# INGLE LEWER INTERNATIONAL

# International Student HEALTH INSURANCE COMPLETE PLAN

# **INGLE LEWER™** *Emergency* Assistance

# **IMPORTANT NOTICE – PLEASE READ CAREFULLY**

In the event of a medical *Emergency, You* or someone acting on *Your* behalf must call AF24 at one of the telephone numbers listed below:

U.S. and Canada 1-888-575-1231 Elsewhere 514-375-8234 Collect

This insurance covers *Emergency* medical expenses from *Sickness* or *Injury*, and *Losses* arising from unexpected circumstances. Coverage is subject to certain limits and exclusions, which are explained in this policy. It is important that *You* read and understand *Your* policy.

In the event of *Sickness* or *Injury* covered by this policy requiring *Hospitalization, Surgery, Major Diagnostic Testing,* or any *Medical Treatment* outside of Canada, *You* must contact AF24 within 48 hours from the time of *Emergency.* From the U.S. and Canada, dial 1-888-575-1231; from any location outside the U.S. and Canada, dial 514-375-8234, collect. Failure to contact AF24 may result in *Your* claim being denied.

When You call AF24, we will assist You in obtaining and managing the care You need. We will open a case, which will be reviewed by medical staff to ensure You receive the best care possible for Your situation. AF24 will even arrange direct payment to *Hospitals* and other service providers, so You don't have to worry about the bills.

In the event of an Accident, Injury or Sickness, Your prior medical history will be reviewed after a claim has been reported.

All benefit limits are expressed in Canadian currency.

This policy is underwritten by HDI Global Specialty SE – Canadian Branch. INGLE LEWER<sup>™</sup> performs enrolment and provides customer service. *Emergency* assistance is provided by AF24.

Subject to the policy's terms, conditions, limitations, exclusions and other provisions, HDI Global Specialty SE – Canadian Branch will pay the benefits stated in this policy for *Reasonable and Customary* expenses incurred as a result of an unexpected *Sickness* or *Injury*, up to the benefit maximum for that particular benefit, or the overall policy maximum. All maximums stated in this policy are per *Insured Person* per policy period, unless otherwise stated. Please read Your policy carefully before You travel.

This policy will only be in force if INGLE LEWER<sup>™</sup> confirms *Your* coverage after receiving *Your* enrolment information and full premium payment. If *You* have not received confirmation of coverage, contact INGLE LEWER<sup>™</sup> by phone at 1-888-575-1231 or email customersupport@inglelewer.ca.

Please read Your policy carefully before You travel.



# **SECTION I - COVERAGE ELIGIBILITY**

To be eligible for coverage, *Participating Educational Institution or Organization You* must be:

- 1. Under the age of 70; and
- 2. whose name is on file with the *Plan Administrator* as being insured under this policy during the *Coverage Period*; and
- 3. Resides in Canada; and
  - a. Is an International Student or Participant at a Participating Educational Institution or Organization who:
    - i. holds a current passport and/or student visa;
  - b. is an International Faculty Member, Teacher, or other Affiliate in an educational, business, or cultural exchange with a Participating Educational Institution or Organization; or
  - c. is the Parent/Legal Guardian, Spouse, and/or Dependent Child(ren) of any of the persons listed above and who:
    - i. resides together with said person in Canada; and
    - ii. shares the same Coverage Period as said person.

The foregoing notwithstanding, eligibility does not supersede the Participating Educational Institution or Organization's decision to exclude from coverage individuals other than the International Student or Participant.

Participating Educational Institution or Organization Coverage Effective Date

Coverage commences on the latest of:

- a. the date the *Plan Administrator* confirms *You* are insured under the policy;
- b. the date You leave Your Home Country to come to Canada;
- c. the effective date shown on *Your* confirmation of coverage documents.

Travel from *Your Home Country* to Canada is covered (including any layover location en route to Canada) provided the total trip length between departure from *Your Home Country* and arrival in Canada does not exceed seven (7) consecutive days.

# **Coverage Termination Date**

This policy terminates on the earliest of:

- a. the expiry date indicated on *Your* confirmation of coverage documents;
- b. the date the required premium is due and unpaid and appropriate statutory notice has been given to You;
- c. the date You attain age 70;
- d. the date we obtain reasonable evidence of fraudulent use of the coverage card;
- e. the date You permanently return to Your Home Country;
- f. 30 days after the date from which a Participating Educational Institution or Organization no longer considers You active in their program, whether that be through removal or voluntary departure (not applicable if You graduate from the Participating Educational Institution or Organization);
- g. 30 days after the date You no longer meet the eligibility requirements under <u>SECTION I –</u> <u>COVERAGE ELIGIBILITY</u> (not applicable if You graduate from the Participating Educational Institution or Organization).

# Coverage Outside of Canada

School breaks and travel outside Canada during the *Coverage Period* are valid provided at least 51% of the *Coverage Period* is spent in Canada. Coverage for travel to the USA is limited to a maximum of 30 days per visit and cannot exceed 49% of the *Coverage Period*.

Visits to Your Home Country are permitted, however, coverage will be suspended and expenses will not be covered, nor premiums refunded, while in Your Home Country, except where travel to Your Home Country is expressly taken to participate in a school-organized sporting or extra-curricular event. 51% of the Coverage Period must still be spent in Canada. AF24 requires notification within 48 hours for any Medical Treatment provided outside of Canada.

# Extended Coverage After Termination Date

If You are Hospitalized on the last day of this policy's Coverage Period for an eligible Sickness or Injury, coverage will automatically extend until discharge, up to a maximum of 30 days, without additional premiums. Coverage for the same Sickness or Injury for which You were initially Hospitalized will be extended for an additional 72 hours after You are discharged from the Hospital to facilitate Your return to Your Home Country.

Coverage is automatically extended for up to 72 hours in the event *You* miss *Your* scheduled return to *Your Home Country* due to a delay caused by the *Common Carrier* in which *You* are a passenger.

# **SECTION II - TERMS AND DEFINITIONS**

Whenever used in this policy, the following terms shall be italicized and have the meaning specified below.

Accident means an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *Injury*.

*Backcountry* means an area that is not marked, not patrolled and/or not cleared for avalanche dangers, but where public access is permitted.

**Chaperone** means an individual who is temporarily visiting Canada for the purposes of accompanying one or more *International Students* to monitor their behaviour and/or to ensure their safety at an *Educational Institution*.

*Chronic Condition* means a *Sickness*, disease or *Injury* that is persistent, incurable and does not spontaneously disappear with time.

*Claim Documents* means the information relevant to *Your* visit to a medical facility. This includes, but is not limited to, a signed claim form, medical notes/records, referrals, itemized bills, payment receipts, and prescription receipts.

*Common Carrier* means any person or agency publicly engaged in the business of transporting passengers by land, water, or air for profit. *Common Carriers* include railroads, steamships, airlines, buses, and taxis where passengers are charged a fare.

*Corrective Device* means a device that *You* require, on the advice of a Physician, to compensate for a physical impairment and without which it would be a physical impossibility for *You* to continue *Your* trip. Corrective Device includes prosthetic limbs, wheelchairs, seeing-eye dogs, and hearing aids, but not eye glasses or orthodontic or other dental appliances.

**Coverage Period** means the period of time You are insured under the policy, starting from 12:01 a.m. on the effective date of coverage and ending at 12:00 midnight on the termination date.

**Data** means representations of information or concepts, in any form.

**Dentist** means a practitioner of *Dentistry* lawfully qualified and licensed to practice in the jurisdiction in which they provided the services or supplies for which charges are incurred.

**Dependent Child(ren)** means unmarried persons residing with You and dependent on You for support if You are their Parent/Legal Guardian, and who are:

- a. at least 15 days and under 21 years of age, unless the child is born as a result of an eligible pregnancy as set out under this policy; or
- b. under 26 years of age and attending an institution of higher learning, or

c. at least 15 days old and have a mental or physical impairment.

**Emergency** means an unexpected and unforeseen Sickness or Injury which makes it necessary to receive immediate Medical Treatment for the relief of acute pain or suffering and which Medical Treatment cannot be delayed until You return to Your Home Country.

*End of Emergency* means a given declaration, as determined by AF24, that there is no pending emergent treatment, and *You* are able to continue *Your* trip. *End of Emergency* can also be declared once *You* are able to return, or have returned, to *Your Home Country*.

*Excursion* means any continuous travel outside of Canada (and not to *Your Home Country*) during the *Coverage Period*, provided that at least 51% of the *Coverage Period* is spent in Canada.

**Fissionable Substance** means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

*Fit to Travel* means the treating medical practitioner has determined *You* are able to complete travel to *Your Home Country* and/or resident country, with or without medical attention and services.

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

*Home Country* means the country where *You* maintained a permanent residence prior to entry into Canada.

*Home Health Care* means health care provided in *Your* principal residence within Canada.

Hospital means an establishment which:

- holds a license as a Hospital (if licensing is required in the jurisdiction);
- operates primarily for the reception, care and treatment of sick, ailing or injured persons as *In-Patients*;
- provides 24-hour a day nursing service by registered or graduate nurses;
- has a staff of one or more *Physicians* available at all times;
- provides organized facilities for diagnosis, and major medical surgical facilities;
- is not primarily a clinic, nursing, rest or convalescent home or similar establishment; and
- is not, other than incidentally, a place for the treatment of alcohol or drug addiction.

Hospitalization or Hospitalized means You occupy a Hospital bed for more than 24 hours for Medical Treatment

and for which admission was *Medically Necessary* and recommended by a *Physician*.

*Illegal Substance* means any substance that is not legal for You or any other party of interest, Your employees or agents or any person to whom Your property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the Controlled Drugs and Substances Act currently in force.

*Illegal Substance Activity* means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any Illegal Substance.

Immediate Family Member means Your Spouse, Parent/ Legal Guardian (includes stepparent), sibling (includes stepsibling), child (including a legally adopted or stepchild), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law.

Injury or *Injuries* means bodily damage or harm directly resulting from an *Accident* that occurs while coverage under this policy is in force and requires *Emergency* treatment that is covered by this policy.

*In-Patient* means a patient who occupies a *Hospital* bed for more than 24 hours for *Medical Treatment* and for which admission was *Medically Necessary* and recommended by a *Physician*.

*Insured* or *Insured Person* means a person for whom insurance is in force under this policy and who is on file/ declared with the *Plan Administrator*.

*Insurer* means HDI Global Specialty SE – Canadian Branch who provide this insurance.

International Student means a non-Canadian student enrolled in and currently attending, or scheduled to attend, classes in an educational program at a *Participating Educational Institution or Organization* who has had to obtain a student visa and/or temporary visa status for the purpose of pursuing an education within Canada and is required to arrange insurance through the Participating *Educational Institution or Organization*.

*Loss* means, in sections pertaining to *Accident*al Death and Dismemberment benefits:

- with reference to quadriplegia, paraplegia, and hemiplegia: the complete and irreversible paralysis of such limb(s);
- with reference to hand or foot: complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- with reference to arm or leg: complete severance through or above the elbow or knee joint;
- with reference to thumb and index finger: complete severance through or above the first phalange;
- with reference to eye: the irrecoverable *Loss* of the entire sight thereof;

- with reference to speech: complete and irrecoverable Loss of the ability to utter intelligible sounds;
- with reference to hearing: complete and irrecoverable Loss of hearing in both ears;
- with reference to "Loss of Use": the total and irrecoverable Loss of use provided the Loss is continuous for 12 consecutive months and such Loss of use is determined to be permanent.

*Major Diagnostic Testing* means diagnoses which require magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and/or biopsies.

*Medical Treatment* means any reasonable medical, therapeutic or diagnostic measure prescribed by a *Physician* or eligible paramedical practitioner, including prescribed medication, reasonable investigative testing, *Hospital*ization, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem.

*Medically Necessary* means the services or supplies provided by a *Hospital* or *Physician*, licensed *Dentist* or other licensed provider that are required to identify or treat *Your Sickness* or *Injury* and that are defined as follows:

- consistent with the symptom or diagnosis and treatment of Your Sickness or Injury;
- appropriate with regard to standards of good medical practice;
- not solely for the convenience of You, a Physician or Surgeon or other licensed provider; and
- when applied to the care of an *In-Patient*, it further means that *Your* medical symptoms or conditions require that the services cannot be safely provided as a *Hospital* outpatient.

*Minor Ailment* means any *Sickness* or *Injury* which does not require:

- a. the use of medication for more than 15 days; or
- b. more than one follow-up visit to a *Physician*, *Hospital*ization, or surgical intervention; or
- c. referral to a specialist; and
- d. which ends at least 30 consecutive days prior to the start date of coverage.

A Chronic Condition or any complication of a Chronic Condition is not considered a Minor Ailment.

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

*Nuclear Energy Hazard* means the radioactive, toxic, explosive or other hazardous properties of radioactive material.

Nuclear Facility means:

- 1. Any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them.
- 2. Any equipment or device designed or used for:
  - a. separating the isotopes of plutonium, thorium and uranium or any one or more of them,
  - b. processing or utilising spent fuel, or
  - c. handling, processing or packaging waste.
- 3. Any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in your custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material.

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

**Parent/Legal Guardian** means the natural or adoptive parent, or another adult, who is responsible for the care of, and lives at the same residential address as, an *International Student* under the age of 18.

*Participant* means a non-Canadian, individual member of group such as a club or camp, amateur sports team, daycare center, religious or charitable organization, volunteer, civic, community service or recreational organization.

Participating Educational Institution or Organization means a school, school board/ district, college, university, or other recognized institution of learning, or other contracted group in Canada which has been fully accredited (if required) in accordance with applicable law and regulations.

*Physician* or *Surgeon* means a medical doctor, other than *You* or an *Immediate Family Member*, who is licensed to administer *Medical Treatment* and prescribe drugs in the jurisdiction where they provide medical services.

Plan Administrator means INGLE LEWER™.

**Radioactive Material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production, use, or application of atomic energy.

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

*Rock Climbing* means the ascent or descent or a natural rock face requiring the use of specified equipment including crampons, pickaxes, anchors, bolts, carabiners, lead rope, or top rope anchoring equipment.

*Sickness* means the onset or deterioration of illness or disease requiring *Medical Treatment*, care or advice while *You* are in Canada or on an *Excursion*.

*Spouse* means the person related to *You* in one of the following ways:

- legally married to You or in a civil union; or
- living with You in a conjugal relationship and represented as Your spouse or partner.

*Stable* means any medical condition, whether or not diagnosis has been determined, other than a *Minor Ailment* for which:

- a. there has been no Hospitalization; and
- b. there has been no new diagnosis, treatment or prescribed medication; and
- c. there has been no alteration\* in treatment or medication; and
- d. there has been no new, more frequent or more severe symptoms; and
- e. there has been no new test results showing deterioration; and
- f. there has been no referral to a specialist (made or recommended); and
- g. You are not awaiting surgery or the results of further investigations performed by any medical professional.

\*Alteration includes a new medication, stopped medication, increase or decrease in medication, but does NOT include changes between brand-name and generic versions of drugs with the same active ingredient and dosage, or routine adjustments of maintenance medications such as insulin, Coumadin or Warfarin. **Teacher** means an individual in the education profession who is temporarily visiting Canada for the purposes of accompanying one or more *International Students* and/or whose visit is sponsored by an *Participating Educational Institution or Organization* as part of a cultural exchange or similar program.

*Terminal Illness* means a condition that has caused a *Physician* to estimate that *You* have less than 6 months to live.

*Terrorism* means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

You or Your means the Insured Person.

# **SECTION III - BENEFITS**

When, by reason of *Sickness* or *Injury*, *You* incur eligible expenses as described in this section, the *Insurer* will reimburse the *Reasonable and Customary* costs for such expenses, subject to all limitations, exclusions and other provisions of the policy. The *Insurer* will pay benefits to the claimant or the assigned person/health care provider named on the claim form, for eligible expenses incurred during the *Coverage Period*. The maximum benefit payable per *Insured Person* is \$5,000,000, except if the *Insured Person* is less than six (6) months of age, the maximum benefit payable per *Insured Person* is \$25,000. The benefits within this policy are not subject to a deductible.

Coverage for eligible expenses will only be provided until the *End of Emergency* is declared, unless further treatment is approved in advance by AF24.

Should *You* qualify for and receive coverage under *GHIP*, eligible expenses shall exclude any treatment or services eligible under *GHIP*.

# **Emergency Benefits**

- 1. Hospital Accommodation
  - a. Charges for *Hospital* room and board, limited to the semi-private accommodation level;
  - b. Emergency room fees;
  - c. *Hospital* charges for out-patient services when medically required.

<u>AF24 must be notified within 48 hours of *Hospitalization*. Please see SECTION VI - EXCEPTIONS for more information.</u>

- 2. Medical Expenses
  - a. Medical Treatment by a licensed Physician, Surgeon, anesthetist, nurse practitioner, or registered graduate nurse (other than an Immediate Family Member);
  - b. blood plasma, whole blood or oxygen including their administration.
- 3. Psychiatric/Psychological Care

When deemed essential by the attending *Physician*, the actual costs for:

- a. visits to a licensed psychiatrist, psychologist or social worker for relief of acute symptoms, up to a maximum limit of \$10,000 per policy; or
  - b. for Hospital expenses due to psychological, mental or emotional disorders, suicide, any attempt at suicide, or intentionally self-inflicted injury up to a lifetime maximum of \$60,000; or
- c. the initial visit to the Physician; or
- d. fees billed separately for the services of a psychiatrist provided on an in-patient basis following an emergency, up to a lifetime maximum of \$60,000;
- 4. Prescription Drugs

Drugs, including injectable drugs and sera, that:

- a. can only be obtained upon medical prescription;
- b. are Medically Necessary for Emergency Medical Treatment;
- c. are prescribed by a Physician; and
- d. are supplied by a licensed pharmacist.

This benefit is limited to a 60-day supply per prescription, unless *You* are *Hospitalized*. Ongoing prescriptions for *Chronic Conditions* and over-the-counter drugs or medicines are not covered.

5. Dental Emergency

When performed by a legally qualified *Dentist* or oral *Surgeon*, *Emergency* treatment:

- a. up to \$4,000 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; or
- b. up to \$1,000 for relief of pain caused other than by a blow to the face. This benefit includes impacted wisdom teeth for which you have not previously received treatment or advice.

Reimbursement will not exceed the minimum fee specified in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which *You* receive such treatment.

Treatment must be:

- a. initiated within seven (14) days from the time the *Emergency* began;
- completed no later than 90 days after treatment began;
- c. initiated and completed within the Coverage Period.

Routine dental exams, cleanings, scalings, fluoride treatments, and orthodontics, including repair to dental appliances, are not covered.

# 6. Paramedical Services

When deemed essential on an *Emergency* basis following a *Sickness* or an *Injury* and accompanied by a written referral from a *Physician*, expenses for: physiotherapist (including x-rays), chiropractor, licensed chiropodist, massage therapist, naturopath, osteopath, podiatrist, speech therapist, acupuncturist, or occupational therapist; up to a maximum limit of \$1,000 per policy, for each class of practitioner.

7. Diagnostic Services

Laboratory tests and x-rays ordered by the attending *Physician* and which are part of the *Emergency Medical Treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are approved in advance by AF24.

See SECTION VI - GENERAL PROVISIONS AND LIMITATIONS Pre-Approval Requirements, for more information.

8. Medical Appliances

When prescribed by the attending *Physician* as the result of a covered *Accident* or *Sickness*, the rental of crutches or *Hospital* type bed; standard wheelchair; and/or cost of splints, canes, slings, trusses, braces, orthotics, or other prosthetic appliances approved by AF24. In no event will the amount payable exceed the total purchase price or the expense typically covered under provincial programs; the cost of prescription glasses resulting from an injury to a maximum of \$400; the cost of hearing aids resulting from an injury to a maximum of \$400.

9. Private Duty Nurse and Home Health Care

When approved in advance by AF24, prescribed by an attending *Physician*, and required following a covered *Emergency*, *Medically Necessary* costs incurred for:

- a. professional services of a registered private duty nurse (other than by an *Immediate Family Member*) while *Hospitalized*; or
- **b.** in lieu of *Hospital*ization, up to a maximum of \$15,000 for *Home Health Care* from a registered private duty nurse or licensed medical practitioner (other than an *Immediate Family Member* or resident of *Your* principal residence).
- 10. Substance Abuse Care

Provided a minimum of six (6) consecutive months of coverage has been purchased, up to \$25,000 for *Emergency* transportation, *Emergency* room treatment, and *Hospitalization* for *Sicknesses* and *Injuries* as a direct result of using alcohol, drugs or other intoxicants. This includes up to three (3) counselling or treatment sessions related to alcohol or drug dependency after the initial *Emergency* but does not include admission into any treatment program beyond the 3 counselling sessions. This benefit is limited to a maximum of two (2) claims per policy year.

Sicknesses or Injuries sustained while operating a motorized licensed vehicle and/or operating machinery while under the influence of alcohol, drugs or other intoxicants are not covered.

11. Tutorial Service

If You are confined to a *Hospital* for a minimum period of thirty (30) consecutive days due to a covered *Sickness* or *Injury*, the *Insurer* will pay up to \$20 per hour, to a maximum of \$400, for actual expenses incurred for a qualified private tutorial service.

12. Follow-Up Care

Up to a maximum of \$5,000 for outpatient services for *Medical Treatment* that is *Medically Necessary* following an initial *Emergency*. This benefit is subject to approval by AF24.

**Emergency Transportation** 

**13.** Ground Transportation

Up to overall policy limit for a licensed ground ambulance service to the nearest medical facility for *Medical Treatment* as the result of a covered *Sickness* or *Injury*.

This benefit also includes taxi fare up to \$125 in lieu of ambulance, if approved in advance by AF24.

14. Air Transportation

This benefit must be pre-approved and arranged in advance by AF24. Up to \$300,000 for:

- a. air ambulance transportation to one of the following, for immediate *Medical Treatment*:
  - i. the nearest appropriate medical facility;
  - ii. a Canadian Hospital; or
  - iii. a Hospital in Your Home Country;
- b. transport on a licensed airline with an attendant (when required) for *Your Emergency* return to *Your Home Country* or *Your* province or territory of residence in Canada for immediate medical attention;
- c. the fare for additional seats to accommodate a stretcher, if required, to return You to Your Home Country or Your province or territory of residence in Canada;

d. up to the cost of one-way economy airfare to return You to Your Home Country or Your province or territory of residence in Canada following an *Emergency* and after You are *Fit to Travel*.

The cost of ground transportation before or after the flight or for connecting flights as well as the cost of a medical attendant, if required, are included in this benefit.

15. Repatriation of Remains

In the event of *Your* death as a result of a covered *Accident* or unforeseen *Sickness* up to a maximum of \$20,000 toward:

- a. the actual cost incurred for preparation and transportation of remains (including a standard shipping container) to *Your Home Country*; or
- b. cremation and/or burial at the place of death. The cost of the casket, urn or funeral is not covered.
- 16. Transportation to Bedside

This benefit must be pre-approved and arranged by INGLE LEWER<sup>™</sup> / AF24.

Up to a maximum of \$5,000 for single, round-trip economy airfare by the most direct and economical route, plus up to \$150 per day, to a maximum of \$1,500, for reasonable commercial living expenses for up to two (2) *Immediate Family Members* to:

- a. be with You if You are Hospitalized as the result of a covered Emergency and the attending Physician provides written certification that the situation was serious enough to warrant the visit; or
- b. identify You prior to the release of Your body, where necessary.

# **Non-Emergency Benefits**

The following benefits are payable when incurred during the

Coverage Period.

17. Physical Examination

The cost of one annual medical examination by a *Physician* in any consecutive 12-month period.

18. Eye Examination

Up to \$100 for one eye examination by a licensed optometrist or ophthalmologist in any consecutive 12- month period provided a minimum of three (3) months of consecutive coverage has been purchased.

Corrective lenses and frames are not included.

19. Vaccinations and Tuberculosis Testing

Up to a maximum of \$150 for vaccinations and/or

tuberculosis testing in any consecutive 12-month period, provided a minimum of six (6) months of consecutive coverage has been purchased.

20. Maternity

For pregnancy conceived during the *Coverage Period*, or up to a maximum of 30 days prior to the coverage period, costs incurred in Canada, up to a maximum of \$25,000 for:

- a. complications including premature delivery and childbirth by caesarian section, including spontaneous, or non- induced, pregnancy terminations; and
- b. one induced termination per Coverage Period; and
- c. when the expected delivery date is also during the Coverage Period:
  - iv. pre-natal care; and
  - v. childbirth; and
  - vi. post-natal care.

This benefit ends on the expiry date of the *Coverage Period* regardless of the expected date of delivery.

21. Sexual Health Consultation

Elective testing for sexually transmitted diseases (STDs), including one consultation for prescription of the "morning after pill", during any consecutive 12-month period, provided a minimum of six (6) months of consecutive coverage has been purchased.

22. Corrective Devices

This benefit must be pre-approved and arranged by AF24. Up to \$1,000 to repair or replace a *Corrective Device* You require if, during the *Coverage Period*, Your required *Corrective Device* is stolen and not recovered, is damaged, or suffers a malfunction or defect which renders it unusable. This benefit does not apply to defects or malfunctions which were evident prior to the *Coverage Period* or to defects or malfunctions covered by other insurance plans including manufacturers' warranties. Corrective lenses and orthodontic appliances are excluded from this benefit.

23. Attention Deficit Hyperactive Disorder

Expenses incurred for up to three (3) visits to a licensed *Physician*, psychiatrist, or psychologist related to an *Insured Person's* Attention Deficit Hyperactivity Disorder (ADHD), whether this is for a new diagnosis or ongoing care for previously diagnosed ADHD. This benefit does not include the cost of any medication regardless of whether a prescription is required.

24. Acne Consultation

# POLICY FOR INTERNATIONAL STUDENT HEALTH INSURANCE

Expenses incurred up to three (3) visits to a licensed *Physician* related to an *Insured Person's* acne, whether for a new diagnosis or ongoing care for previously diagnosed acne. This benefit does not include the cost of any medication regardless of whether a prescription is required.

**25.** Diabetic Supplies

Up to \$500 in any consecutive 12-month period for insulin and standard syringes, needles and diagnostic aids required for the treatment of diabetes.

26. Asthma supplies

Up to \$500 in any consecutive 12-month period for supplies required for the treatment of asthma.

27. Wart Treatment

Expenses incurred up to \$500 for treatment of any type of warts.

# **Accidental Death & Dismemberment**

If a covered *Loss* occurs due to *Injury*, we will pay, in one sum, the indicated percentage of the Principal Sum as set out in the *Loss* Schedule below, as follows:

28. Common Carrier Accident, Principal Sum: \$100,000

Should You incur either Loss of life or a dismemberment described in the Loss Schedule as a result of an Injury sustained while riding as a fare paying passenger on a Common Carrier, benefits shall be paid in accordance with the Common Carrier Principal Sum.

29. 24 Hour Accident, Principal Sum: \$50,000

If *Injury* results in any of the following *Losses* within 365 days after the date of an *Accident* other than a *Common Carrier Accident*, the policy provides the benefits indicated in the *Loss* Schedule, in accordance with the 24-Hour Accident Principal Sum:

# Loss Schedule

Loss	% of Principal Sum
Loss of life	100%
Loss of both hands or Loss of both feet	100%
Loss of entire sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and the entire sight of one eye	100%
Loss of one foot and the entire sight of one eye	100%
Loss of one arm	50%
Loss of one leg	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of entire sight of one eye	50%
Loss of thumb and index finger of the same hand	<b>33</b> ⅓%
Loss of speech and hearing	100%
Loss of speech or hearing	66 ²⁄₃%
Quadriplegia, paraplegia, hemiplegia	100%
Loss of use of both arms or both hands	100%
Loss of use of one hand or one foot	50%
Loss of use of one arm or one leg	50%

**30.** Disappearance

If *You* disappear while coverage is in force under this policy and *Your* body has not been found within one year

of *Your* disappearance (as documented by a competent governmental or law enforcement agency), *You* shall, in the absence of any evidence to the contrary, be deemed to have suffered *Loss* of life.

31. Beneficiary

The benefit for *Loss* of life is payable to the deceased person's estate. If *You* are under age 16 (or 18 in Quebec), the benefit is payable to *Your Parent/Legal Guardian*. We may ask the claimant to prove their relationship to the deceased.

32. Trauma Counseling

Expenses incurred for up to six (6) trauma counselling sessions if, within 90 days of an *Accident* that occurs during the *Coverage Period*, *You* suffer a *Loss* under the Accidental Death & Dismemberment provisions.

# **SECTION IV - EXCLUSIONS**

Failure to contact AF24 in the event of hospitalization within 48 hours from the time of the emergency may limit eligible medical expenses.

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

- 1. Injuries sustained while participating in any manoeuvres or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority.
- Except as provided in Benefit #20 Maternity, pregnancy, miscarriage, voluntary termination of pregnancy, childbirth, or their complications.
- 3. Any elective, dental, plastic or cosmetic surgery, except as the result of a covered *Emergency* under Benefit #5 - Dental Emergency.
- 4. Any Sickness or Injury incurred while You are under the influence of drugs, alcohol or other intoxicants (unless administered on, and in strict accordance with, the advice of a legally qualified Physician), except as provided under Benefit #10 – Substance Abuse Care and/or Benefit #15 - Repatriation of Remains.
- 5. Mental, emotional or psychological disorders, including medications for such disorders. Except as provided in Benefit #3 - Psychiatric/ Psychological Care and/or Benefit #15 - Repatriation of Remains and/or Benefit #23 - Attention Deficit Hyperactive Disorder.
- 6. Treatment or services that contravene any *GHIP* plan in Canada.
- 7. Any of the following, whether sane or insane:
  - a. Suicide;
  - b. Attempted suicide;
  - c. Intentionally self-inflicted Injury; or

Except as provided in Benefit #3 - Psychiatric/ Psychological Care.

- 8. An act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority.
- 9. Any services or supplies provided by You or Your Immediate Family Member.
- 10. Any Sickness or Injury that, at the time You departed Your Home Country, might reasonably be expected to require Medical Treatment, surgery or Hospitalization.
- 11. Any claim under the Emergency Benefits section of the policy for *Medical Treatment* which is required on an ongoing basis, including continued stabilization of a medical condition; regular care of a *Chronic Condition*; *Home Health Care*; investigative testing; rehabilitation or convalescent or ongoing care; and *Medical Treatment*

of an acute *Sickness* and/or *Injury* after the *End* of *Emergency*, except as provided in Benefit #9 - Private Duty Nurse and Home Health Care.

- 12. Any expense for any treatment, advice or *Hospitalization* which exceeds the *Reasonable and Customary* amount.
- 13. Medical Treatments or services within Your Home Country, except where travel is expressly taken to participate in a school-organized sporting or extracurricular event.
- 14. Drugs and medications which are:
  - a. commonly available without a prescription; preventative medications or vaccines (except as otherwise provided in Benefit #19 – Vaccinations and Tuberculosis Testing); acne medications; baldness remedies; nicotine resin products; or dietary supplements or weight loss products;
  - any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs;
  - c. not legally registered and approved in Canada or not *Medically Necessary*.

However, this exclusion does not apply to *Emergency Medical Treatment* required due to COVID-19 vaccination complications or side effects.

- **15.** Translation services of any kind, even when utilized in the delivery of medical services.
- **16.** Organ or tissue transplants.
- 17. Any Sickness, Injury or medical condition for which a diagnosis need not have been made, where the policy is purchased or visit undertaken for the purpose of securing or with the intent of receiving medical or *Hospital* services, whether or not such visit is taken on the advice of a *Physician* or *Surgeon*.
- Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *Physician* by telephone or e-mail.
- 19. 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 #15 - Repatriation of Remains.
- 20. *Injury* resulting from participation in: professional athletics (for which *You* are remunerated); *Mountain Climbing*; aviation, except as a fare-paying passenger on a commercial aircraft; hang gliding; sky diving; parachuting; bungee jumping; *Backcountry* skiing/ snowboarding, or Rock Climbing; motorized speed events or contests; or scuba diving unless PADI/NAUI certified or accompanied by a certified instructor.

- 21. Travel to, from or through any country, region or city for which, prior to the coverage effective date or *Your* departure date, any department of the Canadian Government issued a warning to avoid all travel or to avoid non-essential travel, if the expenses are the result of the reason for which the warning was issued.
- 22. Any Sickness, Injury or medical condition resulting from the Insured Person committing or attempting to commit an illegal act.
- 23. Any consultation or treatment for Attention Deficit Hyperactivity Disorder (ADHD) or similar conditions or diagnoses, except as provided under Benefit #23 -Attention Deficit Hyperactive Disorder.
- 24. 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.
- 25. Further Medical Treatments or services in Canada for any Sickness, Injury, or medical condition that arose during a visit to Your Home Country, except where travel was expressly taken to participate in a school-organized sporting or extra-curricular event.

The following additional exclusions apply to Accidental Death & Dismemberment benefits:

*Sickness*, disease, or disability where the *Loss* or claim results directly or indirectly from:

- 26. mental incapacity.
- 27. the medical or surgical treatment of *Your Sickness*, disease, or bodily or mental infirmity.
- 28. Stroke or cerebrovascular condition, or cardiovascular condition including, but not limited to, myocardial infarction or heart attack, coronary thrombosis, or aneurysm.
- 29. Travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if *You* are:
  - riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- **30.** Infections of any kind, regardless of how contracted, except bacterial infections directly caused by botulism, ptomaine poisoning or an *Accidental* cut or wound independent and in the absence of any underlying *Sickness*, disease or condition, including but not limited to diabetes.

- 31. An act, attempted act or omission taken or made by *You* or with *Your* consent, for the purposes of interrupting blood flow to *Your* brain or causing *You* asphyxiation, whether with intent to cause harm or not.
- 32. Natural causes.

# SECTION V - THIRD PARTY LIABILITY

Coverage applies to Accidents that occur within Canada during the stated Coverage Period, as indicated on Your coverage card. This Policy covers an Accident that results in the death of or injury to another person, other than You and/or an Immediate Family Member. It also covers damage/ destruction to property not belonging to You where, as a result of the Accident, a claim or claims are brought against You by any third party on the grounds of statutory liability in the jurisdiction where the Accident occurred. Coverage is up to the Benefit Maximum of \$1,000,000 per 365-day period.

# Host Family Homeowner/Other Applicable Insurance Coverage:

This coverage applies while You are residing in Canada. If an Accident results in an eligible claim under a valid and collectable homeowner's insurance policy of Your host family, or similar insurance policy covering property damage to Your temporary residence, we will pay the loss incurred up to the amount of the deductible under Your host family's homeowner's insurance policy (or similar insurance policy), not to exceed \$1,000 per 365-day period. If no other collectible insurance exists, the maximum we will pay under this coverage section is \$1,000. We will pay the benefit pursuant to this provision only after You have submitted to AF24 due proof of property damage amount incurred. You are covered up to the Benefit Maximum for:

- 1. Compensation You must pay, as approved by the Company, for any settlement or legal verdict; and
- 2. Associated legal fees pre-approved by the Company for Your representation in any legal proceedings.

Legal representation must be by a person or persons other than an Immediate Family Member and pre-approved by us. The Company's maximum liability for any negotiated settlement or court ordered award is the lowest of:

- The negotiated settlement or court ordered award plus all associated legal costs and disbursements; or
- 2. The Benefit Maximum.

# <u>SECTION VI – THIRD PARTY LIABILITY CONDITIONS AND</u> <u>LIMITATIONS</u>

- This insurance is valid only when enrolled in conjunction with an Ingle Lewer Student Health Insurance Policy.
- 2. No admission, offer, promise or indemnity shall be made without Our written consent or approval. The Company shall be entitled to take over and conduct the defence and settlement in Your name at its own discretion.
- 3. You are obligated to take all possible steps to prevent and minimize the loss including contacting an AF24 as soon as practically possible and supplying all information in respect of the circumstances surrounding a claim.
- 4. You shall provide all the information and assistance required by the Company. You shall provide the Company with copies of all letters, writs, summons and materials received by You.
- 5. We may, at Our sole discretion in respect of any occurrence or occurrences covered by this section of the Policy, pay you the applicable Benefit Maximum, less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled. We shall thereafter be under no further liability in respect of such occurrence(s), except for payment of legal costs and disbursements, which have been preapproved by us.
- 6. Benefits payable are in excess of any homeowner, tenant, other insurance and all other sources of recovery. If any other insurance is available to You, Your host family, or any third party for a covered loss under this section of the Policy, Our obligations under this Policy are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance other than deductible coverage up to \$1,000 as described above.
- 7. To qualify for benefits under this section, You must contact AF24 at the time You are first advised of legal action and or a claim against You. You can contact AF24 at the telephone numbers located within this Policy.

# SECTION VII – THIRD PARTY LIABILITY EXCLUSIONS

In addition to the General Exclusions within this policy (see SECTION IV - EXCLUSIONS), there is also no coverage, and no benefits will be payable, for any claims presented under this section resulting from:

- 1. Any damage due to wear or tear.
- 2. Damage caused by animals where You are owner and/or custodian.
- 3. Property that You sell, rent, lease or lend for use by third parties.
- 4. The transmission of illness or communicable disease by You including the transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any

AIDS related Virus or any other disease transmitted through sexual contact or another person's body fluid.

- 5. Your participation in riot or insurrection.
- 6. Injury or property damage arising out of the ownership, operation or use of:
  - a. any automobile;
  - any type of land vehicle including off road vehicles, snowmobiles, mopeds, motorbikes;
  - c. any water craft;
  - d. any aircraft or anything that flies; and
  - e. any motorized equipment.
- 7. The use of any weapons.
- 8. Any liability assumed by You under any contract or agreement including interest penalties and debts, except those contracts where You would be otherwise liable for damages.
- A sexual assault, abuse, corporal punishment, molestation, physical or mental abuse, or similar criminal behavior that was threatened, committed or alleged to have been committed, in whole or in part, by You.
- 10. Any injury or property damage arising from the abuse of alcohol or misuse of intoxicants, narcotics, or addictive drugs or their derivatives, as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for damages incurred.
- 11. Misuse of medical preparations, mental eating disorders, or weight loss problems.
- 12. The occupation or ownership of any land or building except any building You temporarily occupy/reside in during the Coverage Period.
- This policy will not provide any legal defense for any criminal act, or any intentional act either alleged or proven.
- 14. You have a responsibility to provide full co-operation in the defense of any claim brought against You. If You return to Your Home Country, You are still responsible to provide full cooperation in the defense of the claim. Failure to co-operate will result in a breach of this policy and will, in turn, result in the refusal to provide a defense and/or indemnity of the policy coverage. You will be provided 2 notifications of breach of cooperation and if You fail to respond to these notifications, the coverage will be withdrawn and the policy will be responsible to notify us of the change in address if a claim has been brought forward against You.
- **15.** This policy will not respond to a claim for any of Your Immediate Family Members.
- **16.** This policy will not respond to a claim for anyone working or employed by You, regardless of whether compensation has been provided.
- 17. This policy does not respond to any claim brought forward that includes punitive or exemplary damages.

# **Cyber/Data Exclusion**

This insurance does not apply to liability for:

- 1. erasure, disruption, corruption, misappropriation, and/or misinterpretation of data;
- 2. erroneously creating, amending, entering, deleting or using data, including any loss of use arising therefrom;
- 3. Personal injury arising out of the distribution, or display of data, by means of an Internet website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# **Trampoline Activities Exclusion**

It is understood and agreed that the insurance afforded by this policy shall not apply to any trampoline activities, not limited to but including training, teaching, practicing or utilizing a trampoline or similar equipment. The term trampoline also includes all similar use equipment and trampoline pits. The Trampoline exclusion does not apply to any trampoline or similar equipment with a diameter of 40 inches or less. It is further understood and agreed that the insurer shall not have any duty to defend any suit against You seeking damages on account of any such injury as a result of participating in trampoline activities. Except as otherwise provided in this endorsement, all the conditions, limitations, and other terms of this policy shall have full force and effect.

# **Fungi and Fungal Derivatives Exclusion Endorsement**

This insurance does not apply to:

- Bodily injury, property damage, personal injury, advertising injury or medical payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any fungi or spores however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of fungi or spores.
- 2. Any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of fungi or spores.
- 3. Any obligation, whether imposed under statute or common law, to share damages with, to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in paragraphs 1 or 2 above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the injury, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the injury, damage, expenses or costs. This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by You.

'Fungi' includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any fungi or spores or resultant mycotoxins, allergens, or pathogens.

'Spores' includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# **Total Asbestos Exclusion**

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently, or in any sequence, to the loss, damage, cost or expense. It is further understood and agreed that the insurer shall not have any duty to defend any suit against You seeking damages. Except as otherwise provided in this endorsement, all the conditions, limitations, and other terms of this policy shall have full force and effect.

# English Language Policy Wording Acknowledgement Form

It is hereby understood and agreed that the policy and policy wordings as agreed upon by You and conveyed to You shall be provided in English language only. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# Punitive and/or Exemplary Damages Exclusion Clause

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# **Policy Disputes**

Any dispute concerning coverage under this policy and/or the interpretation of the Terms, Conditions Limitations and/or Exclusions contained herein is understood and agreed by both You and the Insurer to be subject to the law and jurisdiction of a Canadian province or territory as

# POLICY FOR INTERNATIONAL STUDENT HEALTH INSURANCE

determined by the relevant Insurance Act(s). Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the Canadian province or territory as determined by the relevant Insurance Act(s) and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# Illegal Substance and Illegal Activity Exclusion

It is hereby understood and agreed that this insurance excludes all liability arising from loss or damage however caused which results, directly or indirectly, from any illegal substance activity, regardless of Your being unaware or able to control such activity. It is further understood and agreed that the insurer shall not have any duty to defend any suit against You seeking damages.

Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

# War and Terrorism Exclusion Endorsement

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto, it is agreed that this insurance excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amount to an uprising, military or usurped power; or
- 2. Any act of terrorism.

This endorsement also excludes loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above. If the insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance, the burden of proving the contrary shall be upon You.

# **Nuclear Incident Exclusion Clause**

It is agreed that this policy does not apply to:

- 1. Liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- 2. Injury or property damage with respect to which You are also insured under a contract of nuclear energy liability insurance (whether You are unnamed in such contract and whether or not it is legally enforceable by You) issued by the Nuclear

Insurance Association of Canada or any other insurer or group or pool of insurers, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; nor

- Injury or property damage resulting directly or indirectly from the nuclear energy hazard arising from:
  - a. the ownership, maintenance, operation or use of a nuclear facility by or on behalf of You;
  - b. Your furnishing of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - c. The possession, consumption, use, handling, disposal or transportation of fissionable substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled, or sold by You.

With respect to property, loss of use of such property shall be deemed to be property damage.

# SECTION VIII - CLAIM PROCEDURES

1. Emergency Medical Assistance

This policy provides worldwide *Emergency* assistance for *You* while in Canada, or on an *Excursion*, except where local conditions render such assistance infeasible. In the event of *Sickness* or *Injury* covered by this policy requiring *Hospitalization*, surgery, *Major Diagnostic Testing*, or any *Medical Treatment* outside of Canada, AF24 must be notified within 48 hours from the time of *Emergency*. Failure to notify AF24 could result in denial and/or partial coverage of claims and expenses. In the event of a medical *Emergency*, You or someone acting on Your behalf, must call one of the telephone numbers below:

U.S. and Canada 1-888-575-1231

Elsewhere 1-514-375-8234 Collect

It is *Your* responsibility to ensure that AF24 is contacted or to inform someone on *Your* behalf to do so. Failure to contact AF24 within 48 hours, may result in benefits under this policy being limited.

2. Notice and Proof of Claims

AF24 will coordinate with providers to ensure direct billing of *Your* expenses where available and when notified accordingly. In such instances, *You* will only be required to complete a claim form to authorize the sharing of *Your* personal information. If You pay directly for medical services and need to seek reimbursement, You or someone acting on Your behalf must retain all original itemized invoices and receipts from all medical providers, original prescription receipts, and any other original *Claim Documents* to substantiate any eligible expenses. To be considered for reimbursement, claims must be submitted within 365 days from the date of the *Sickness or Injury* that is the basis for the claim. We must receive Your claim within twelve (12) months of the date Your policy ends. Any claim received more than twelve (12) months after the date Your policy ends or more than 365 days after the *Sickness or Injury* that is the basis of the claim will not be paid, regardless of when the expense was incurred.

To submit a claim for reimbursement, submit such *Claim Documents* as is reasonably possible in the circumstances, including a signed claim form. We may also require *You* furnish a certificate from a legally qualified medical practitioner as to the cause and nature of the *Sickness*, *Accident*, or *Injury* for which claim is made, and as to the duration of the *Injury* or *Loss*. Claims may be filed electronically or by mail to:

### AF24 – Claims Administration

1-888-575-1231 or 514-375-8234

#### claims@inglelewer.ca | www.INGLELEWER.ca

Note: Retain a copy of *Your* claims submission for *Your* records.

# SECTION IX - GENERAL PROVISIONS AND LIMITATIONS

#### **Pre-Approval Requirements**

AF24 must approve in advance any surgery, invasive procedure, *Major Diagnostic Testing* or major *Medical Treatments*, or any *Medical Treatment* outside of Canada before any expenses are incurred. Except in extreme circumstances, such as when contacting AF24 in advance would delay resolution of a life-threatening medical crisis, it remains *Your* responsibility to contact AF24 for pre-approval, or to inform someone to do so on *Your* behalf. If such services are not pre-approved, failure to notify AF24 within 48 hours will result in reimbursement of approved claims, if any, being limited to 80% of eligible expenses, up to the policy limits and maximum.

# **Clerical Error**

Clerical error on our part or the part of the *Plan Administrator* in keeping records for furnishing information shall not void any *Insured Person*'s insurance otherwise validly in force, provided the proper premium remittance is made, nor shall it continue any person's insurance otherwise validly terminated under the terms of the policy.

#### **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* or *Your* heirs or assigns shall be brought in

the courts of the province or territory where this policy was issued.

#### **Other Insurance**

Benefits under this policy are payable in excess of those available under any other similar plan or insurance policy; contract; government health insurance plan; private, public, provincial or territorial automobile insurance plan providing *Hospital*, medical or therapeutic coverage or benefits; or any other third-party liability insurance in force. *You* may not claim or receive, in total, more than 100% of the *Loss* caused by the insured event.

### **Limitation of Benefits**

AF24, on behalf of the *Insurer*, reserves the right, as reasonably required and at its expense, to transfer *You* to any *Hospital* or transport *You* to Canada or *Your Home Country* following an *Emergency*. If *You* refuse to be transferred or transported when declared medically *Fit* to *Travel* by the medical director, any continuing costs incurred after *Your* refusal will not be covered, and payment of such costs becomes *Your* sole responsibility. Further, if *You* refuse to be transferred or transported when declared medically *Fit* to *Travel* by the medical director, *Your* sole responsibility. Further, if *You* refuse to be transferred or transported when declared medically *Fit* to *Travel* by the medical director, *Your* coverage under this policy terminates upon *Your* refusal, and no coverage will be provided to *You* for the remainder of the *Coverage Period*.

### **Limits on Assistance Services**

AF24 reserves the right to suspend, curtail or limit services in any area or country should war, political instability, or hostility render the area inaccessible. AF24 will use its best efforts to provide services during any such occurrence.

#### **Misrepresentation and Non-Disclosure**

Your entire coverage under this policy shall be voidable if the *Insurer* determines, whether before or after Loss, that You concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy, or if You refuse to disclose information or permit the use of information pertaining to any *Insured Person* under this policy. If Your coverage is voided under this provision, no claim shall be payable by the *Insurer* and You shall be solely responsible for all expenses relating to Your claims, including medical repatriation costs.

#### **Availability and Quality of Care**

Neither the *Insurer* nor AF24 shall be responsible for the availability or quality of any *Medical Treatment* (including the results thereof) or *Your* failure to obtain *Medical Treatment* during the *Coverage Period*.

## **Time Limit for Recovery of Insurance Money**

Every action or proceeding against the 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 the provincial or territorial legislation that applies to this policy.

### Refunds

In the event You cancel Your trip, are denied entry to Canada, or You return permanently to Your Home Country, You shall be entitled to a pro-rata refund of the unused portion of the insurance premium You paid, provided no claims have been or will be submitted under this policy. Refunds will be subject to any applicable refund rules of the Participating Educational Institution or Organization and/or a \$25 administration fee. Full refunds will only be granted if requested before the start date of the policy or within thirty (30) days of denied entry to Canada.

#### Premiums

This policy is provided for the Coverage Period, provided premiums are paid. For subsequent Coverage Periods, a new policy can be purchased, subject to the rate table in effect at the time of the purchase.

# **SECTION X - 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 policy, 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 *You* or to a claimant under the contract a copy of the application.

# **Material Facts**

No statement *You* make at the time of enrolment for this policy can be used in defense of a claim under, or to avoid, this policy, unless such statement is in the application or any other written statements or answers given as evidence of insurability.

#### **Notice and Proof of Claim**

*You*, or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- 1. not later than 30 days from the date a claim arises under the contract on account of an *Accident*, *Sickness* or disability, give written notice of claim to the *Insurer* via:
  - a. delivery or registered mail to the head office or chief agency of the *Insurer* in the province; or
  - b. delivery to an authorized agent of the *Insurer* in the province; and

- 2. within 90 days after the date a claim arises under the contract on account of an *Accident, Sickness*, or disability, furnish to the *Insurer* such proof as is reasonably possible in the circumstances of:
  - a. the happening of the Accident or the start of the
  - b. Sickness,
  - c. the Loss caused by the Accident or Sickness,
  - d. the right of the claimant to receive payment,
  - e. the claimant's age,
  - f. if relevant, the beneficiary's age, and
  - g. if required by the *Insurer*, a satisfactory certificate as to the cause or nature of the *Accident*, *Sickness* or disability for which claim is made and the duration of such *Sickness* or disability from a legally qualified medical physician.

# Failure to Give Notice or Proof

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

- a. the notice or proof is provided as soon as reasonably possible, and in no event later than 1 year after the date of the *Accident*, *Sickness* or disability that is the basis of the claim, and it is shown that it was reasonably possible to give the notice or proof in the time required by the policy, or
- b. in the case of death of the *Insured Person*, 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 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 claimant has not received the forms within that time, 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*.

# **Claims Information**

For information about making a claim, or the status of a claim *You* have already made, call AF24 Claims at 1-888-575-1231 or 514-375-8234 or email <u>claims@inglelewer.ca.</u>

# **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 body of the *Insured Person* when, and as often as it reasonably requires, while the claim is pending, and

b. in the case of death of the *Insured Person*, the *Insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

#### **Applicable to Quebec Residents**

Notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Quebec respecting contracts of Accident and Sickness Insurance.

# When Moneys Payable

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

# SECTION XI - ABOUT YOUR PERSONAL INFORMATION

HDI Global Specialty SE – Canadian Branch place great importance on protecting *Your* privacy. *Your* personal information will be collected, used and disclosed only for the purpose of providing *You* insurance services *You* requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, AF24 and the *Insurer* may collect *Your* personal health information held by a third party. This information may be released to employees of AF24, INGLE LEWER<sup>™</sup>, and the *Insurer* for claims analysis and to better serve *You*.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of HDI Global Specialty SE's insurance business in Canada.

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: https://www.hdi.global/en-ca/legal/privacy/#1

To see INGLE LEWER<sup>™</sup>'s privacy policy, please visit: www.INGLELEWER.ca/privacy.

Underwritten by HDI Global Specialty SE – Canadian Branch

Effected with HDI Global Specialty SE – Canadian Branch as scheduled herein ("the *Insurer*"), through Approved Coverholder ("the Coverholder");

INGLE LEWER™ 220-3131 Saint-Martin West Laval H7T 2Z5, QC CANADA

