

# *Student Medical Insurance*

Effective Date: July 2008

Revised Date: July 2012



**Rest Insured.** 



TRAVEL UNDERWRITERS

## Table of Contents

## Page

Contact Information . . . . .	4
10-Day Full Refund Provision . . . . .	5
Insuring Agreement . . . . .	5
Validation of Coverage . . . . .	5
Eligibility . . . . .	5
Period of Coverage . . . . .	6
Hospital/Medical Insurance . . . . .	6
Accidental Death and Dismemberment Insurance . . . . .	12
General Exclusions . . . . .	13
General Conditions . . . . .	14
Definitions . . . . .	16
Extensions to Policy . . . . .	19
Statutory Conditions . . . . .	20
How to Claim . . . . .	22
Assistance Services . . . . .	23

This is *your* insurance document. This document contains clauses that may exclude or limit *your* coverage. Please read it carefully.

## CONTACT INFORMATION

Keep these numbers handy when you travel. You can contact us at the following numbers or visit us at [www.oneworldassist.com](http://www.oneworldassist.com)

### Claims/Hospitalization

In the event of hospitalization, call OneWorld Assist immediately:

From Canada & USA	1-800-663-0399
From Mexico	001-800-514-9976
Outside N. America & Mexico (global toll-free)	*800-663-00399
Worldwide (collect)	**604-278-4108

### Notice to insured, physicians and hospitals

It is a condition of the Insurance that in the event of medical emergency due to sickness or injury which may require or result in hospitalization, the insurer must be notified as soon as possible.

### Policy Extensions During General Business Hours

To extend your period of coverage while travelling, simply call us:

From Canada & USA	1-800-663-5389
From Mexico	001-800-514-9976
Outside N. America & Mexico (global toll-free)	*800-663-00399
Worldwide (collect)	**604-276-9900

\* To use the global toll-free service when you are travelling outside North America and Mexico, you must first dial the international access code (see list below) to reach Canada, then enter our 11-digit toll-free number. For example, if you are in Australia, dial 0011 + 800-663-00399.

Argentina	00
Australia	0011 or 00111
Austria	00
Belarus	810
Belgium	00
Bulgaria	00
China	00
Colombia	005 or 00
Costa Rica	00
Cyprus	00
Czech Republic	00
Denmark	00
Estonia	00
Finland	00 or 990
France	00
Germany	00
Hong Kong	001
Ireland	00
Israel	00 or 014
Italy	00
Japan	010 or 0061 010 or 0041 010 or 001 010 or 0033 010
Latvia	00
Luxembourg	00
Macau	00
Malaysia	00
Netherlands	00
New Zealand	00
Norway	00
Philippines	00
Poland	00
Portugal	00
Russia	810
Singapore	001
Slovenia	00
South Africa	09 or 00
South Korea	001 or 002 or 008
Spain	00
Sweden	00
Switzerland	00
Taiwan	00
Thailand	001
United Kingdom	00
Uruguay	00

\*\* If you are unable to use the global toll-free service and access codes shown above (subject to change without notice), please call us collect. You can complete your call by speaking immediately with a Canadian operator using one of the Canada Direct access numbers listed on our website at [www.oneworldassist.com](http://www.oneworldassist.com) or with the assistance of a local operator. Tell the Canadian or local operator you wish to make a collect call to Canada at 604-276-9900 (for policy extensions) or at 604-278-4108 (for claims/hospitalization). Some restrictions may apply depending on the country from which the call is originating.

All Italicized words have the meanings set out in the Definitions section.

## 10-DAY FULL REFUND PROVISION

You have 10 days from the application date to review this Policy to ensure it meets *your* Insurance needs. A full refund is available provided no travel has taken place and/or no claim has been or will be submitted.

To cancel *your* Policy, *you* must contact *your* agent or *Travel Underwriters* during general business hours. The request must be received no later than 10 days from the application date of the Policy. Other refunds may be available, please refer to the Refunds section of the plan *you* have purchased.

## INSURING AGREEMENT

In consideration of having paid the required premium in full and having completed the *application* provided by *Travel Underwriters* or one of its *designated representatives*, the *company* hereby agrees to provide Insurance in accordance with the terms and conditions of the Policy as set forth herein. This policy booklet becomes *your* Policy of Insurance.

All the limits of Insurance are per person, per period of coverage to a maximum of 365 days including extensions.

## VALIDATION OF COVERAGE

At the time the required premium is paid *your* coverage will be validated when the *company* or the *designated representative* provides *you* with a completed, time dated and numbered *application*.

## ELIGIBILITY

### Applicable to inbound students

You are eligible for coverage if:

1. *You* are 69 years and under at the time of application date of the Policy; and,
2. *You* are a student enrolled in a *school* within Canada; or,
3. *You* are an accompanying *family* member of the student residing in Canada; and,
4. *You* are not insured under a provincial or territorial government health care plan. If *you* become eligible for and insured under the government health care plan of the province or territory in which *you* study, the Insurance will then apply in excess of this provincial or territorial government health care plan; and,
5. *You* are not travelling against a *physician's* advice and *you* have not been diagnosed with a *terminal condition*.

### Applicable to outbound students

You are eligible for coverage if:

1. *You* are 40 years and under at the time of application date of the Policy; and,
2. *You* are a student enrolled in a *school* outside Canada; or,

3. *You* are an accompanying *family* member of the student studying outside of Canada; and,
4. *You* must be insured or eligible for benefits under the government health care plan of the province or territory in which *you* reside. If *you* are not insured under the government health care plan of the province or territory in which *you* reside, the portion that would have been refunded by the provincial or territorial government health care plan is not a benefit of this Insurance; and,
5. *You* are not travelling against a *physician's* advice and *you* have not been diagnosed with a *terminal condition*.

## PERIOD OF COVERAGE

Your coverage commences on:

1. the effective date as shown on the *application*.

Your coverage terminates on the earliest of the following dates:

1. the expiry date indicated in the *application*;
2. 60 days after the date *you* are no longer enrolled in a *school* within Canada or the country of study.

### Conditions

1. Travel worldwide during the period of coverage is valid as long as the majority of the period of coverage is spent in Canada or country of study. Visits to *your home country* are permitted; *your* Policy will not terminate, however expenses will not be covered while in *your home country*.
2. When *you* are enrolled in a *school*, coverage will be provided during *school* breaks as long as *your* Policy is in effect during these periods.

## HOSPITAL/MEDICAL INSURANCE

### Benefits

Maximum limit - \$2,000,000

If *hospitalization* or *medical treatment* due to a medical *emergency* is required by *you* while enrolled in a *school*, the *company* will pay *you* or the *physician* and *hospital* of *your* choice directly for all eligible medical expenses up to the sum insured in the event of a covered claim. To qualify for reimbursement the expenses must be *medically necessary* for the treatment of an *acute*, sudden and unexpected *sickness* or *accident*.

If *you* are not insured under the government health care plan in the province or territory in which *you* reside, the portion that would have been refunded by the provincial or territorial government health care plan is not a benefit of this Insurance (outbound students only).

#### 1. Emergency medical treatment

- **Hospital confinement and medical treatment**

*Emergency hospital* confinement (limited to semi-private accommodation) and/or *emergency medical treatment* by a *physician* for the actual, usual and customary charges for reasonable and necessary *hospital* and medical expenses. In the case of *hospital* confinement any coverage related to the *hospital* confinement terminates upon release from *hospital* except as specified under

the section Hospital/Medical Insurance, heading Benefits, Non emergency treatment.

- **Physician**

The services of a *physician*.

- **Ambulance services**

The services of a licensed ambulance and paramedics, including mountain and sea rescue, from the scene of the *accident* or place of onset of the *sickness* to the nearest *hospital*. If an ambulance is medically required but is unavailable, the *company* will reimburse up to \$125 for taxi expenses, taxi receipt required.

- **X-ray examinations**

X-ray examinations and diagnostic laboratory procedures.

- **Medicines and/or drugs**

Up to a maximum of \$10,000 to a limit of a 30-day supply for medicines and/or drugs (excluding vitamins, minerals, dietary supplements, contraceptives and over the counter medicines) that require a *physician's* written prescription following a consultation (original pharmacy prescription receipts are required). While *you* are confined to *hospital*, the *company* will reimburse the total cost of such medicines and/or drugs.

- **Rental of essential medical appliances**

Rental of essential medical appliances including but not limited to wheelchairs, crutches and canes, but in no event will the rental amount payable exceed the total purchase price.

- **Private duty nursing**

Up to a maximum of \$15,000 for private duty nursing services performed by a registered nurse (R.N.) other than a relative, when ordered in writing by the attending *physician* expressly in lieu of *hospitalization*.

#### 2. Professional medical services

Up to a maximum of \$600 per practitioner for the services of a physiotherapist, chiropractor, chiropodist, osteopath, podiatrist, acupuncturist, naturopath for the relief of *acute emergency* pain or speech therapist. A referral from a *physician* is required for acupuncturist and naturopath. All practitioners must have met the national and/or provincial/territorial legal and professional requirements necessary for the practise of their profession.

#### 3. Emergency air transportation

**This benefit is payable only when pre-approved and arranged by *OneWorld Assist***

- a) medical air evacuation to the nearest medical facility equipped to provide the required treatment, or for return to *your home country*; or,
- b) the cost of stretcher fare or one-way economy airfare on a commercial flight via the most direct route to return to *your home country* if the attending *physician* recommends it in writing, and
- c) the cost of a return economy airfare on a commercial flight via the most direct route for a qualified medical attendant to accompany *you* when the attendant is *medically necessary* or required by the airline.

#### 4. Annual physician visit

Up to a maximum of \$150 for one visit to a *physician* for a general check-up or one consultation session and prescription of the 'morning after pill' over a 12 consecutive month period provided *you* have purchased a 365-day policy.

#### 5. Non emergency treatment

Up to a maximum of \$3,000 to continue *medical treatment* provided treatment is a direct result of the initial *emergency medical treatment*.

#### 6. Maternity

Up to \$25,000 for pre-natal care (including but not limited to tests and prescribed medication), involuntary termination of pregnancy or resulting complications provided the pregnancy commenced during the period of coverage. Newborns can be added to the Policy from 15 days of age provided the appropriate additional premium has been paid. Benefits will only be payable in the country of study.

#### 7. Impacted wisdom teeth

Up to a maximum of \$150 per tooth for the extraction of impacted wisdom teeth when *medically necessary* and performed in a dental or oral surgeon's office.

#### 8. Dental

The services of a licensed dentist or dental surgeon for *emergency* dental treatment, including the cost of prescription drugs and x-rays, as follows:

- a) dental expenses *you* incur up to a maximum of \$5,000 for an *accident* requiring the repair or replacement of sound natural teeth or permanently attached artificial teeth. This includes the repair of restorative dental work including amalgam and composite fillings, retentive pins and prefabricated posts for fillings and standard metal crowns and bridges.
- b) dental expenses *you* incur for dental pain relief other than pain caused by an *accident*, up to a maximum of \$600.

Treatment must be completed no later than 90 days after treatment began and must be completed during the period of coverage.

#### 9. Repatriation

In the event of *your* death during a trip:

- a) up to a maximum of \$15,000 for the preparation and return of *your* body, including the cost of a standard shipping container (excluding the cost of a burial coffin), to *your home country*, or,
- b) up to a maximum of \$5,000 for the burial or cremation at the place of death (excluding cost of a burial coffin or urn), in the event *your* body is not returned to *your home country*; and,
- c) up to a maximum of \$5,000 for transportation costs of one *family* member to go to the place of *your* death to identify *your* body when it is necessary to be identified prior to the release of *your* body and \$150 per day up to a maximum of \$1,500 for meals and commercial accommodation.

#### 10. Psychiatric/psychological

The Policy covers expenses incurred:

- a) up to a maximum of \$1,000 for out-patient care by a *physician*, a licensed psychiatrist or psychologist including psychiatric or psychological counselling, following an *emergency*; or,
- b) up to a maximum of \$10,000 for in-patient *hospitalization* due to psychiatric, psychological, *mental or emotional disorders*.

#### 11. Family transportation

**This benefit is payable only when pre-approved and arranged by *OneWorld Assist*.**

- a) up to a maximum of \$5,000 for the round trip transportation costs for one *family* member to be with *you* while *you* are in *hospital* if an attending *physician* considers it necessary and,
- b) \$150 per day up to a maximum of \$1,500 for meals and commercial accommodation.

#### 12. Eye examination

One visit to a licensed optometrist or ophthalmologist over a 12 consecutive month period to examine an abnormality in the visual system.

#### 13. Prescription glasses/contact lenses/hearing aids

Up to a maximum of \$200 for prescription glasses, contact lenses and hearing aids required as a result of an *accident*. This benefit does not cover the repair or replacement of prescription glasses, contact lenses and/or hearing aids.

#### 14. Tutorial services

Up to \$20/hour to a maximum of \$400 for the costs of a qualified private tutorial service in the event *you* are *hospitalized* for 30 consecutive days or more.

#### 15. Accidental death and dismemberment

Up to a maximum of \$10,000 for death or dismemberment as a result of an *accident* during a covered trip.

Refer to section Accidental Death and Dismemberment Insurance for coverage details.

#### Exclusions

In addition to the general exclusions, the *company* will not be liable to provide coverage, services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. Any *pre-existing condition* as defined with the exception of any condition which has remained *stable* in the 90 days prior to the effective date of the Policy. *Pre-existing conditions* that do not meet the criteria set out above are not covered.
2. *Medical treatment* and expenses incurred while in *your home country*.
3. A medical condition which originated while visiting *your home country* during the period of coverage or any condition wholly or partly, directly or indirectly, related thereto.

4. Voluntary termination of pregnancy or resulting complications; post-natal care, and childbirth or resulting complications.
5. Medical expenses incurred by an infant 14 days old or less.
6. A trip that is undertaken:
  - a) against *physician's* advice; or,
  - b) after diagnosis of a *terminal condition*.
7. Loss or repair of or damage to eyeglasses, contact lenses, prosthetic devices, hearing aids.
8. Conditions or any related conditions for which, prior to *your* arrival date in Canada or the country of study, testing or investigative consultation took place, was scheduled to take place or was recommended for the purpose of establishing a diagnosis (not including routine check-up or routine monitoring for a *stable* condition), and for which results had not yet been received at the time of departure from *your home country*. This includes tests, which were recommended or scheduled prior to departure, but had not yet taken place at the time of departure.
9. Test and investigative consultation including, but not limited to biopsies, except when performed at time of *emergency sickness* or *injury*, except as specified under the section Hospital/Medical Insurance, heading Benefits, Non emergency treatment.
10. Any *medical treatment* which is a continuation of an *emergency sickness* or *accident*, unless *you* are declared by an attending *physician* medically unfit to return to Canada or *your home country*, except as specified under the section Hospital/Medical Insurance, heading Benefits, Non emergency treatment.
11. *Elective treatment or surgery*.
12. Non emergency treatment or surgery except as specified under the section Hospital/Medical Insurance, heading Benefits, Non emergency treatment.
13. Any medical condition or recognized complication of a condition, where the purpose of *your* trip is to seek *medical treatment* or advice for that condition, and where the medical evidence indicates the *medical treatment* is related to that condition.
14. Treatment, service or prescriptions required for ongoing care, or provided in a chronic unit of a general *hospital*, convalescent or nursing home, health spa, or rehabilitation centre, or check-ups except as specified under the section Hospital/Medical Insurance, heading Benefits, Annual physician visit.
15. A medical condition for which treatment or *hospitalization* could have reasonably been expected.
16. Any subsequent claim of the same medical condition or related condition with respect to a *sickness* or *injury* which occurred during a covered trip.
17. Emergency air transportation unless pre-approved and arranged by *OneWorld Assist*.
18. Expenses incurred after emergency air transportation, when the emergency air transportation was not pre-approved and arranged by *OneWorld Assist*.
19. Expenses incurred as a result of *your* failure to accept or follow a *physician's* advice, treatment or recommended treatment.
20. Any condition(s) for which *you* are registered on a waiting list in *your home country* for treatment or diagnosis.
21. Any amount which would be payable under the government health care plan of *your* home province or territory, if *you* are not insured under this provincial or territorial government health care plan (outbound students only).
22. Any amount which would be payable under the government health care plan of *your* province or territory of study, if *you* are purchasing this plan as a supplement to any other primary insurance plan or contract (inbound students only).

#### **Automatic Extensions to Policy**

This Policy, after termination of any one period of coverage, will be automatically extended:

1. for 72 hours in the event a *delayed common carrier* prevents *you* from returning to *your home country*; or,
2. if *you* are *hospitalized* during the term of this Policy, for the period of *hospital* confinement plus 72 hours after release for *you* to travel to *your home country*.

#### **Refunds**

Refunds should be requested from the selling agent.

**Refunds are not available if a claim has been or will be submitted.**

#### **Full refunds**

A full refund is available if:

1. the entire Policy is cancelled prior to the effective date; or,
2. the entire Policy is cancelled after the effective date but no travel has taken place and the request is received within 10 days of the application date; or,
3. *you* have not arrived to Canada or *your* country of study; or,
4. *your* student visa for entry to Canada or country of study is refused; or,
5. *you* arrived in Canada or country of study but entry into Canada or country of study is denied.

Refund requests must be submitted to *Travel Underwriters* within 45 days from the effective date.

### Partial refunds

Requests for partial refunds must be received no later than 30 days after the expiry date of the Policy.

Partial refunds are available after the Policy has gone into effect if:

1. *you* have returned permanently to *your home country*; or,
2. *you* become eligible and covered under a provincial or territorial government health care plan (inbound students only); or,
3. *you* are no longer enrolled in a *school* within Canada or *your country* of study.

Refunds are subject to an administration fee.

Refunds will be calculated from the date of permanent return to *your home country*, or from the date *you* became covered under a provincial or territorial government health care plan (inbound students only) or the date *you* are no longer enrolled in a *school* within Canada or *your country* of study.

Refunds will not be issued if the amount is \$10 or less per Policy.

## ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**Air Flight/Common Carrier Accident – Maximum Limit - \$10,000**

**24-Hour Accident – Maximum Limit - \$10,000**

*The following maximum limits are only applicable if you have paid the appropriate additional premium.*

**Air Flight/Common Carrier Accident – Maximum Limit - \$100,000**

**24-Hour Accident – Maximum Limit - \$25,000**

### Covered Risks

#### Air Flight/Common Carrier

Death or dismemberment as a result of an *accident* sustained during a covered trip while riding as a fare-ticket passenger or while entering or leaving a lawfully operated licensed *common carrier*. Coverage is also applicable to *insured* children under two years of age accompanied by a fare-ticket passenger.

#### 24-Hour Accident

Death or dismemberment as a result of an *accident* during a covered trip in any other situation not specifically mentioned under Air Flight/Common Carrier above.

### Benefits

In the case of *your* accidental death or certain *losses* resulting from an *accident*, the *company* will pay to or on behalf of *you*, *your* estate or other *beneficiary*, the benefits as defined below, but in no event shall payment exceed the maximum sum insured under this section:

1. 100% of the maximum sum insured for *loss* of life, double dismemberment or *loss* of sight in both eyes.
2. 50% of the maximum sum insured for single dismemberment or *loss* of sight in one eye.

Benefits for *loss* of life, limb or sight are payable for *loss* which occurs within 90 days of the date of the *accident*.

Any claim based on *loss* of life, dismemberment or *loss* of sight must be substantiated by a certificate from the attending *physician* at the place of the *accident* attesting to the injuries sustained.

### Exclusion

In addition to the general exclusions, the *company* will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

1. *Terrorist activity*.

### Limitations

The total aggregate limit is \$10,000,000 for any one *accident* or event under this Policy and all policies issued by the *company*, which will be shared proportionately among all Policyholders.

### Refund

Refer to the Refunds section under the Hospital/Medical insurance for refund details.

## GENERAL EXCLUSIONS

In addition to the exclusions specified under each Insurance coverage, the *company* will not provide coverage, services or pay claims for expenses incurred directly or indirectly as a result of:

1. a) War, civil war, riot, rebellion, insurrection, revolution, invasion, hostilities or warlike operations (whether war be declared or undeclared), civil commotion, overthrow of the legally constituted government, military or usurped power, explosions of war weapons, utilization of nuclear, chemical or biological weapons;  
b) death or disablement in any way caused by or contributed by radioactive contamination; or  
c) any action taken in controlling, preventing or suppressing any, or all of a) or b) above.
2. Suicide or attempt thereof, self-inflicted injury, or the commission or attempted commission of any crime or offence.
3. Scuba diving unless *you* hold a basic scuba designation from a certified school or other licensing body.
4. Participation in any sport as a professional athlete (person engaging in a specific activity from which they earn the majority of their income) or while participating in any motorized sporting events, racing or speed contest, hang-gliding, bungee jumping, rock or cliff climbing, paragliding, skydiving, parachuting or *mountaineering*.
5. Psychotherapeutic treatment or rehabilitative treatment, psychological, *emotional* or *mental disorders*, except as specified under the section Hospital/Medical Insurance, heading Benefits, Psychiatric/psychological.

6. The consumption or abuse of any alcohol, drugs or medication, or any event, act or omission caused or contributed to by the use or abuse of alcohol, drugs or medication.
7. A condition arising out of or resulting from Acquired Immune Deficiency Syndrome ("AIDS") or AIDS Related Complex ("ARC") if the condition first manifested itself prior to the effective date of coverage or if the condition arose out of Human Immunodeficiency Virus ("HIV") which had first been diagnosed or that manifested itself prior to the effective date.
8. Expenses incurred if other insurance policies, plans or contracts, including any private or provincial automobile insurance, cover the loss. If, however, the loss exceeds the limits of the other policies, plans or contracts, if this insurance covers losses or periods not covered by those other policies, plans or contracts, this Insurance shall then apply in excess of all other valid insurance.
9. Treatment or services that contravene any provisions of any government health care plan of the province or territory in which *you* reside (outbound students only).
4. **Due Diligence** – *You* must act at all times so as to minimize the costs to the *company*.
5. **Currency** – Any dollar amount expressed in this Policy is deemed to be in Canadian currency.
6. In the event of a claim, upon request, *you* will establish the date of departure and initially planned date of return of the trip.
7. *You* shall be responsible for the verification of any *hospital* and medical expenses incurred and shall upon request obtain and provide to *OneWorld Assist* itemized accounts of all *hospital* and medical services which have been provided to *you*.
8. In the event of *medical treatment* or other circumstances that have led or may lead to a claim under this Policy, *you* authorize any *hospital*, *physician* or other person or organization that has records or knowledge of *your* health, medical history or other information relevant to the claim to provide that information to the *company* or *OneWorld Assist* and authorize the *company* and *OneWorld Assist* to use and disclose that information for the purpose of determining whether any claim that may be made is covered by this Policy or by another plan or policy.
9. If requested by the *company* or *Travel Underwriters* or *OneWorld Assist* *you* must furnish or consent to the release of *your* medical records for the relevant period prior to the effective date and/or during the term of the Insurance required in order to determine if the claim is payable. Failure to produce these records will invalidate *your* claim.
10. Any extension request when a claim has been made must be authorized by *Travel Underwriters*.
11. The availability, quality, results or effects of any *medical treatment*, assistance, *hospitalization*, transportation or *your* failure to obtain any of the above, is not the responsibility of either the *company* or *Travel Underwriters*, *OneWorld Assist* or any company or agency providing services on their behalves.
12. *OneWorld Assist* has been appointed by the *company* to be the sole provider of all assistance and claims processing services.
13. The *company* shall not reimburse any expense incurred after a period of 365 days has elapsed following the date on which the loss first occurred or the relevant *emergency* first occurred.
14. The *company* reserves the right to accept or to decline any person as an *insured*.
15. The *company*, *Travel Underwriters* and *OneWorld Assist* shall comply with all applicable privacy legislation and regulations.
16. In the event of unresolved disputes respecting any claim or portion thereof, the following should be contacted: Travel Underwriters, 11th Floor, 6081 No. 3 Road, Richmond, BC Canada V6Y 2B2.

## GENERAL CONDITIONS

### Provisions and Conditions

#### 1. Qualification, Misrepresentation and Fraud

The coverage under this Policy shall be void if *you* do not meet the eligibility requirements for the plan selected as set out in the *application*. The eligibility requirements are material to the risk for which Insurance is sought. In addition, the coverage under this Policy shall be void if, before or after any loss or claim, *you* or *your* representative conceal, misrepresent or fail to disclose any material fact or commit any fraud or false swearing pertaining to *you* or any claim.

2. **Subrogation** – If *you* acquire any right of action against any person, firm or organization for loss covered hereunder, *you* shall, if requested by the *company*, assign and transfer such claim or right of action to the *company* and will permit suit to be brought in *your* name under the direction and expense of the *company*. This right of subrogation is in addition to all other rights of subrogation existing under common law, equity or statute. *You* shall do nothing after a loss to prejudice the *company's* rights of subrogation. In the event that *you* make any legal claim against a third party based on an event that led to the payment of a claim under this Policy, *you* will include the amount of that claim in *your* legal claim against the third party, and will account to the *company* for any recovery from the third party.

3. Terms of the Policy which are in conflict with the statutes of the province or territory wherein this Policy is issued are hereby amended to conform to such statutes.

17. The law of the province or territory of Canada in which *you* ordinarily reside or in which *you* reside while *you* are a student in Canada will govern this Policy, including all issues of its interpretation and performance. Any legal action or other proceeding related to or connected with this Policy that is commenced by *you* or anyone claiming on *your* behalf or by an assignee of benefits under this Policy must take place in the courts of that province or territory or of the province or territory of Canada in which *you* purchased this Policy, and no other court has jurisdiction to hear or determine any such action or proceeding.
18. In the case of duplicate benefits in this Policy, claims are payable for one benefit only.
19. This Policy is void and does not provide any coverage if the information provided at the time of *application* is not true and accurate.

## DEFINITIONS

**Accident or injury** means physical injury to *you*, which occurs while Insurance under this Policy is in force, caused by violent external and accidental means, but does not include any injury caused by an event, act or omission which was caused or contributed to by the consumption of or abuse of any alcohol, drugs or medication by *you*.

**Acute** means the initial or *emergency* short course (not chronic) treatment phase of a sudden and unexpected *sickness or injury*.

**Application** means the printed form, printed or electronic receipt, Policy declaration, group manifest or document provided by *Travel Underwriters* or one of its *designated representatives*. The application forms part of the Insurance contract.

**Company** means Industrial Alliance Pacific Insurance and Financial Services Inc.

**Delayed common carrier** means a common carrier delayed solely due to an unannounced and unpublished labour dispute or strike, weather condition or hijacking, but does not include delay caused or contributed to by:

- a) detention by customs officials;
- b) war;
- c) air traffic delays caused by congestion in the skies; or
- d) mechanical breakdown.

**Dependent children** means all unmarried dependent children up to and including 21 years of age residing with *you* in Canada or in *your* country of study or up to 25 years if the child is a full time student attending a *school* in Canada or country of study; or if the child is mentally challenged or physically handicapped.

**Designated representative** means *Travel Underwriters* or its appointed agent.

**Elective treatment or surgery** means any *medical treatment*, test, investigations or surgery: a) not required for the immediate relief of *acute* pain and suffering; which, if not rendered, would not result in *you* being in continued danger; or, b) which reasonably could be delayed until *you* return to *your home country*; or, c) which *you* elect to have provided during an insured trip following *emergency medical treatment* of a medical condition or the diagnosis of a medical condition which, on medical evidence, would not prevent *you* from returning to *your home country* prior to such treatment or surgery.

**Emergency** means an unforeseen *sickness or injury*, which requires immediate *medical treatment* to alleviate existing danger to life or health. An emergency no longer exists, when the medical evidence indicates that *you* are able to continue the trip or return to *your home country*. Once such emergency ends, no further benefits are payable in respect of the condition which caused the emergency except as specified under the section Hospital/Medical Insurance, heading Benefits, Non emergency treatment.

**Emotional or mental disorder** means an emotional upset or condition, state of anxiety, situational crisis, anxiety or panic attack, or other mental health disorders that may be treated with tranquilizers or anti-anxiety medication.

**Family (for inbound students)** means a student aged 59 years and under plus their legal or common-law *spouse*, parent(s), step-parent(s), legal guardian(s), brother(s), sister(s), step-brother(s), step-sister(s) and their unmarried *dependent children* 25 years of age and under and who are living with the student while in Canada.

**Family (for outbound students)** means a student aged 40 years and under plus their legal or common-law *spouse*, parent(s), step-parent(s), legal guardian(s), brother(s), sister(s), step-brother(s), step-sister(s) and their unmarried *dependent children* 25 years of age and under and who are living with the student while in country of study.

**Home country** means the country *you* maintained a permanent residence in prior to *your* entry into Canada, or Canada if *you* are a Canadian student going to study outside of Canada.

**Hospital** means a legally constituted medical facility under the medical supervision of a *physician*, with either permanent facilities on the premises for surgery or a formal arrangement with another institution making such facilities available, and providing 24-hour nursing services. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate or a part of a regular general hospital, operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

**Hospitalization or hospitalized** means *medical treatment* in a *hospital* when admitted as an in-patient.

**Insured or insured person** means the person named in the *application* and all *family* members named in the *application* for whom the applicable premiums have been paid. This includes faculty, participants in educational/business/cultural exchanges and their *family*.

**Medical treatment** means any reasonable medical, therapeutic or diagnostic measure prescribed by a *physician* in any form including prescribed medication, reasonable investigative testing, *hospitalization*, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem. Medical treatment does not include either: a) the unchanged use of prescribed drugs or medication for a *stable* condition, symptom or problem; or b) a check-up where the *physician* observes no change in a previously noted condition, symptom or problem.

**Medically necessary** means the medical service or product in question is necessary to preserve, protect or improve *your* medical condition and well being.

**Mountaineering** means the act of climbing or descending from a mountain using specialized equipment including but not limited to pickaxes, ice axes, anchors, bolts, crampons, carabiners and lead or top rope anchoring equipment. Mountaineering includes but is not limited to rock climbing, snow and ice climbing.

**OneWorld Assist** means OneWorld Assist Inc.

**Physician** means a physician, surgeon, radiologist, anaesthesiologist who is registered and licensed to practice his or her medical profession in accordance with the regulations applying in the jurisdiction where the person practices.

**Pre-existing condition** means a medical condition, illness or *injury* known to *you*, and for which *you* have received medical consultation, diagnosis, and/or *medical treatment* by a *physician* prior to the effective date of the Policy and includes a medically recognized complication or *recurrence* of a medical condition.

**Recurrence** means the appearance of symptoms caused by or related to a medical condition which was previously diagnosed by a *physician* or for which *medical treatment* was previously received.

**School** means a school, university, college or other recognized institution of learning that is accredited by the local authorities.

**Sickness** means an *acute* illness requiring immediate *emergency* treatment as a result of a sudden onset of symptoms manifested while this Policy is in force, but does not include any illness or symptoms caused or contributed to by the consumption or abuse of any alcohol, drugs or medication by *you*.

**Spouse** means the person *you* are legally married to, or a person *you* have been living with for a minimum period of one year and who is publicly presented as *your* spouse, regardless of sex.

**Stable** means the medical condition is not worsening and there has been no alteration\* in any medication for the condition or its usage or dosage, nor any *medical treatment* prescribed or recommended by a *physician* or received, within the period specified in this Policy before the commencement date of a covered trip.

\*Alteration includes an increase or decrease in medication dosage, usage or a change in medication type, but does not include changes due solely to the availability of your usual brand or due to government regulations regarding reference-based pricing.

**Terminal condition** means a medical condition, for which, prior to the commencement date of the covered trip, a *physician* has given *you* a terminal prognosis with a life expectancy of 12 months or less.

**Travel Underwriters** means North American Air Travel Insurance Agents Ltd.

**You or your** means any *insured* named in the *application*.

## Applicable to Accidental Death and Dismemberment Insurance

**Beneficiary** means estate unless otherwise requested in writing.

**Common carrier** means any land, air or water conveyance operated by those whose occupation or business is transportation of persons or things for hire or reward, and that undertakes to carry all passengers indifferently who may apply for passage, so long as there is room, with no legal excuse for refusal, and that issues tickets and/or boarding passes.

**Loss** in respect of limbs means actual severance through or above wrist or ankle joints and, in respect of loss of sight, means entire and irrecoverable loss of sight.

**Terrorist activity** means an act, or acts, of any person, or group(s), committed for political, religious, ideological, ethnic or similar purposes with the intention to influence any government and/or but not be limited to, the use of force or violence and/or the threat thereof, including acts by persons acting alone or on behalf of or in connection with any organization(s) or government(s).

## EXTENSIONS TO POLICY

*You* can extend *your* period of coverage before *your* Policy expires by calling *your* agent. *You* must meet the following conditions:

1. *You* have not seen a *physician* or other registered medical practitioner since *your* departure/arrival date or the effective date of *your* Policy;
2. *You* do not have a claim;
3. *You* are in good health and *you* do not know of any reason to seek medical attention;
4. *Your* period of coverage has not already expired;
5. The maximum period of coverage including extensions is 365 consecutive days from the effective date.

## STATUTORY CONDITIONS

### 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 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 may 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

Notice of a claim shall be given in accordance with the claims procedures clause included in this policy as soon as practical but in no case later than 30 days from the date a claim arises under this policy. You must also within 90 days from the date the claim arises under this policy furnish such proof and additional information as is reasonably possible and if required by the company, furnish a certificate from a physician detailing the cause or nature of the sickness or injury for which the claim has been instituted.

### 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 (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and if it is shown that it was not reasonably possible to give notice or furnish the proof in the time required by this condition, or (b) 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 one year from the date as court makes the declaration.

### Insurer to furnish forms for proof of claim

The insurer must 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 his or her 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 moneys 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 a claim under this contract 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 sixty days after it has received proof of claim.

### Limitation of actions

An action or proceeding against the *company* for the recovery of insurance money under this *policy* must be commenced not later than one year\* after the date of the occurrence giving rise to the claim for insurance.

\* Two years in Ontario, Saskatchewan, Alberta, British Columbia, Nunavut and the Northwest and Yukon Territories, three years in Quebec.

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*.

### Applicable to Saskatchewan residents

Notwithstanding any other provisions herein contained, this contract is subject to statutory conditions in Saskatchewan Insurance Act respecting contracts of accident insurance.

### Applicable to Quebec residents

When the construction of this policy is governed by the law of the Province of Quebec, statutory conditions shall refer to the applicable provisions in the laws of the Province of Quebec.

### ACTION AGAINST COMPANY

Service of legal proceedings to enforce the obligations under this Policy of the insurer listed in the definition of *company* may be validly made by serving the offices of North American Air Travel Insurance Agents Ltd. d.b.a. Travel Underwriters, a licensed insurance broker, 11th Floor, 6081 No. 3 Road, Richmond, British Columbia Canada V6Y 2B2.

### NOTICE TO COMPANY

Notice under this Policy to the insurer listed in the definition of *company* may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. Travel Underwriters, a licensed insurance broker, 11th Floor, 6081 No. 3 Road, Richmond, British Columbia Canada V6Y 2B2.

In witness whereof this Policy has been signed as authorized by the insurer listed in the definition of *company*.



K. Starko, Executive Director

## HOW TO CLAIM

### Claims Procedures and Payment of Benefits

For information on how to contact us, please refer to Contact Information at the beginning of this policy wording booklet.

1. Any notice of claim or correspondence concerning a claim should be promptly sent to:

**OneWorld Assist Inc.**  
**11th Floor, 6081 No. 3 Road**  
**Richmond, BC Canada V6Y 2B2**

2. Claim forms will be provided for *you* to complete and return prior to leaving Canada (for inbound students only). All required documentation must be received within one year from the date of loss. It is *your* responsibility to complete and/or produce any documentation required by *OneWorld Assist*. Failure to do so will result in denial of the claim.
3. Any cost incurred by *OneWorld Assist* in obtaining further documentation required to confirm eligibility of *your* claim is the responsibility of the claimant.
4. a) Only bills from *physicians, hospitals* and other medical care provider(s) which are original itemized and which state *your* name, diagnosis, date(s) of service and type of treatment or service rendered will be considered.  
b) Only original pharmacy prescription receipts indicating *your* name, prescription number, name of medication, price of item, date, and prescriber will be considered.

## ASSISTANCE SERVICES

The following services will be provided to all Policyholders:

1. Toll-free help line 24 hours a day, every day.
2. Vital communications link between claimant/hospital regarding insurance coverage and procedures.
3. Medical (physician and surgeon) consultative and advisory services including review of appropriateness and analysis of medical care.
4. Monitoring of progress during treatment and recovery.
5. Establishing contact with family, personal physician and/or employer as appropriate.
6. Multilingual capabilities.
7. Coordination of payments.
8. Special assistance respecting claims.
9. Management, arrangement and authorization of emergency medical evacuation.
10. Arrangement and coordination of repatriation of remains.
11. Interpretation of policy wordings.
12. Assistance in locating the nearest and most appropriate medical care.
13. Payment to hospitals and other medical providers for emergency medical expenses will be guaranteed where possible relieving claimant of credit responsibilities.
14. Travel arrangements assistance for family members.
15. Provision of medical assistant to travel with claimant when necessary.
16. In addition to physicians, hospitals/administrators and ambulance, arrangements and communications are concluded on your behalf with:  
Consulates  
Embassies  
Airlines  
Foreign Affairs Department  
Travel Agents  
Tour Guides  
Police
17. Legal referral services in order to meet the legal needs of travellers.

