International Student



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Underwritten by Zurich Insurance Company Ltd (Canadian Branch) 100 King St. W., Suite 5500 Toronto, ON M5X 1C9

International Student Travel Insurance Policy

Effective September 2022

International Student Travel Insurance Policy Emergency Medical Plan

This *policy* is underwritten by *Zurich* Insurance Company Ltd (Canadian Branch). This *policy* is issued by *Zurich* Insurance Company Ltd (Canadian Branch) in the course of its insurance business in Canada. Zurich Travel Assist is the name of *Zurich*'s administrative and claim adjudication services for this *policy*. *Zurich* has appointed World Travel Protection Canada Inc. to administer Zurich Travel Assist.

TABLE OF CONTENTS

- SECTION 1 IMPORTANT NOTICE Page 1
- SECTION 2 IN THE EVENT OF A MEDICAL EMERGENCY Page 2
- SECTION 3 SUMMARY OF BENEFITS Page 2
- SECTION 4 ELIGIBILITY Page 3
- SECTION 5 EFFECTIVE AND EXPIRY DATES OF INSURANCE Page 3
- SECTION 6 EMERGENCY MEDICAL INSURANCE Page 4
- SECTION 7 HOW TO MAKE A CLAIM Page 8
- SECTION 8 PREMIUMS, CANCELLATION AND REFUNDS Page 10
- SECTION 9 GENERAL CONDITIONS Page 10
- SECTION 10 NOTICE ON PRIVACY AND CONFIDENTIALITY Page 11
- SECTION 11 DEFINITIONS

Page 11

SECTION 1 – IMPORTANT NOTICE

READ THIS *POLICY* CAREFULLY BEFORE *YOU* TRAVEL

It is important that *you* understand what this *policy* includes, what it excludes, and what is limited (payable but with limits). Please take the time to read through *your policy* before *you* travel. Terms in *italics* are defined this *policy* in Section 11.

- Travel insurance covers claims arising from sudden and unexpected situations such as *accidents* and emergencies.
- To qualify for this *policy*, *you* must meet all of the *eligibility requirements*.
- This *policy* contains limitations and exclusions.
- This *policy* may not cover claims related to *pre-existing medical conditions*, whether disclosed or not at the time of *policy* purchase. It is important and *your* responsibility to understand how this applies to *your* coverage. In the event of an *accident, injury* or *sickness, your* previous medical history may be reviewed when a claim is made.
- This *policy* provides travel assistance. Contact Zurich Travel Assist immediately at 1 (833) 515-3317 before seeking *treatment* or *your* benefits may be limited or denied.
- In the event of a claim, *your* prior medical history may be reviewed.

This *policy* contains clauses which may limit the amounts payable.

This *policy* contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

IT IS IMPORTANT AND YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE ANY QUESTIONS, CALL ZURICH TRAVEL ASSIST AT 1 (833) 515-3317 or (416) 479-8007.

SECTION 2 – IN THE EVENT OF A MEDICAL EMERGENCY

IN THE EVENT OF A *MEDICAL EMERGENCY*, CALL ZURICH TRAVEL ASSIST IMMEDIATELY.

1 (833) 515-3317 toll-free from the USA and Canada or 1 (416) 479-8007 collect to Canada from anywhere else in the world

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

Please note that if *you*, or someone on *your* behalf, do not call Zurich Travel Assist in a *medical emergency* and prior to *treatment*, *you* will have to pay 20% of the eligible medical expenses that we would normally pay under this *policy*.

Italicized Terms

Italicized terms within this *policy*, whether in the singular or plural, have a specific meaning. Refer to the Definitions in Section 11 of this *policy* to find the meaning of each italicized term.

Ten (10) Day Right to Examine this Policy

You may cancel this *policy* within ten (10) days of the date of purchase identified on *your confirmation* of coverage for a full refund provided no travel has taken place and there is no claim in progress, by contacting *your* agent. Refer to Section 8 of this *policy* for refunds after the Ten (10) Day Right to Examine this *policy*.

SECTION 3 – SUMMARY OF BENEFITS

For complete details of coverage, please refer to the applicable sections within this *policy*.

	Maximum Benefit
Coverage	Payable
	(per insured person
	per policy period)
Emergency Medical Insurance	
Emergency Medical Treatment	\$2,000,000
Drugs or Medications	Up to \$10,000 to 30-
	day supply
Private Duty Nursing	Up to \$15,000
Professional Medical	Up to \$600 per
Services	practitioner
Emergency Air	When pre-approved by
Transportation	Zurich Travel Assist
Dhuaiach Eusaniactian	Up to \$150 for one
Physical Examination	visit
Non-Emergency	
Treatment	Up to \$3,000
Maternity Benefit	Up to \$25,000 for pre-
	natal care
Impacted Wisdom	
Teeth	Up to \$150 per tooth
	Up to \$5,000 for an
Dental – (a)	accident
Dental – (b)	Up to \$600
Repatriation	Up to \$15,000
Psychiatric and	Up to \$10,000 for in-
Psychological Care	patient care
Family Transportation	Up to \$5,000
Eye Examination	One visit per 12 month
	period
Prescription Glasses,	
Contact lenses,	
Hearing Aids	Up to \$200
Tutorial Services	Up to \$20/hour, up to \$400
Accidental Death &	\$10,000
Dismemberment	φτ0,000

We will pay you the benefits set out in this policy, subject to the terms, limitations, exclusions and other conditions, that are in excess of those payable under any group, individual, private or public plan or policy of insurance, including any auto insurance plan and your Canadian provincial or territorial government health insurance plan. Some benefits are subject to advance approval by Zurich Travel Assist. You will be responsible for any expenses that are not payable by us.

Coverage under this *policy* is issued on the basis of information provided in *your application*. Your entire *policy* with *us* consists of this *policy*, *your application* for this coverage, the *confirmation of coverage* issued in respect of that *application* and any other amendments or endorsements. This *policy* is only offered to *you* whilst residing and studying in Canada.

You may purchase either the Smart Plan or the Smart-Plus Plan basis.

- For the Smart Plan, refer to point number 1 under the EMERGENCY MEDICAL INSURANCE EXCLUSIONS
- For the Smart-Plus Plan, refer to point number 2 under the EMERGENCY MEDICAL INSURANCE EXCLUSIONS

This *policy* provides coverage for the plan *you* purchased.

SECTION 4 – ELIGIBILITY

Eligibility Requirements

To be eligible for coverage under this *policy*, *you* must, as of the date *you* apply for coverage and the *effective date*:

- You have not been advised by a *physician* to avoid travel at this time; and
- You are not travelling against a physician's advice and you have not been diagnosed with a terminal illness for which a physician has estimated you have less than six (6) months to live; and
- You are 69 years of age and under at the time of application date of the policy; and
 - You are a *student* enrolled in a *school* within Canada; or
 - You are an accompanying spouse or dependent child(ren) of the student residing in Canada; and
- You are not insured under a government health insurance plan.

Trade and Economic Sanctions

Notwithstanding any other terms under this *policy*, *Zurich* shall not be deemed to provide coverage or make any payments or provide any service or benefit to any insured or other party to the extent that such coverage, payment, service or benefit would violate any applicable trade or economic sanctions law or regulation.

SECTION 5 - EFFECTIVE AND EXPIRY DATES OF INSURANCE

Effective Date

Your coverage commences on the later of:

- 1. The effective date as shown on the application; or
- 2. Your arrival date to Canada

If you purchase your policy before your arrival date to Canada or after you have exited your home country, any sickness that manifests itself during the first 48 hours after the *effective date* is not covered even if related expenses are incurred after the 48-hour waiting period.

Expiry Date

Your coverage terminates on the earliest of the following dates:

- 1. The date and time you cancel this insurance; or
- 2. The expiry date indicated in the application;
- 3. 60 days after the date *you* are no longer enrolled in a *school* within Canada; or
- 4. The date *you* become insured under a Canadian *government health insurance plan.*

Waiting Period

Coverage for losses resulting from any *sickness* will begin 48-hours after the *effective date* if *you* purchase *your policy*:

- a) after the *expiry date* of an existing *policy* from another Canadian insurance provider; or
- b) after you exit your home country.

Any *sickness* that manifests itself during the 48-hour waiting period is not covered even if expenses are incurred after the 48-hour waiting period.

No waiting period shall apply if coverage is continuing from another or prior *policy* administered by *us* and there is no lapse in *your policy* coverage.

Conditions

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

Automatic Extension of Emergency Medical Insurance Coverage

Automatic extension of Emergency Medical Insurance coverage is provided beyond *your expiry date* shown on *your confirmation of coverage*, if:

- your common carrier is delayed or your vehicle is not operational for reasons outside your control and prevents you from travelling to relocate permanently to your home country on your expiry date. In this case, your coverage will be extended for up to seventy-two (72) hours; or
- you are medically unfit to travel due to a covered sickness or injury on or before the coverage expiry date, coverage will be automatically extended for up to five (5) days if medical evidence supports that; or
- you are hospitalized on or before the coverage expiry date as a result of a covered injury or

*sickness, c*overage will be automatically extended during the period of *hospital* confinement plus seventy-two (72) hours after release to travel to *your home country.*

Extensions to Policy

Zurich reserves the right to decline any application or any requests for extensions of coverage. You can extend your policy period before your policy expires by calling your agent, provided there is no lapse in your policy. You must meet the following conditions:

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

SECTION 6 - EMERGENCY MEDICAL INSURANCE

EMERGENCY MEDICAL INSURANCE BENEFITS

Emergency Medical Insurance covers the *reasonable* and customary charges incurred as a result of *medical treatment* required by *you* during the *policy period* due to a *medical emergency*. Benefits are limited to \$2,000,000 for each *insured person*, for each *policy period*.

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

All medical procedures or tests, including but not limited to MRI, MRCP, CAT Scan, CT Angiogram, Nuclear Stress Test, Angiogram or Cardiac Catheterization or any surgery, must be authorized in advance by Zurich Travel Assist.

The following expenses are covered by this *policy*, subject to the *policy*'s maximums and exclusions:

- 1. Emergency Medical Treatment
 - Hospital Confinement and Medical Treatment Emergency hospital confinement (limited to semi-private accommodation) and/or emergency medical treatment by a physician for the actual, usual and customary charges for reasonable and necessary hospital and medical expenses. In the case of hospital confinement any coverage related to the

hospital confinement terminates upon release from *hospital* except as specified under the section Emergency Medical Insurance Benefits and Non-Emergency Treatment.

Physician

The services of a physician.

Ambulance Services

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

• Diagnostic Procedures

X-ray examinations and diagnostic laboratory procedures.

• Drugs and/or Medications

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

• Rental of Essential Medical Appliances

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

• Private Duty Nursing

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

2. Professional Medical Services

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

3. Emergency Air Transportation

This benefit is payable only when preapproved and arranged by Zurich Travel Assist.

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

4. Physical Examination

Up to a maximum of \$150 for one visit to a *physician* for a general check-up or one consultation session including any related tests and laboratory fees over a 12 consecutive month period provided *you* have purchased a 365-day *policy*.

5. Non-Emergency Treatment

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

6. Maternity

Up to \$25,000 for pre-natal care (including but not limited to tests and prescribed medication), involuntary termination of pregnancy or resulting complications provided the pregnancy commenced during the *policy period*. Benefits will only be payable in Canada.

7. Impacted Wisdom Teeth

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

8. Dental

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

- a) Dental expenses *you* incur up to a maximum of \$5,000 for an *injury* requiring the repair or replacement of sound natural teeth or permanently attached artificial teeth. This includes the repair of restorative dental work including amalgam and composite fillings, retentive pins and prefabricated posts for fillings and standard metal crowns and bridges.
- b) Dental expenses you incur for dental pain relief other than pain caused by an *injury*, up to a maximum of \$600. Treatment must be completed no later than 90 days after treatment began and must be completed during the *policy period*.

9. Repatriation

In the event of *your* death during a *policy period*:

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

Under Repatriation, the cost of headstones, caskets, burial coffins, urn, and funeral services are excluded.

10. Psychiatric/Psychological

The *policy* covers expenses incurred:

- a) Up to a maximum of \$1,000 for outpatient care by a *physician*, a licensed psychiatrist or psychologist including psychiatric or psychological counselling, following a *medical emergency*; or
- b) Up to a maximum of \$10,000 for in-patient *hospitalization* due to psychiatric,

psychological, *emotional* or *mental disorders*.

11. Family Transportation

This benefit is payable only when preapproved and arranged by Zurich Travel Assist.

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

12. Eye Examination

One visit to a licensed optometrist or ophthalmologist over a 12 consecutive month period (provided you have purchased a continuos 365 days *policy*) to examine an abnormality in the visual system.

13. Prescription Glasses/Contact Lenses/ Hearing Aids

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

14. Tutorial Services

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

15. Accidental Death and Dismemberment

We agree to pay up to the maximum of \$10,000 for loss of life, limb or sight resulting directly from *injury*, occurring during the *policy period*, while boarding, riding in, or alighting from a *common carrier*. The total *aggregate limit* for all losses under *Accidental* Death & Dismemberment is \$10 million.

Benefits are payable according to the following schedule:

- a) 100% of \$10,000 resulting from the same accidental injury for loss of:
 - i life; or
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or
 - v. one hand and entire sight of one eye; or

vi. one foot and the entire sight of one eye.

- b) 50% of \$10,000 resulting from the same injury for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if *you* suffer more than one of these losses.

Exposure and Disappearance

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

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

EMERGENCY MEDICAL INSURANCE LIMITATIONS

Please note that if *you* or someone on *your* behalf does not call Zurich Travel Assist in a *medical emergency* and prior to *treatment*, *we* have the right to limit *your* coverage as follows:

- No benefits will be payable for surgery or invasive procedures (such as cardiac catheterization) without prior approval by Zurich Travel Assist, except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.
- Non-surgical eligible expenses for which benefits would otherwise have been provided will be limited to 80% of the total.

Benefits payable are further limited as follows:

- In consultation with the attending *physician*, Zurich Travel Assist reserves the right to transfer *you* to an appropriate facility to *your* province or territory of study in Canada or *your home country* for *treatment*. Refusal to comply will absolve *us* of any liability for expenses incurred after the proposed transfer date.
- Once a *medical emergency* ends, no further benefits are payable for that *medical emergency* or for any recurrence of the condition which caused the *medical emergency*.
- Any amount which would be payable under the government health insurance plan of your province or territory of study, if you are purchasing

this plan as a supplement to any other primary insurance plan or contract.

EMERGENCY MEDICAL INSURANCE EXCLUSIONS

You must be accurate and complete in your dealings with us at all times.

This *policy* does not pay for any *treatment*, services, expenses or benefits caused directly or indirectly as a result of any one or more of the following:

- 1. **Smart Plan** *policy*: The Smart Plan *policy* does not cover claims related to *pre-existing medical conditions*, whether disclosed or not at the time of *policy* purchase. Benefits are not payable for costs incurred due to any *sickness* or *injury* or *medical condition*, whether or not diagnosed by a *physician*:
 - a) for which you exhibited signs or symptoms; or
 - b) for which you required or received medical consultation; and
 - c) which existed prior to the *effective date* of *your* coverage.

It is important and *your* responsibility to understand how this applies to *your* coverage. In the event of an *accident*, *injury* or *sickness*, *your* previous medical history may be reviewed when a claim is made.

- 2. **Smart Plus Plan** *policy***:** *We* will not pay any expenses relating to any of the following:
 - a pre-existing medical condition that is not stable in the ninety (90) days before your effective date; and/or
 - *your* heart condition if, in the ninety (90) days before *your effective date*, any heart condition has not been *stable* or *you* have taken any form of nitroglycerine for the relief of angina pain; and/or
 - *your* lung condition if, in the ninety (90) days before *your effective date*, any lung condition has not been *stable* or *you* required *treatment* or Prednisone for a lung condition.
- 3. Covered expenses that exceed the *reasonable and customary charges* where the *medical emergency* happens.
- 4. Covered expenses that exceed 80% of the cost we would normally have paid under this *policy* if you do not, or someone on your behalf does not, contact Zurich Travel Assist at the time of the *medical emergency*.
- 5. Magnetic resonance imaging (MRI), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies, cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless prescribed by the treating *physician* and approved in advance by Zurich

Travel Assist prior to being performed. All surgery must be authorized by Zurich Travel Assist prior to being performed except in extreme circumstances where a request for prior approval would delay surgery needed in a life-threatening medical crisis.

- 6. Any non-emergency, investigative or elective *treatment* such as cosmetic surgery, chronic care, rehabilitation, or any directly or indirectly related complications.
- 7. The continued *treatment* of a *medical condition* when *you* have already received *treatment* for that *medical condition* in your *home country*.
- 8. A *medical condition* that meets any of the following criteria:
 - When you knew, or for which it was reasonable to expect before you left your home country, or before the effective date of coverage, that you would need or be required to seek treatment for that medical condition.
 - A medical condition for which future investigation or *treatment* was planned before you left your home country.
 - A *medical condition* that produced symptoms that would have caused an ordinarily prudent person to seek *treatment* in the ninety (90) days before leaving *your home country*.
 - A medical condition that had caused your physician to advise you not to travel.
 - A *medical condition* that is the result of *you* not following *treatment* as prescribed to *you*, including prescribed medication, *treatments* and therapy.
 - A medical condition which originated while visiting your home country during the policy period or any condition wholly or partly, directly or indirectly, related thereto.
- 9. A medical emergency resulting from:
 - i. mountain climbing requiring the use of specialized equipment, including carabineers, crampons, pick axes, anchors, bolts and lead-rope or toprope anchoring equipment to ascend or descend a mountain; or
 - ii. rock-climbing; or
 - iii. parachuting, skydiving, hang-gliding or using any other air-supported sporting device; or
 - iv. participating in a motorized speed contest; or
 - v. *your* professional participation in a sport, snorkeling or scuba-diving when that sport, snorkeling or scuba-diving is *your* principal paid occupation.

- 10. if *you* specifically purchased this *policy* to obtain such *treatment* or services, whether or not it was authorized by a *physician*.
- 11. Your self-inflicted *injuries*, unless medical evidence establishes that the *injuries* are related to a mental health illness.
- 12. Committing, or *your* direct or indirect attempt to commit, a criminal act.
- 13. Intoxication, the misuse, abuse, overdose of, or chemical dependence on medication, drugs, alcohol or other intoxicant.
- 14. a) Voluntary termination of *your* pregnancy or *your* post-natal care; and/or
 b) *Your* pregnancy or childbirth or complications thereof when they happen in the nine (9) weeks before or after the expected date of delivery; and/or
 c) *Your* child born during *your policy period*, or

c) Your child born during your policy period, or coverage for such child.

- 15. For insured children under two (2) years of age, any *medical condition* related to a birth defect.
- 16. Any benefit that must be authorized or arranged in advance by Zurich Travel Assist when it has given no authorization or made no arrangement for that benefit as per the terms and conditions of this *policy* (refer to point 4 under EMERGENCY MEDICAL INSURANCE EXCLUSIONS).
- 17. Any *medical emergency* that occurs or recurs after *your* attending *physician* and *our* medical advisors recommend that *you* return to *your home country* following *your treatment*, and *you* choose not to.
- 18. Death or *injury* sustained while piloting an aircraft, learning to pilot an aircraft, or acting as a member of an aircraft crew.
- 19. For *policy* extensions: any *medical condition* that first appeared, was diagnosed or treated after the scheduled *departure date* and prior to the *effective date* of the insurance extension.
- 20. Any loss or any *medical condition you* suffer or contract in a specific country, region or city when a Government of Canada Travel Advisory, issued before *your effective date* or before departing Canada for a *trip* during the *policy period*, advises Canadians to avoid all or nonessential travel to that specific country, region or city. In this exclusion, "*medical condition*" is limited, related or due to the reason for the travel advisory.

If the Travel Advisory is issued after your *departure date*, your coverage under this Emergency Medical Insurance Benefit in that specific country, region or city will be limited to a period of ten (10) days from the date the Travel Advisory was issued, or to a period that is reasonably necessary for you to safely evacuate the country, region or city back to your residence in Canada.

- 21. Any *act of terrorism* directly or indirectly caused by, resulting from, arising out of, or that is in connection with biological, chemical, nuclear or radioactive means.
- 22. An act of war.
- 23. Loss or repair of or damage to eyeglasses, contact lenses, prosthetic devices, hearing aids.
- 24. Elective treatment or surgery.
- 25. Psychotherapeutic treatment or rehabilitative treatment, psychological, emotional or mental disorders, except as specified under the section EMERGENCY MEDICAL INSURANCE BENEFITS the benefits, psychiatric/psychological.
- 26. A condition arising out of or resulting from Acquired Immune Deficiency Syndrome ("AIDS") or AIDS Related Complex ("ARC") if the condition first manifested itself prior to the *effective date* of coverage or if the condition arose out of Human Immunodeficiency Virus ("HIV") which had first been diagnosed or that manifested itself prior to the *effective date*.
- 27. Expenses incurred if other insurance policies, plans or contracts, including any private or provincial automobile insurance, cover the loss. If, however, the loss exceeds the limits of the other policies, plans or contracts if this insurance covers losses or periods not covered by those other policies, plans or contracts, then this Insurance shall apply in excess of all other valid insurance.

SECTION 7 - HOW TO MAKE A CLAIM

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

1 (833) 515-3317 (toll-free call from the USA or Canada)

or

1 (416) 479-8007 collect to Canada from anywhere else in the world.

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

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

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

Please note that if *you* or someone on *your* behalf does not call Zurich Travel Assist in a *medical emergency* and prior to *treatment, you* will have to pay 20% of the eligible medical expenses *we* would normally pay under this *policy*. If it is medically impossible for *you* to call when the *medical emergency* happens, *we* ask that someone call on *your* behalf. For all other insurance coverage, *you* must call Zurich Travel Assist within forty-eight (48) hours of the cause of *your* claim.

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

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

- (i) by personal delivery or by sending it by registered mail to *our* head office in Ontario, or
- (ii) by personal delivery to *our* authorized agent in the Province; or
- (iii) by delivery by electronic means to: <u>travelclaims@wtp.ca</u>.

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

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

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

Claims correspondence should be mailed to:

Zurich Canada Travel Insurance c/o Zurich Travel Assist 901 King Street West Toronto, ON M5V 3H5

You may call Zurich Travel Assist directly for specific information on how to make a claim or to enquire about *your* claim status at:

1 (833) 515-3317 or (416) 479-8007

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

If *you* are making an Emergency Medical Insurance claim, Zurich Travel Assist will need:

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

To whom will *we* pay *you*r benefits, if *you* have a claim?

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

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

Is there anything else you should know if *you* have a claim?

If *you* disagree with *our* claim decision, the matter may be submitted for judicial resolution under the applicable law(s) of the Canadian province or territory where *you* reside at the time of *application* for this *policy*.

Right to Complain

If there is any occasion when the *policy* (or related service) does not meet *your* expectations, please contact *us* so that *we* can address *your* concerns quickly. *Zurich* Canada has a complaint handling program that reflects its commitment to providing a simple, professional and timely complaint handling procedure. *You* may obtain a copy of *Zurich's* complaint handling program from *our* website: https://www.zurichcanada.com/en-ca/about-zurich/complaint.

Legal Action

Every action or proceeding against an insurer for the recovery of insurance money payable under the

contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws at Alberta and British Columbia), the *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002 (*for transactions or proceedings governed by the laws of Ontario), or other applicable legislation.

SECTION 8 – PREMIUMS, CANCELLATION AND REFUNDS

Premiums

Premiums will be based on:

- the plan you apply for;
- the premium rates in effect at the time of *your* application; and
- your period of coverage or policy period.

Cancellation and Refunds

Other than as stated below, there is no refund of premium available under this *policy*. All requests for cancellation or refunds must be made to *your* agent.

Ten (10) Day Right to Examine this Policy

You may cancel this *policy* within ten (10) days of the date of purchase identified on *your confirmation of coverage* for a full refund provided no travel has taken place and there is no claim in progress, by contacting *your* agent.

Full Refunds

Full refunds should be requested from *your* agent. Refunds are not available if a claim has been or will be submitted.

A full refund is available if:

- 1. The entire *policy* is cancelled prior to the *effective date*; or
- 2. The entire *policy* is cancelled after the *effective date*, but no travel has taken place and the request is received within 10 days of the application date; or
- 3. You have not arrived in Canada; or
- 4. Your student visa for entry to Canada is refused; or
- 5. You arrived in Canada, but entry into Canada is denied by Canadian authorities; or
- 6. *You* are no longer eligible for the coverage *you* purchased; listed in Section 4, or
- 7. You fail to meet the *student* visa eligibility requirement into Canada.

Partial Refunds

Requests for partial refunds must be received no later than 30 days after the *expiry date* of the *policy*. Partial refunds are available after the *policy* has gone into effect if:

- 1. You have returned permanently to your home country (\$25 administration fee will be deducted); or
- 2. You become eligible and covered under a provincial or territorial government health insurance plan (\$25 administration fee will be deducted); or
- 3. You are no longer enrolled in a school within Canada (\$25 administration fee will be deducted).

Partial refunds will be calculated based on a prorated premium for *your* period of coverage beginning on the *effective date* and ending on the date of permanent return to *your home country*, or from the date *you* become covered under a provincial or territorial *government health insurance plan*, or the date *you* are no longer enrolled in a *school* within Canada (whichever may apply). Partial refunds will not be issued if the amount is \$15 or less per *policy*.

Partial refund requests must be submitted to *your* agent within 45 days from the *effective date*. Refer to *your* agent for any cancellation or administration fees that may apply

SECTION 9 – GENERAL CONDITIONS

Statutory Conditions

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

Copy of Application

Upon request, a copy of the *application* shall be given to *you* or to a claimant under the contract.

Waiver

We reserve the right to decline any *application* or any request for extensions of coverage. No condition of this *policy* shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by *Zurich*.

Material Facts

No statement made by *you* at the time of *application* for this *policy* shall be used in defense of a claim under or to avoid this *policy* unless it is contained in the *application* or any other written statements or answers furnished as evidence of insurability.

Termination by Insurer

We may terminate this *policy* in whole or in part at any time by giving written notice of termination to *you* and by refunding, concurrently with the giving of notice, the amount of premium paid in excess of the proportional premium for the expired time. The notice of termination may be:

A. delivered personally to you, or

- B. It may be sent by registered mail to *your* latest address on record, or
- C. It may be sent by prepaid courier to *your* latest address on record if there is a record by the person who has delivered it that the notice has been sent (applicable only if *you* reside in Ontario)

Where notice of termination is delivered personally to *you or* delivered to *you* by prepaid courier, five (5) days' notice of termination will be given. When it is mailed to *you*, fifteen (15) days' notice will be given and the fifteen (15) days period begins on the day the registered letter or notification of it is delivered to *your* address.

Termination by Insured

You may terminate this *policy* at any time by mailing or delivering a written notice of termination to *us* at *our* office. See Section 8 – PREMIUMS, CANCELLATION AND REFUNDS.

Rights of Examination

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

Misrepresentation or fraud

If *you* fail to disclose or misrepresent any material fact, or commit fraud, either at the time of the *application* or the time of claim, this *policy* will be voidable by *us*, and any claim submitted will not be payable.

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

Non-Participating

You are not entitled to share in our profits or surplus.

Governing Law

The relationship between *you* and *us* will be subject to the laws of the Canadian province or territory where *you* reside on the *effective date*.

Conformity with Applicable Law

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

SECTION 10 – NOTICE ON PRIVACY AND CONFIDENTIALITY

We are committed to protecting the privacy of the information we receive about you in the course of providing the insurance you have chosen. While our employees need to have access to that information, we have taken measures to protect your privacy. We ensure that other professionals, with whom we work in giving you the services you need under your insurance, have done so as well. To find out more about how we protect your privacy, please read our Notice on Privacy and Confidentiality.

Notice on Privacy and Confidentiality

The specific and detailed information requested on *your application* is required to process the *application*. To protect the confidentiality of this information, *Zurich* will establish a financial services file from which this information will be used to process the *application*, offer and administer services, and process claims. Access to this file will be restricted to those *Zurich* employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person *you* authorize or as authorized by law. These people, organizations and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

Your file is secured in *our* offices or those of *our* administrator or agent. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, *Zurich* Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9.

SECTION 11 – DEFINITIONS

Where referenced in italics in this *policy*, the following terms have the meanings described below.

Accident or accidental means a sudden, unexpected, specific and abrupt event that occurs by chance at an identifiable time and place; excluding disease or infections

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

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

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

Age means *your* age on the date *you* apply for coverage.

Aggregate limit means the total number or the maximum value of insured losses resulting from any one *accident* or event causing loss.

Application means the series of questions that form *your application* for insurance and are submitted:

- on your behalf when you apply by telephone; or
- when you apply online.

The *application*, which is used to process *your* request for insurance and determine *your* eligibility for insurance, also includes the questions asked and answers given in connection with requests to top-up Emergency Medical Insurance or increase coverage. The *application* is part of *your* insurance contract.

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

Confirmation *of coverage* means the document *you* receive when *you* apply for new or additional coverage under this *policy*, which includes *your* policy number and confirms the coverage *you* have purchased.

Departure date means the date *you* leave *your* province or territory of residence to commence *your trip* or the date *you* leave *your home country*.

Dependent child(ren) means *you*r unmarried natural, adopted or step-children who are dependent on *you* for maintenance and support, or *your* grandchild(ren), who are travelling with *you* or joining *you* during *your trip*, and who are at least thirty (30) days of age and either (i) under twenty one (21) years of *age* or (ii) under twenty five (25) years of *age* and in full-time attendance at a recognized institution of higher learning in Canada. *Dependent child(ren)* also includes children 21 years of *age* or over who are permanently mentally or physically challenged and incapable of self-support.

Effective date means the date on which your coverage commences as set out in Section 5 - EFFECTIVE AND EXPIRY DATES OF INSURANCE

Eligibility requirements means those *eligibility requirements* set out in Section 4 – ELIGIBILITY.

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

Expiry date means the date *your* coverage ends as set out in Section 5 - EFFECTIVE AND EXPIRY DATES OF INSURANCE

Government health insurance plan means the health insurance coverage that a Canadian provincial or territorial government provides to its residents.

Home country means the country in which the *insured person* maintained a permanent residence prior to entry into Canada or, if different, the country which issued the *insured person*'s passport. If the *insured person* has more than one passport, the country of origin will be the country the *insured person* indicated as such when applying for this insurance.

Hospital means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty twenty four (24) hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

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

Injury means sudden bodily harm directly caused by external and *accidental* means and which is independent of all other causes, including *sickness* or disease.

Insured person means a student:

- who is eligible to be insured under this *policy*;
- who was named in the application;
- for whom the required premium has been paid; and
- who is indicated on the *confirmation of coverage*.

Medical condition means any *sickness, injury*, disease or symptom that is a result of a *medical emergency* and requires *medical treatment*.

Medical consultation means any medical services obtained from a licensed medical practitioner for a *sickness, injury* or *medical condition* during which a diagnosis of the condition need not have been definitively made. This does not include regular medical check-ups where no medical *signs* or *symptoms* existed between check-ups or were found during the check-up.

Medical emergency or emergency means an unforeseen *sickness* or *accidental injury* which requires immediate *medical treatment*. A *medical emergency* ends when the evidence reviewed by Zurich Travel Assist indicates that no further *medical treatment* is required and *you* are able to continue the *trip* or return to *your home country*. Once such an emergency ends, no further benefits are payable in respect of the condition which caused the emergency except as specified under the section Emergency Medical Insurance, heading Benefits, Non-emergency treatment.

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

Medical treatment or treatment means

hospitalization, medical, therapeutic, diagnostic or surgical services or procedures prescribed, performed or recommended by a *physician* or other licensed medical practitioner including, but not limited to, prescribed medication, investigative testing and surgery related to any *medical condition, injury* or symptom. *Medical treatment* does not include either: a) the unchanged use of prescribed drugs or medication for a *stable* condition, symptom or problem; or b) a checkup where the *physician* observes no change in a previously noted condition, *symptom* or problem.

Minor ailment means a *sickness* or *injury* which ended more than 30 days prior to the *effective date,* and which did not require:

- a) *treatment* for a period longer than 15 consecutive days; or
- b) more than one follow-up visit to a physician; or
- c) hospitalization, surgery, or referral to a specialist.

Physician means a person other than *you, your immediate family member* or *your travel companion*, who is licensed in the jurisdiction where the services are provided, to prescribe and administer *medical treatment*. A *physician* does not include a naturopath, herbalist or homeopath.

Policy means this document, the completed *application*, the *confirmation of coverage* and any endorsement to this document issued by *us* upon receipt of the required premium.

Policy period means the time between *your effective date* of insurance and *your expiry date*.

Pre-existing medical condition means a *medical condition* that existed prior to *your effective date.*

Reasonable and customary charges means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

Return date means the date on which *you* are scheduled to return from any *trip*.

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

Signs or symptoms means any evidence of disease experienced by *you* or recognized through observation

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

Spouse means the person who is legally married to *you* or the person who has been living with *you* for a continuous period of at least one (1) year and is publicly represented as *your* domestic partner.

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

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

Note: The following are considered stable:

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

Student means the insured person:

- a) whose *home country* is not Canada and who is residing in Canada on a temporary basis; and
- b) who:
 - is registered at a *school*, college, university or other governmentally accredited educational institution in Canada and attends classes as a full-time *student*, as defined by the institution; or
 - ii) remains in Canada for up to one year immediately after completion of studies as described above, and who is working or has applied to work in a field related to the studies completed.

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

Travel companion means someone who accompanies *you* on any one *trip* and shares pre-paid travel, accommodation or transportation arrangements with *you*, up to a maximum of two (2) person(s).

Trip means any travel conducted during the *policy* period.

Vehicle means any private or rental passenger automobile, motorcycle, mobile home, camper truck or trailer to *your* province or territory of residence which *you* use during *your trip* exclusively for the transportation of passengers other than for hire.

You or your means the person(s) named as *insured person(s)* on *your confirmation of coverage*, for whom insurance coverage was applied and the required premium received by *us*.

Zurich, we, us, our means Zurich Insurance Company Ltd (Canadian Branch).

In witness whereof, Zurich has caused this policy to be signed by its Head of Underwriting, Canada.

fen hoz

Head of Underwriting, Canada

This is the end of the insurance policy.

Travel Health Insurance Association

Zurich Insurance Company Ltd (Canadian Branch), Zurich Travel Assist, and Travel Insurance Office Inc. are members of the **Travel Health Insurance Association** and fully support its Bill of Rights and Responsibilities.



www.thiaonline.com

Travel Insurance Bill of Rights & Responsibilities

The Travel Insurance Bill of Rights and Responsibilities builds upon the following key elements of travel health insurance:

- Understand your travel insurance policy Insurance providers have staff available to answer any questions related to policies
- 2. Know your health and consult a health care provider if you have any questions
- 3. Know your trip How long will you be gone? Are you a snowbird? Will you be travelling many times during the year?

Under THIA's Travel Insurance Bill of Rights and Responsibilities travellers have the right to:

- 1. A No Obligation Purchase: Travel insurance providers will allow a minimum 10-day free review of the policy.
- 2. Be Informed: You will receive your policy documentation and confirmation of coverage outlining the policy terms and conditions whether purchased in person, over the phone or online.
- 3. Request Clarification: You may ask questions about the travel insurance you have purchased.
- Review & Modify Medical Screening: You will receive a copy of the answers you provided on the medical questionnaire prior to the start of your policy.
- 5. Receive Worldwide Assistance & Toll- free Support: You have 24/7 access to the help you need when you need it from your travel insurance provider.
- 6. Fair & Prompt Claims Handling: You will have a timely and transparent communication process.
- 7. Escalate & Appeal: You may challenge decisions and request additional reviews with new information.
- 8. Confidentiality: Your personal information will be protected in all dealings with your travel insurance provider.
- 9. Know Your Insurer: Your policy will clearly identify the underwriter of your travel insurance and the process to file and resolve complaints.
- 10. Your Preferred Language: You may transact and correspond about all components of your travel insurance in English or French.

