



INSURANCE POLICY FOR EMERGENCY HEALTHCARE

PLEASE READ THIS POLICY CAREFULLY

This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Coverage is subject to certain limitations and exclusions, including but not limited to a pre-existing conditions exclusion which applies to medical conditions, treatment, and/or symptoms that existed and were not stable in the three months prior to Your Effective Date if Application for insurance is received more than 30 days after registration at Your school..

This document becomes a contract when You enroll and pay the full premium

10 DAY RIGHT TO EXAMINE Please take the time to read Your Policy and review all of Your coverage. If You have any questions You may contact **guard.me**. You may cancel this Policy within 10 days of purchase and receive a full refund if You have not departed from Your Home Country and there is no claim in process.

DEFINITIONS

Whenever used in this Policy or any amendment, the following terms shall be capitalized and have the meaning specified below.

Accident/Accidental means a sudden, unexpected, unforeseeable, unavoidable external event, leading directly and independently of all other causes, to bodily Injury to an Insured during the Coverage Period.

Application means Our form You complete and submit to request insurance under this Policy. The Application forms part of the contract of insurance and some terms are defined in the Application, and some are defined in the Definitions section of this Policy.

Benefit Maximum means the amount stated as the limit payable for any particular benefit and applies to services received during the Coverage Period. Regardless of the number of policies issued in a 365 day period, Benefit Maximums do not renew for subsequent Coverage Periods until:

- 365 days have elapsed from the Effective Date of the original policy purchased and on on the anniversary date every year thereafter; or
- The Effective Date of a new Coverage Period providing it is more than 365 days after the Effective Date of the original Coverage Period on the first policy.

Claim Administrator means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

Corrective Device means a device that is required by You on the advice of a Physician, to correct a debilitating physical impairment and without which it would be a physical impossibility for You to continue Your studies at Vancouver Island University in which You are enrolled. "Corrective Devices" include prosthetic limbs, wheelchairs, seeing-eye dogs, and hearing aids, but do NOT include eyeglasses.

Coverage means the emergency benefits described herein. Coverage is effective throughout the world however Coverage in Home Country is limited; please refer to **Excursion** (see Benefits), and Exclusion #6.

Coverage Period means the period of time during which You are insured for the benefits provided by this Policy, starting from 12:01 a.m. on the Effective Date until 12:00 midnight on either the date (a) specified as the Termination Date on the Application; or (b) of termination of any extension of this Policy. If You return to Your Home Country for any reason other than **Excursion** (see Benefits), coverage terminates effective the date of Your Return to Your Home Country. The maximum Coverage Period including extensions is 365 consecutive days from the Effective Date.

Dentist means a qualified doctor of dentistry lawfully licensed to practice dentistry in the place where dental services are performed, but does not include the Insured or a relative of the Insured.

Effective Date means the date Your coverage under this Policy begins. Coverage begins on the latest of the date and time, (a) the required premium is paid, or (b) the date You request as the Start Date on Your Application or (c) the date You leave Your Home Country.

Eligible means an international student attending the High School at Vancouver Island University or an international student attending Vancouver Island University as a graduate student, undergraduate student or incoming exchange student. Additionally, this plan is available to Vancouver Island University international visitors (i.e. international research students, international post-doctoral fellows and visiting scholars) who purchase directly from **guard.me**. Coverage is also available from **guard.me** for the Insured's parents, spouse (married or living/cohabitating in a marriage-like relationship and may be of the same gender as the Insured) and the Insured's dependants (legal ward or child of the Insured, supported by the Insured, where the ward or child is neither married nor living/cohabitating in a marriage-like relationship, and: a) is under 19 years of age; or, b) under 25 years of age attending school or university on a full time basis).

Emergency means any unexpected Sickness or Injury first occurring during the Coverage Period, which requires immediate Medical Treatment to relieve acute pain and suffering.

Home Country means the country where the Insured permanently resides.

Hospital means a facility which primarily treats patients on an in-patient basis, is licensed as a Hospital by the jurisdiction where treatment is provided, provides 24 hour a day nursing services by registered or graduate nurses, has a staff of one or more Physicians available 24 hours a day, provides organized facilities for diagnosis and surgical procedures, maintains X-ray equipment and operating room facilities, is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a location for the treatment of alcoholism or substance abuse.

Inbound means an Eligible Insured whose Home Country is not Canada and who is temporarily residing in Canada. Inter-provincial travel is covered.

Injury means bodily harm to an Insured due to an Accident that first occurs during the Coverage Period.

Insured, You or Your means any Eligible person who submits an application and corresponding payment for coverage under this Policy, and receives acceptance of coverage from Our Plan Administrator in the form of a confirmation or a valid policy ID card.

Insurer, We, Us, Our means **Old Republic Insurance Company of Canada**

Medical Treatment means medical advice, consultation, care, service or diagnosis provided by a Physician, or eligible paramedical provider.

Medically Necessary means those services or supplies which are provided to You that are required to identify or treat Your Emergency Sickness or Injury and that are necessary for the relief of acute pain or suffering, or to identify or treat Your Emergency Sickness or Injury; or with respect to Hospital services, those which cannot safely be provided to You as an out-patient.

Medication means a drug which is considered Medically Necessary for the treatment or relief of an Emergency Injury or Sickness and which is available only with a prescription provided by a Physician or Dentist.

Paramedical Provider means a person who has met the professional and legal requirements necessary to provide the services of a chiropractor, massage therapist, naturopath, acupuncturist, chiropract, or podiatrist but does not include the Insured or a relative of the Insured. A referral from a medical doctor is NOT required.

Plan Administrator means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

Physician means a qualified doctor of medicine lawfully licensed to practice medicine in the place where medical services are performed, but does not include the Insured or a relative of the Insured.

Psychiatrist means a qualified doctor of psychiatry lawfully licensed to practice psychiatric medicine in the place where psychiatric services are performed, but does not include the Insured or a relative of the Insured.

Psychologist means a qualified doctor of psychology lawfully licensed to practice psychology in the place where psychological services are performed, but does not include the Insured or a relative of the Insured.

Reasonable and Customary means the amounts usually charged for treatment, services or supplies to provide the appropriate level of care for the severity of the Emergency condition being treated, in the geographical location where the treatment, services or supplies are being provided.

Sickness means the sudden onset of a disease or illness that first occurs while this insurance is in effect, and is serious enough for You to seek Emergency Medical Treatment.

Termination Date means the date Your coverage under this Policy ends. Coverage ends on the later of the date (a) specified as the Termination Date on the Application; or (b) of termination of any extension of this Policy. If You return to Your Home Country for any reason other than as defined in **Excursion** (see Benefits), coverage terminates effective the date of Your Return to Home Country.

INSURING AGREEMENT

If an Eligible Insured suffers an Emergency Injury or Sickness during the Coverage Period, We will pay the benefits stated in this Policy, subject to all of its terms, conditions, limitations, exclusions and other provisions, for Reasonable and Customary Expenses that are incurred, to the lesser of the Benefit Maximum for that particular benefit, or to the Policy maximum of **\$2,000,000**. All Benefit Maximums contained in this Policy are per Insured for the duration of the Coverage Period unless otherwise specified and are stated in Canadian Dollar currency. It is a condition precedent to coverage under this Policy that at the Effective Date the Insured is not aware of any existing medical condition which might require the Insured to incur any medically related expenses during the Coverage Period, except as provided under Exceptional Non-Emergent Care (see Benefits).

BENEFITS

The benefits in this Policy are not subject to any deductible. Benefits are paid based on Reasonable and Customary charges for services provided during the Coverage Period up to the Benefit Maximum unless otherwise specified. Your insurance covers up to \$2,000,000 in total benefits for the following Medically Necessary services required to treat an eligible, new emergent medical condition that first begins after the Effective Date of Coverage. These Medically Necessary services include reasonable follow-up visits, tests and surgeries until the initial emergency is resolved, and the condition is stabilized.

Hospital Services • Charges made by a Hospital for semi-private room and board and other necessary services and supplies, including drugs administered, while confined to a Hospital for medical reasons; no limitation on number of days; private room where medically required as determined and approved by the Claim Administrator. *For Exceptional Hospitalization Benefit, see below*; Charges for Medical Treatment provided on an Emergency in patient or out-patient basis including Emergency surgical podiatry; Charges for anaesthesia or blood products and the administration of such products. **Any surgical procedure requires prior written approval from the Claim Administrator**, unless a delay will be life threatening or significantly affect the outcome.

Physician's Fees • All charges made by a Physician for professional services or Medical Treatment;

Psychiatric Fees • When provided on an in-patient basis following an Emergency, fees billed separately for the services of a Psychiatrist will be paid to a lifetime maximum of \$10,000. For Outpatient Psychiatric care, fees billed for the services of a Psychiatrist or Psychologist will be paid to a maximum of \$1,000.

Exceptional Hospitalization Benefit • If You are admitted to Hospital for suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric treatment, we will pay up to a lifetime aggregate limit of \$50,000 for medical and/or psychiatric treatment received while You are in Hospital resulting from one or more of these causes.

X-rays, Laboratory and Diagnostic Tests • Charges for technical and interpretative services. **Prior written approval is required from the Claim Administrator for all major diagnostic testing, including but not limited to magnetic resonance imaging (MRI) and computer axial tomography (CAT) scans.**

Prescription Medication • Limited to a 30-day supply of any one type unless prescribed while a Hospital in-patient. For medications required for the treatment of chronic, ongoing conditions see Exceptional Non-emergent Care, below.

Immunization • Charges for immunization up to \$100, *provided it is a requirement of Your course of studies.*

Private Duty Nursing Care • Up to \$15,000 Benefit Maximum for the services of a Registered Nurse, Registered Nurse Assistant or Home Care Worker, but does not include the Insured, a relative of the Insured, or someone who normally resides with the Insured, when ordered by the attending Physician.

Physiotherapy and Speech Therapy • Up to \$1,000 Benefit Maximum for charges made by a physiotherapist or a speech therapist unless provided while a Hospital in-patient.

Emergency Transport • The full cost of licensed ambulance service to the nearest Hospital when Medically Necessary; Emergency transfers between Hospitals when ordered by the attending Physician, including user fee; OR, taxi fare to or from a Hospital or medical clinic for eligible medical care to a maximum \$100.

Paramedical Services • Up to \$500 Benefit Maximum per Paramedical Provider (chiropractor, massage therapist, naturopath, acupuncturist, chiropodist, or podiatrist) for all services, including x-rays.

Accidental Dental Care • Up to \$4,000 Benefit Maximum for Emergency dental treatment to repair or replace natural or permanently attached artificial teeth as the result of an Injury caused by an Accidental blow to the mouth. Up to \$500 Benefit Maximum for emergency repairs to artificial teeth including bridges and denture plates. Treatment must take place within 90 days of the Accident. Expenses incurred as a result of chewing Accidents or Injury due to placing an object to or in the mouth are not payable.

Emergency Dental Care • (a) Up to \$100 Benefit Maximum per tooth to extract impacted wisdom teeth or, (b) Up to \$600 Benefit Maximum for Emergency dental treatment for the immediate relief of pain and suffering, including root canals and wisdom teeth.

Pregnancy Coverage • Where pregnancy commences after the Effective Date of this Policy, or within the 30 days prior to the Effective Date, when this Policy is purchased at the time of enrollment in a college or university, pre-natal care, childbirth and newborn care (up to age 15 days) are covered up to a combined Benefit Maximum of \$25,000. The insurance must be in effect for the entire term of the pregnancy. Serious complications due to pregnancy are covered up to an additional maximum of \$25,000. Serious complications do not include normal conditions of pregnancy including but not limited to morning sickness, spotting, ultrasounds, blood and urine testing, including testing for gestational diabetes.

Eye Exams • Up to \$100 Benefit Maximum for one non-emergency eye exam performed in Canada by a licenced Optometrist. *Note: the cost of glasses or contact lenses is NOT covered.*

Excursion • Travel outside your Canadian province of residence (other than to Your Home Country) is covered subject to the following conditions (a) more than 50% of the total Coverage Period must be spent in Canada and (b) travel to the United States is limited to 30 days per trip. *Expenses will not be paid when incurred in Your Home Country, except where the trip to the Home Country is expressly undertaken in order to participate in a school-organized sporting or extra-curricular even.*

Tutorial Expense • When, by reason of Sickness or bodily Injury, and within 100 days of the date of the first occurrence of said Sickness or Accident, You become disabled and confined to home or hospital and confinement continues for 30 consecutive school days, We will pay, from the first day, the actual expense incurred for the private tutorial service of a qualified teacher, subject to a maximum of \$15 per hour, up to \$500 Benefit Maximum.

AccessAbility - Corrective Device Defect, Malfunction and Theft Protection • If, while this policy is in effect, a Corrective Device required by You is stolen and not recovered, or suffers a malfunction or defect which becomes apparent while You are covered under this Policy and which renders Your required Corrective Device unusable, we will pay up to \$1,000 Benefit Maximum to replace or repair Your Corrective Device. We do not pay for defects or malfunctions which are covered by the manufacturer's warranty.

Exceptional Non-Emergent Care • Up to \$10,000 incurred in any 365-day period for medically necessary non-emergent treatment of a pre-existing condition. **Note:** Exclusion #1 is not applicable to this benefit.

14-Day Inbound to Canada Coverage • You are covered under this Policy for up to 14 days when travelling from Your Home Country for the first time during the Policy period to attend Vancouver Island University. Coverage is not available within Your Home Country.

Accidental Death and Dismemberment • If an Insured dies or suffers a permanent disability as a result of a covered Accident, Injury, Sickness or event, within 90 days from the date of an Accident which occurred during the Coverage Period, We will pay according to the following Schedule of Losses up to \$50,000 Benefit Maximum. If the total claims against Us for the same Accident exceed \$1,250,000, Our liability for that Accident will be limited to \$1,250,000 which will be shared proportionately among all claimants who are persons insured under guard.me. Benefits are payable to the Insured. In the event of the Insured's death, benefits are payable to the beneficiary noted by the Insured. If a beneficiary is not otherwise designated by the Insured, benefits will be paid to the first of the following surviving preference beneficiaries:

1. the Insured's spouse;
2. the Insured's child or children jointly;
3. the Insured's parents jointly if both are living, or the surviving parent if only one survives;
4. the Insured's brothers and sisters jointly; or
5. the Insured's estate.

Schedule of Losses

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| Loss of Life..... | \$50,000 |
| Loss of Two or more Members..... | \$50,000 |
| Loss of Sight of both Eyes..... | \$50,000 |
| Loss of One Member and Sight of one Eye..... | \$50,000 |
| Loss of One Member..... | \$25,000 |
| Loss of Sight of one Eye..... | \$25,000 |

"Loss of Member" means severance of hand or foot at or above the wrist or ankle joint respectively or complete irreversible paralysis.
"Loss of Sight" must be complete and irrecoverable.

DISAPPEARANCE -If an Insured disappears and after a suitable period of time it is reasonable to believe that such Insured has died as a result of Bodily Injury, the Death Benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to Us.

EXPOSURE - Injury of an Insured as a direct result of unavoidable exposure to the elements shall be deemed to have been caused by Bodily Injury, and benefits will be paid as per the Schedule of Losses, above.

COMMON CARRIER - In the event of the Insured's death as a result of an Injury caused while riding as a fare-paying passenger on (a) any form of public transportation or (b) on a scheduled flight on an airplane or helicopter, the benefit increases to \$100,000.

Emergency Return Home and Return to Destination • if You are required to return to Your Home Country because Your parent, sibling, spouse or dependent child is hospitalized and their hospitalization is expected to last a minimum of 7 days, or in the event of their death, We will pay the lesser of a one way fare or a change fee on an existing ticket, less any refunds, to return You to Your Home Country. If following Your Emergency Return Home, You wish to return to Canada, We will pay for the cost to transport You based on the lowest available fare for the most direct route to return You to Canada. The following conditions apply to this benefit:

- a) The maximum amount payable cannot exceed \$2,500 in total for the Coverage Period;
- b) Prior approval from the Claim Administrator is required.
- c) The Return Home benefit is only available if Your parent, sibling, spouse or dependent child who you are returning home for is under age 75.
- d) The Return to Destination benefit is only available if You have more than 6 weeks remaining in Your scheduled studies at the time You use this benefit; or You are required to return to complete exams; or You are required to return to take part in graduation ceremonies.

The following benefits are covered with the prior approval from the Claim Administrator. The maximum amount payable for the following transportation benefits cannot exceed \$300,000 in total per Coverage Period.

BENEFITS (cont'd)

Air Evacuation • The cost of transporting You to the nearest Hospital or to a Hospital in Your Home Country, if Medically Necessary, either:

- as a stretcher fare on a regular scheduled flight, including economy return fares for qualified medical attendants (not a relative) and their associated fees and expenses; or
- by appropriately equipped air ambulance, including associated fees and expenses for a qualified crew.

Land ambulance costs at each end of the flight or connecting flights are included. The attending Physician must certify that the Insured is medically fit for the type of transfer selected.

Family Transportation and Subsistence Allowance • If You have no family members within 500 kilometres of Your location while You are outside Your Home Country and You are Hospitalized and Your Hospitalization is expected to last a minimum of 7 days, or in the event of the death of the Insured, We will pay up to \$5,000 towards the cost of round-trip transportation based on the lowest available fare for the most direct route for two persons nominated by You to travel to Your bedside. We will also pay up to \$1,500 for commercial accommodation and meals for a maximum period of 10 days for these two persons. The attending Physician must certify that the situation is serious enough to warrant the visit. Submit all bills and receipts to the Claim Administrator.

Repatriation or Burial of Deceased • If death occurs during the Coverage Period as a result of an Injury, Sickness or suicide, We will pay either (a) up to \$15,000 towards the reasonable and necessary costs for the preparation and return of the Insured's remains to the Insured's Home Country in a standard transportation container or (b) up to \$5,000 for the cost of preparing the remains, cremation or burial, and a burial plot in the location where death occurs, or Host Country. The costs for a coffin, urn, headstone or funeral are excluded.

EXCLUSIONS

We will not pay for any expenses resulting directly or indirectly from:

- a pre-existing condition which means a sickness, injury or other condition that was causing signs or symptoms, and/or required medical advice or investigation, whether a diagnosis was established or not, and/or any form of medical treatment provided by a Physician or other Practitioner during the 3 month period immediately preceding the Effective Date, or if upon the commencement of the coverage, a condition was known or present such that costs could reasonably have been expected to be incurred. Note: this exclusion is waived when Application for mandatory coverage is received within 30 days of the semester/registration start date. We will not pay for any charges, which exceed the lesser of \$20,000 or 30 days hospitalization in any 365-day period, for a pre-existing condition (as defined above) of a covered child that was not stable in the 90 days prior to the date the child became covered under this Policy;
- Elective or non-Emergency Medical Treatment, including any treatment given to maintain the stability of a chronic sickness or condition, including visits for the refill of medication, tests or examinations forming part of a normal regime, or for treatment of congenital or genetic disorders or conditions, or for treatment not required for the immediate relief of pain and suffering, or that could reasonably be postponed until the Insured returns to his/her Home Country (except as provided under Pregnancy). The *Exceptional Non-emergent Care benefit* will provide coverage in Canada for non-emergency Medical Treatment to maintain the stability of a chronic sickness or condition, including visits for the refill of medication, tests or examinations forming part of a normal regime, or for treatment of congenital or genetic disorders or conditions;
- any continuing treatment of an Injury or Sickness if the Claim Administrator has requested that the Insured return to his or her Home Country following Emergency Medical Treatment; If an Insured who has been evacuated or asked to Return Home later returns to Canada to resume studies/teaching in the same or subsequent policy years, the benefits payable will be limited to a maximum of \$10,000 for that Sickness or Injury for which they returned Home;
- medication commonly available without a prescription (including but not limited to 'over-the-counter' medications such as acetaminophen or cold/allergy remedies); fertility drugs; erectile dysfunction drugs; anti-baldness drugs; smoking cessation drugs; vaccinations, immunizations or injections; vitamin preparations or supplements; or medication received on a preventive or maintenance basis;
- plastic or cosmetic surgery except as a result of a covered Injury; substitution or extraction of, or repairs to an existing prosthesis, except as payable under the *Corrective Devices Benefit*;
- any expenses incurred outside the Coverage Period or while You are in Your Home Country; medical services for any injury that occurred or was treated, or sickness that started or was diagnosed or treated in Your Home Country during the Coverage Period. The *Exceptional Non-emergent Care benefit* will provide coverage for medical services in Canada during the Coverage Period for any injury that occurred or was treated, or sickness that started or was diagnosed or treated in Your Home Country
- suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric treatment, except as described in the *Exceptional Hospitalization Benefit, Psychiatrist's Fees benefit, Exceptional Non-emergent Care benefit or Repatriation or Burial of Deceased benefit*;
- Your use of drugs, alcohol, or any medication, for the amount in excess of **\$100,000**.
- participation in professional sports or hazardous activities such as motorized contests of speed, parachuting, skydiving, hang gliding, bungee jumping, cave exploring, mountaineering, rock or cliff climbing, or scuba diving;
- operating any type of aircraft or travelling as a passenger on any non-commercial flight; operating any form of motorized transport on land or water without a licence valid for the area where operating; travelling in or on a motorcycle, snowmobile, or any kind of vehicle while racing or off-road, unless no roads exist in the area in question;

- injury or sickness caused while You are training or serving in any capacity as a member of any armed forces or while actively participating in any conflict of war, or sustained in criminal activity. However, if You sustain an Injury as a direct result of war-like actions in which You were not an active participant and within 48 hours of the commencement of such hostilities, any expenses incurred arising from such incident will be covered.
- any interest, finance or late payment charge;
- injury or sickness covered under any other form of insurance, indemnity or plan or that is the liability of a third party;
- injury or sickness while travelling to a destination for which the Home Country Government has issued a travel advisory stating that travel to the destination should not be undertaken;
- travelling contrary to the medical advice of a Physician or Practitioner or for the purpose of obtaining Medical Treatment or when a terminal prognosis was given to the Insured prior to the Coverage Period;
- any expenses incurred as a result of the Insured's failure to accept or follow a Physician's advice, treatment or recommended treatment.

GENERAL POLICY LIMITATIONS

We reserve the right to arrange transportation to return You to Your Home Country following an Emergency, either before or after You receive Medical Treatment, or Hospital or Medical Services. If You decline to return when declared medically fit to travel by the Claim Administrator, We will not pay for any continuing expenses, recurrence or complications arising from or directly or indirectly related thereto.

Limitation on Liability

The Insurer, the Plan Administrator and/or the Claim Administrator are not responsible for the availability, quality or results of any Medical Treatment, or Your failure to obtain Medical Treatment or transportation and shall not be held liable for any negligence, wrongful acts or omissions of any service providers.

GENERAL CONDITIONS

The Contract. The Application, this Policy, any document attached to this Policy when issued, and any amendment to the contract agreed upon in writing after the 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 shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.

Copy of Application. The Insurer shall, upon request, furnish to the Insured under the contract a copy of the Application.

Premium Payment. The full premium is due and payable when You apply for insurance. If for any reason the premium paid for the coverage applied for is incorrect, We will a) charge and collect the difference, or b) shorten the Coverage Period if an underpayment in premium cannot be collected, or c) refund any overpayment. Coverage will be null and void if for any reason Your payment is not honoured by the financial institution. The premium is calculated using the most current premium rates on the date You apply for coverage, for Your age on the Effective Date. We reserve the right to decline any application for insurance.

Duplicate Contracts or Policies. In the event that more than one contract is issued to one Insured, benefits shall be limited to the maximum payable under one contract at any time, and a refund for duplicate premiums will be issued.

Misrepresentation or Nondisclosure. All coverage under this Policy shall be void, if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or subject thereof, or the interest of the Insured therein, or in the case of any fraud or false swearing of the Insured.

Material Facts. No statement made by an Insured at the time of Application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the Application or any other written statements or answers furnished as evidence of insurability.

Governing Law. This Policy is governed by the laws of the Canadian province of Ontario where this Policy was issued. Any action or proceeding against the Insurer for recovery of claims under this Policy must be brought in the Canadian province of Ontario and must commence within 2 years from the date on which the cause of action arose. Despite any other provisions contained in this Policy, this Policy is subject to the statutory conditions of the Insurance Act respecting contracts of accident and sickness insurance.

Benefit Payments. All benefits are payable to You unless You assign Your right to payment directly to the service provider or another named assignee. Benefit payments do not provide for the payment of any interest. This Policy contains a clause which may limit the amount payable.

Currency. All premium amounts, Benefit Maximums and benefit payments are stated in Canadian Dollar currency. For reimbursement purposes, the exchange rate on foreign currency shall be the rate determined at the date the expense was paid and quoted by the financial institution selected by the Claim Administrator. At Our option We may pay a claim for benefits in the currency where the loss occurred.

Co-ordination of Benefits. The benefits in this Policy are payable in excess of those available under any other valid and collectible insurance Policy or plan under which You are entitled to claim including but not limited to, a government health insurance plan, group or personal accident and sickness insurance or extended health/medical care coverage, any automobile insurance or benefits plan, homeowner, tenant, or other multi-peril insurance, credit card benefit insurance, and other travel insurance. Any payment made under this Policy will be co-ordinated with any other plan providing similar coverage such that the total benefits payable under all policies or plans does not exceed 100% of the eligible expenses incurred.

GENERAL CONDITIONS (cont'd.)

Rights of the Company and Claimant. When You purchase this Policy, You agree to provide the Company with access to all pertinent records or information about You from any licensed Physician, dentist, medical practitioner, Hospital, clinic, insurer, individual, institution or other provider of service to determine the validity of any claim submitted by You or on Your behalf.

Termination by Insured. The Insured may terminate this contract at any time by giving written notice of termination to the Plan Administrator acting on behalf of the Insurer, or by delivery thereof to an authorized agent (e.g. school or organization). If this Policy is cancelled prior to the Effective Date for medical reasons, the Insured or the Insured's authorized agent where applicable, will receive a full refund of premiums paid. If the Policy is cancelled for any other reason, an administration fee of \$25 may be charged. If this Policy is cancelled after the Effective Date, We will refund the premiums paid for unused coverage less an administration fee of \$25, provided that no claims have been incurred or paid, or are pending. A waiting period applies to all refunds.

Refunds. Other than the 10 Day Right to Examine, refunds are calculated on a pro-rata basis from the date postmarked on Your written request or on the date such fax or e-mail request is received by the Plan Administrator and are subject to a minimum refund amount of \$10. No refunds will be paid on Returning Canadians' 90-day GHIP replacement coverage. This Policy is non-transferable.

Termination by Insurer. (1) The Insurer may terminate this contract at any time by giving written notice of termination to the Insured. Unused premiums will be refunded in the event that no claims are paid or pending. (2) The notice of termination may be mailed to the Insured, or sent by fax or email, or where the application has been sent by another party or agent, that party or agent may be notified by mail, fax or email. (3) Where the notice of termination is given, 5 days notice of termination shall be given, effective the date of mailing, fax or email.

Subrogation (Right of Recovery). If any benefit paid to You or on Your behalf is in excess of the amount allowed by the provisions of this Policy, or if payment is made due to a clerical or administrative error, then We reserve the right to recover such amount from You or any institution, insurer, or other organization or party to whom such payment was made. If any payment is made under this Policy, then We have the right to proceed in Your name against any third party that may be responsible for giving rise to a claim under this Policy. We or Our designated representatives shall have full rights of subrogation. You shall not do anything to prejudice such rights and shall co-operate fully with Us or Our designated representatives, by agreeing to sign, execute and/or deliver such documents as are required to proceed against any third party that may be liable.

Policy Extensions. The maximum Coverage Period available under this Policy, including extensions, is 365 consecutive days from the Effective Date. Any request for an extension must be made to the Plan Administrator no later than 7 business days immediately before the Termination Date of Your existing coverage. Coverage for this Policy extension will be void from inception if any payment is not honoured by Your financial institution. The Plan Administrator or the Insurer has the right to refuse any extension. If a claim has been received for any Insured, an extension may be granted with an exclusion for the claimed condition.

Automatic Continuation of Coverage. If the Insured is unavoidably delayed for a reason in no way attributable to the Insured, beyond the end of the Coverage Period, this Policy will automatically remain in effect at no extra premium for a period not to exceed:

- 72 hours, if delayed while travelling as a fare paying passenger in a licensed public conveyance or by private vehicle and the delay is caused by mechanical breakdown, a traffic Accident or inclement weather; or
- the period of confinement as an in-patient in a Hospital (unless said period of confinement is in excess of the maximum limitation for Psychiatric Hospitalization) OR the period during which You are unable to travel on medical grounds (excluding psychiatric conditions) acceptable to the Claim Administrator. Following discharge from Hospital or following medical approval to travel, an additional 72-hour extension will be granted.

Notice and Proof of Claim. The Insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall, (a) give written notice of the claim including a completed Claim Form, and originals of all bills to the Claims Administrator or Plan Administrator, acting on behalf of the Insurer by delivery thereof, or by sending it by mail, not later than 30 days from the date that a claim arises under the contract on account of an Accident, Injury or Sickness; (b) within 90 days from the date a claim arises under the contract on account of an Accident, Injury or Sickness, furnish to the Claim Administrator or the Plan Administrator such proof as is reasonably possible in the circumstances of the happening of the Accident or commencement of the Injury or Sickness, and the loss occasioned thereby, the right of the claimant to receive payment, and (c) if so required by the Claim Administrator or Plan Administrator, furnish a satisfactory certificate as to the cause or nature of the of the Accident, Injury or Sickness for which claim may be made under the contract.

Failure to give Notice or Proof. Failure to give notice of claim or furnish proof of claim within the time prescribed above does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the incident or Accident or the date a claim arises under the contract on account of Injury, Sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

Plan Administrator to Furnish Forms for Proof of Claim. Claim Forms are provided with each ID Card issued, and are also provided to all schools and organizations. Where a Claim Form is required, the Plan Administrator will provide one to the Insured by fax, email or mail. Claim Forms are also available at our website www.guard.me

Rights of Examination. As a condition precedent to recovery of insurance money under this contract, (a) the claimant shall afford to the Insurer an opportunity to examine the Insured when and so often as it reasonably requires while the claim hereunder is pending. The physician and the location of such examination shall be at the Insurer's discretion. The Insured agrees to cooperate and to provide full details to the physician. This physician may, in conjunction with input from the treating physician, make additional recommendations to assist in recovery or cure, 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.

Non compliance With Obligations. We may choose to limit or refuse payments when (a) the Insured or the party concerned with the payment is negligent in the fulfilment of any obligation resting upon him/her and has thus harmed the interests of the insurer; (b) facts have been incorrectly or insufficiently provided, or have been misrepresented, or if false data has been provided, (c) where an Insured suffers an Injury or Sickness, the Insured is required to seek immediate medical treatment and to follow all doctors advice, prescriptions and orders. Failure to comply may result in reduction or refusal of payments.

When Money Payable. All money payable under this contract shall be paid by the Insurer within 90 days after it has received acceptable proof of claim.

Limitation of Actions. An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim.

CLAIM PROCEDURE

- You **must call** the Emergency Assistance Number shown below **BEFORE admission to Hospital as an in-patient and for prior written approval BEFORE any expenses are incurred for the following:**
 - Major Diagnostic tests
 - Surgery
 - Family Transportation
 - Dental
 - Air Evacuation
 - Repatriation / Burial
- Present Your **guard.me** I.D. Card to Your medical service providers.
- Complete a claim form for EACH new Sickness or Injury when FIRST treated. Take it with You on Your first appointment if possible. You may photocopy a blank claim form for future use or obtain forms from Your organization or from our website at www.guard.me
- Within 30 days of the first medical expense, log on to www.guard.me to file your claim electronically or **MAIL:**
 - Completed claim form
 - Original** itemized bills / receipts
 - Include medical reports, emergency room report, history & physical, surgical, lab, x-rays and discharge reports to:

guard.me Claims
80 Allstate PKY, 3rd Floor
Markham, Ontario L3R 6H3

Remember to keep a copy for Your files.

We will not accept liability for any claim submitted to Us more than 1 year after the date the loss was incurred.

Claims cannot be considered unless the claim form is fully completed and signed by the claimant and submitted with all the ORIGINAL required documentation which must be provided free of expense to Us.

Payment will not be released until all original invoices and receipts are received by the Claim Administrator.

Underwritten by:
Old Republic Insurance Company of Canada
100 King Street West, 11th Floor
Hamilton, Ontario CANADA
L8N 3K9

PRIVACY / DATA PROTECTION NOTICE

The Company and Our Plan Administrator (collectively "We" "Our" in this privacy section) are committed to protecting Your privacy. When You bought Your Policy You gave consent for Your personal data to be collected and processed by Us in accordance with this Privacy/Data Protection Notice. The information provided will be used only for determining Your eligibility for coverage under the Policy, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, such as other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. We collect and process Your personal data in line with applicable Privacy and Data Protection legislation. We take great care to keep Your personal information accurate, confidential and secure. If You have any questions about the Company's Privacy Policy, please contact our Privacy Officer at (905) 523-5587 or by email to: privacy@oldrepublic-group.com.

EMERGENCY PROCEDURES

Contact the 24 Hour Toll-Free Emergency Assistance Number at 1-888-756-8428 (North America) or collect (905) 731-8291

- within 24 hours of admission to Hospital, or if incapacitated, as soon as reasonably possible;
- for any benefit where prior approval is required;
- for any Excursions, prior to incurring ANY medical expenses.

Failure to notify the Claim Administrator as required will limit Our liability to 90% of the eligible expenses incurred.