurring while on a covered *trip* and that such *medical treatment* cannot be delayed until *your* return to *your country of origin*, whether *you* intend to or not. An *emergency* no longer exists when *you* are declared medically fit to travel by the *MSH Assistance* Medical Team and no further benefits are payable in respect of the medical condition which caused the *emergency*.

Family means *you* and/or *your spouse* up to age 69 and *your dependent children* when *your* names appear on the application or confirmation of insurance. Coverage dates must be the same for all *family* members. All *family* members must live at the same address while in Canada.

Government Health Insurance Plan means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

Heart Disease or Condition is any Angioplasty or Stenting in or around the heart (coronary or carotid arteries or aorta), Angina, Atrial Fibrillation, Heart Failure (with reduced or preserved ejection fraction), Heart Attack/Myocardial Infarction, Irregular Heartbeat or Heart Murmur due to valvular pathology, Pacemaker/Defibrillator insertion, any Cardiovascular, Valve or Bypass surgery or any other condition or diagnosis relating to the Heart or Blood Vessels of the Heart.

Hospital means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and *in-patient* care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, or a facility operated mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre or health spa.

Hospitalization or Hospitalized means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for whom admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means the *spouse*, natural or adopted child, step-child, parent, step-parent, legal guardian, legal ward, brother, sister, step-brother, step-sister, in-law, grandparent, grandchild, aunt, uncle, niece, nephew of the *insured person*.

Injury means an unexpected and unforeseen harm to the body that is caused by an *accident*, sustained by an *insured person* during the *coverage period* and that requires *emergency treatment* that is covered by this policy.

Insured, Insured Person means any eligible person named on the application and confirmation of insurance for whom the required premium has been paid.

Insurer means certain Lloyd’s Underwriters who provide this insurance.

In-patient means a patient who occupies a *hospital* bed for more than 24 hours for *medical treatment* and for whom admission was recommended by a *physician* when *medically necessary*.

13.

The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this policy, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
14.

Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
15.

Routine pre-natal care; *your* pregnancy or childbirth or complications thereof occurring in the 9 weeks before or after the expected delivery date.
16.

For children under 2 years of age any *sickness* or medical condition resulting from or related to a congenital defect.
17.

Expenses for any benefit or *medical treatment* that requires prior approval by *MSH Assistance* if such approval was not provided, except in extreme circumstances where such *medical treatment* is performed on an *emergency* basis immediately upon admission to *hospital*.
18.

A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured* is *hospitalized*.
19.

Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs or any other intoxicant.
20.

Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
21.

Your suicide, attempted suicide or self-inflicted *injury*, whether *you* are sane or insane.
22.

Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated) or scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters).
23.

Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
24.

Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
25.

War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country.
26.

Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
27.

Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.
28.

The worsening, recurrence, side effects or complications of a medical condition resulting from *your* non-compliance or failure to follow the directions of a *physician* or other health care provider except as provided under Benefit #13 - Repatriation of Remains.

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. *Medical treatment* includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

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

- a.

is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b.

is not experimental or investigative in nature;
- c.

cannot be omitted without adversely affecting the condition of the *insured person* or quality of medical care;
- d.

cannot be delayed until the *insured person* returns to their *country of origin*.

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

MSH Assistance means the company designated by the *insurer* to provide emergency assistance services.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A *physician* must be a person other than the *insured person* or an *immediate family member*.

Reasonable and Customary Costs means costs that are incurred for approved, covered medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* and/or *injury*.

Sickness means a sudden and unforeseen disease or disorder of the body which results in loss during the coverage period. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person to whom the *insured* is legally married or with whom the *insured* has been living in a common-law relationship for at least the last 12 months.

Stable means any medical condition (whether or not the diagnosis has been determined) for which there has been:

- a.

no *hospitalization*; and
- b.

no new diagnosis, treatment or prescribed medication; and
- c.

no change* in treatment or medication; and
- d.

no new, more frequent or more severe symptoms; and
- e.

no new test results showing deterioration; and
- f.

no referral to a specialist (made or recommended) and *you* are not awaiting surgery or the results of further investigations performed by any medical professional.

*Change includes any new treatment or medication, stopped treatment or medication, increase or decrease in treatment or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when *you* are taking insulin or oral diabetes medication.

Sum Insured means the maximum amount payable that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

Terminal Illness means the *insured person* has a condition that is cause for the *physician* to estimate that the *insured person* has less than 6 months to live.

Travel Companion means someone who shares travel arrangements with *you* up to a maximum of 4 people.

Trip means the period between the effective and expiry date shown on *your* confirmation of insurance.

You, Your, Yourself means the *insured person*.

LIMITATIONS AND RESTRICTIONS

Notification to MSH Assistance

MSH Assistance must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the insured undergoing such surgery, procedure, testing or treatment. It remains your responsibility to inform your attending physician to call MSH Assistance for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.

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

If you fail to do so without reasonable cause, then the insurer will pay 80% of the claim payable. You will be responsible for the remaining 20% of the claim payable. You will be responsible for any expenses that are not payable by the insurer.

Limitation of Benefits

Once the insured person is deemed medically stable to return to their country of origin or by virtue of discharge from a medical facility, the emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the emergency will no longer be eligible for coverage under this policy.

Inability to Obtain Medical Records

In the event that the insurer is unable to obtain medical records from your country of origin your medical history will be based on information developed from your attending physician’s report, medical examination or other sources of pertinent information.

Availability and Quality of Care

Neither the insurer nor MSH Assistance shall be responsible for the availability or quality of any medical treatment (including the results thereof) or the failure of the insured person to obtain medical treatment during the coverage period.

GENERAL PROVISIONS

Aggregate Limit

The total aggregate limit for all losses resulting from any one incident under all travel insurance policies underwritten by the insurer is \$20,000,000 CAD.

Applicable Law

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by you, your heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

Arbitration

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the insured. The parties agree that any action will be referred to arbitration.

Currency

All sums payable under this policy are in Canadian currency. If an insured person has paid a covered expense in a currency other than Canadian currency, the insured person will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

Limitation of Actions

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

Limitation of Benefits

Once the insured person is deemed medically stable to return to their country of origin or by virtue of discharge from a medical facility, the emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the emergency will no longer be eligible for coverage under this policy.

Misrepresentation and Non-Disclosure

The entire coverage under this policy shall be voidable if the insurer determines, whether before or after loss, that the insured person has concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or their interest therein, or if the insured person refuses to disclose information or to permit the use of such information, pertaining to any of the insured persons under this policy. Consequently and following a loss, no claim shall be payable by the insurer and the insured person shall be solely responsible for all expenses relating to their claim, including medical repatriation costs.

Misstatement of Age

If your age has been misstated to the insurer, the coverage and/or premium may be adjusted in accordance with the correct age as of the date you applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

Other Insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing hospital, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside your country of origin that are in excess of the amounts for which an insured person is insured under such other coverage.

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

Overpayment of Benefits

Nothing in this policy will prevent the insurer from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

Premium Payment

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. All payments must be made by credit card. Premium rates, policy terms and conditions are based on your age as of the effective date. If the premium paid is insufficient for the coverage selected, the insurer will charge and collect any underpayment. Coverage will be null and void if the premium is not received, if credit card charges are invalid or if no proof of your payment exists.

If you have selected the Monthly Payment Option, monthly payment amounts will be calculated as 1/12 of the total premium due. An amount equal to two months’ premium plus a policy issue fee will be billed on the effective date of the policy. The remaining 10 monthly payments will be billed on the same date of the subsequent 10 months.

If a payment is not received, the insurer will advise your broker of the missed payment. The expiry date will be calculated based on all premium payments received. If a replacement payment is not received prior to the expiry date all coverage will cease under this policy. The insurer will not be liable for any claims that occur after the policy has expired.

Protecting Your Privacy

The insurer places great importance on the protection of your privacy. Your personal information will be collected, used and disclosed only for the purpose of providing you with the insurance services you requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, MSH Assistance and the insurer may collect your personal health information held by a third party. This information may be released to

Medical Transfer or Repatriation

The insurer reserves the right, as reasonably required and at its expense, to transfer you to any hospital or to transport you to Canada or your country of origin during an emergency for medical treatment of your sickness or injury.

If you refuse to be transferred or transported when declared medically fit to travel by the MSH Assistance Medical Team, any continuing costs incurred for such sickness or injury after your refusal will not be covered and the payment of such costs becomes your sole responsibility. Coverage for the sickness or injury ceases upon your refusal and no coverage will be provided for that sickness or injury for the remainder of the coverage period.

Limits on Assistance Services

MSH Assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible by MSH Assistance. MSH Assistance will use its best efforts to provide services during any such occurrence.

Limitations on Renewal

Upon renewal of coverage, for a claim reported under the previous policy, the following wording may be included in the policy :

“Any medically required follow-up appointment that is scheduled after the expiry date of the policy with respect to an accident or sickness (limited to \$1,000 for sickness), must be pre-approved by the Assistance Centre and will only be considered for reimbursement if the initial emergency is reported to the Assistance Centre prior to the expiry date and if that initial emergency is a payable claim.”

employees of MSH Assistance and the insurer for claims analysis and to better serve you.

In no case will the insurer release this information to any person or organization that is not clearly entitled to it without first seeking your consent. For details of the insurer’s privacy policy please see:

Refunds

- 1. If cancellation of your policy is requested prior to the effective date, the full premium paid will be refunded less any applicable administration fee. If the policy was purchased for a Super Visa application, satisfactory proof from Citizenship and Immigration Canada that your Super Visa was denied will be required prior to the refund being accepted and processed.
- 2. The premium paid (less any administration fees) may be partially refunded for the unused portion of the premium if termination of your policy is requested because you must return to your country of origin prior to your scheduled return date, or you become eligible and/or covered under a government health insurance plan during the coverage period.

Note: Requests for refunds must be received in writing by your broker or sales agent no later than 60 days from the date you became eligible and/or covered under a government health insurance plan, or the date of your early return, or the expiry date of your policy. Once your broker or sales agent receives satisfactory proof (e.g. airline ticket/boarding pass, customs/immigration stamp) of your early return, or proof of the date you became eligible and/or covered under a government health insurance plan, your refund will be calculated from that date, otherwise calculation of such refunds will be based on the postmarked date of your written request.

Subrogation

If an insured person suffers a loss covered under this policy, the insurer is granted the right from the insured person to take action to enforce all the insured person’s rights, powers, privileges, and remedies, to the extent of benefits paid under this policy, against any person, legal person or entity which caused such loss. Additionally, if “no fault” benefits or other collateral sources of payment of medical expenses are available to the insured person, regardless of fault, the insurer is granted the right to make demand for, and recover, those benefits. If the insurer institutes an action it may do so at its own expense, in the name of the insured person, and the insured person will attend at the place of loss to assist in the action, in addition to providing the insurer all information, cooperation and assistance as the insurer may reasonably require. If the insured person institutes a demand or action for a covered loss, the insured person shall immediately notify the insurer so that the insurer may safeguard its rights. The insured person shall take no action after a loss that will impair the rights of the insurer set forth in this paragraph and shall do all such things as are necessary to secure such rights.

STATUTORY CONDITIONS (GENERAL CONDITIONS IN QUÉBEC)

Notwithstanding any other provision herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of accident insurance.

The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

Waiver

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

Copy of Application

The insurer must, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

Material Facts

No statement made by the insured or a person insured at the time of application for the contract shall be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

Notice and Proof of Claim

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall,

- a.

i.

by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or

ii.

by delivery thereof to an authorized agent of the insurer in the province,
- not later than 30 days from the date a claim arises under the contract on account of an accident, sickness or disability;
- b.

within 90 days after the date a claim arises under the contract on account of an accident or sickness, furnish to the insurer such proof as is reasonably possible in the circumstances of:

i.

the happening of the accident or the start of the sickness,

ii.

the loss caused by the accident or sickness,

- iii.

the right of the claimant to receive payment,

iv.

the claimant's age, and

v.

if relevant, the beneficiary's age; and
- c.

if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such sickness or disability.

Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if,

1.

the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
2.

in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year from the date a court makes the declaration.

Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit their proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a.

the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim is pending, and
- b.

in the case of death of the person insured the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

When Moneys Payable

All money payable under this contract shall be paid by the insurer within 60 days after it has received proof of claim.

ASSISTANCE SERVICE

In the event of an emergency or if you require medical treatment you must contact MSH Assistance immediately at:

+1 (800) 203 8508

toll-free from the USA and Canada

+1 (416) 646 3107

collect where available

mshassistance@mshassistance.com

Emergency Call Centre — No matter where you are professional assistance personnel are ready to take your call 24 hours a day, 7 days a week.

Referrals — MSH Assistance can refer or direct you to nearby medical providers (hospitals, clinics and physicians).

Benefit Information — Explanation of this policy is available to you and to the medical providers who are treating the insured person.

Medical Consultants — The MSH Assistance team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious emergency.

Direct Billing — Whenever possible, MSH Assistance will instruct the hospital or clinic to bill MSH Assistance directly.

CLAIMS

Claims Procedures

The insured person may designate a beneficiary for the Repatriation of Remains and Accidental Death & Dismemberment benefits to receive the amount payable for their death. In the absence of such designation, the beneficiary shall be the estate of the insured person. All other benefits are payable to the insured person.

The insured person is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the insured person must submit:

- a.

a fully completed Claim Form (provided by MSH Assistance upon notification of claim);
- b.

all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or physician;
- c.

original prescription drug receipts (not cash receipts) from the pharmacist, physician or hospital showing the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost;

Claims Information — MSH Assistance will answer any questions you have about the eligibility of your claim, standard verification procedures and the way that the benefits under this policy are administered.

MSH Assistance must be contacted before you seek medical treatment. If your condition renders you unable to do so, then someone else must contact MSH Assistance immediately on your behalf. It is your responsibility to ensure that MSH Assistance has been contacted prior to receiving medical treatment or as soon as reasonably possible.

- d.

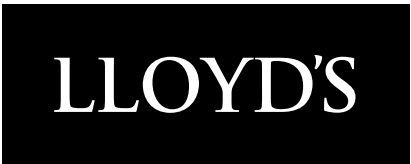
a copy of your airfare ticket and passport confirming travel dates and entry into Canada. For side trips, proof of both departure from and return to Canada. The type of proof depends on whether you travelled via airline or car (for example, copies of airline tickets, itinerary, boarding passes, gas receipts, hotel receipts, meal receipts, toll highway receipts, original duty-free shop receipts);
- e.

written proof of claim within 90 days of the date of receipt of services covered under this policy;
- f.

additional information pertinent to the insured person's claim, as may be required by MSH Assistance after receipt of the claim;
- g.

the unused portion of the insured person's air ticket to MSH Assistance, if the Emergency Transportation benefit is used.

IDENTIFICATION OF INSURER



Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

MSH INTERNATIONAL (CANADA) LTD., Suite 602, 150 King St West, Toronto, Ontario, Canada M5H 1J9

Claims administered by:

MSH Assistance
150 King Street West, Suite 602, PO Box 75
Toronto, Ontario, Canada M5H 1J9