



TrueNorth International Student GHIP replacement plan Insurance Policy

Underwritten by: LS-Travel Insurance Company (the Company)
Claims Assistance by: Penfield Care Inc. on behalf of LS-Travel Assistance (“Assistance Center”)
Policy Managed by: AwayCare Inc.™

PLEASE READ THIS DOCUMENT CAREFULLY!

This Individual Travel Policy is issued in consideration of Your enrollment and payment of the premium due. This Policy of Insurance describes the insurance benefits underwritten by LS-Travel Insurance Company, herein referred to as the Company and also referred to as We, Us and Our.

This policy is a legal contract between You and the Company. It is important that You read Your policy carefully. Please refer to the accompanying confirmation of benefits, which provides You with specific information about the program policy You purchased. You should contact AwayCare immediately if You believe that your information is incorrect. In the event of a conflict between the terms of this policy and the confirmation of benefits, the terms of the confirmation of benefits will take precedence.

NOTICE OF RIGHT TO EXAMINE THE POLICY FOR THE MEDICAL EMERGENCY PROTECTION:

The Insured Person(s) have ten (10) days, from the day You receive the policy, to inspect it and verify the accuracy of Your information. This policy contains limitations and exclusions. Please read it carefully and contact Your school if needed. A refund will be provided if no travel has taken place.

In the event of an Emergency do not assume that someone will contact Assistance Center on Your behalf. It remains Your responsibility to ensure that Assistance Center has been contacted within 48 hours of Your admission to a Hospital. Failure to do so limits the payment of benefits to 80% of eligible expenses (see SECTION VI - LIMITATIONS AND RESTRICTIONS).

TABLE OF CONTENTS

SECTION I.	IMPORTANT NOTICES
SECTION II.	SUMMARY OF BENEFITS
SECTION III.	ELIGIBILITY
SECTION IV.	INSURANCE AGREEMENT
SECTION V.	BENEFITS
SECTION VI.	LIMITATIONS AND RESTRICTIONS
SECTION VII.	EXCLUSIONS
SECTION VIII.	INTERNATIONAL ASSISTANCE SERVICE
SECTION IX.	DEFINITIONS
SECTION X.	PAYMENT OF CLAIM
SECTION XI.	GENERAL PROVISIONS
SECTION XII.	HOW TO FILE A CLAIM

SECTION I. IMPORTANT NOTICES

1. Throughout this policy, words in capitalization have a specific meaning and are defined in Section IX - Definitions.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that You read and understand Your certificate of insurance, as Your coverage may be subject to certain limitations and exclusions.
3. All amounts are in Canadian currency, unless indicated otherwise.
4. 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.
5. Medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to Your trip. Refer to Your certificate of insurance to determine how these exclusions may affect Your coverage and how they relate to Your departure date, date of purchase or effective date.
6. This policy contains clauses which may limit the amounts payable.

SECTION II. SUMMARY OF BENEFITS

Maximum Benefit \$1 million	Accidental Death: \$50,000	Accidental dismemberment or total permanent loss of use: up to \$50,000
-----------------------------	----------------------------	---

PRIOR APPROVAL IS REQUIRED FROM ASSISTANCE CENTER FOR MANY OF THE FOLLOWING BENEFITS (REFER TO SECTION V FOR BENEFIT DETAILS):

Reimbursement	100%
Hospitalization	Included
Physician Charges	Included
Annual medical exam	One examination per 12 months when minimum 12 consecutive month policy purchased
Diagnostic services	Included
Maternity Student	\$25,000 CAD when pregnancy begins after policy effective date
Psychiatrist	Up to \$25,000 CAD lifetime maximum
Repatriation in case of death	Up to \$15,000 CAD
Emergency air transportation	Reasonable and Customary Costs
Family transportation	Up to \$3,000 CAD for cost of single round trip economy airfare and up to \$1,000 for reasonable costs incurred after arrival
Emergency dental care	Up to \$500 CAD for relief of acute pain
Treatment of Dental Accident	Up to \$5,000 CAD
Oncology	\$25,000 CAD
Return Home	\$10,000 CAD
Self-harm / Attempted suicide	\$10,000 CAD

SECTION III. ELIGIBILITY

To be eligible for coverage under this plan, You must:

1. be a Student at Université de Saint-Boniface or a spouse/dependent of a student at Université de Saint-Boniface when accompanying the student on the policy; and
2. be less than 65 years of age; and
3. not be Insured or eligible for benefits under a provincial or territorial government health insurance plan in Canada.
4. Be able to perform the basic activities of daily living
5. Are not awaiting organ donation
6. Have not received an organ transplant

7. Have ever had any cancer with metastasis (which includes positive lymph nodes), or undergone chemotherapy (of any form, except cream) in the last 6 months
8. Have not prescribed or used home oxygen in the last 24 months
9. have not been diagnosed with or treated for Congestive Heart Failure

SECTION IV. INSURANCE AGREEMENT

1. The Contract

This contract offers coverage to a maximum of \$1 million CAD. This certificate of insurance, Your enrollment to the school and the confirmation of insurance constitute Your contract of insurance. When more than one policy of this form is issued by the Insurer, and is in force with respect to You at the time of claim, only one such policy, the earliest by effective date will apply.

2. Premium Payable

The Insurer hereby agrees to provide insurance in accordance with the terms and conditions of this certificate of insurance, provided the required premium is paid.

If the premium is calculated incorrectly, we will:

- a. charge and collect any underpayment; or
- b. alter the certificate of insurance period to coincide with the premium paid.

3. Provided the required premium has been paid, Your coverage will become effective on the latest of the following:

- a. the date that the Student arrives in Canada provided the Student is enrolled at Université de Saint-Boniface ; Exception: For new Students who are arriving in Canada up to 15 days prior to the effective date, coverage commences on the date of arrival in Canada provided that the date of arrival is within 15 days of the effective date shown on the enrollment.
- b. the date that the Student has paid his/her tuition including the premium for this insurance; or
- c. the date that coincides with the first day of the course in which the Student is enrolled at Université de Saint-Boniface.

4. Your coverage will terminate immediately on the earliest of the following dates:

- a. the date that You are no longer eligible for coverage under this certificate of insurance as described under SECTION III - ELIGIBILITY; or
- b. the date the Insured ceases to be enrolled and attending Université de Saint-Boniface for a reason other than graduation, or thirty (30) days after the Insured graduates from Université de Saint-Boniface ; or
- c. the date the Insured reaches age 66; or
- d. the date the premium is due but not paid by Université de Saint-Boniface, except where this is the result of a clerical error; or

5. Automatic Extension of Coverage

In the event an Insured Person is Hospitalized beyond the policy period, as outlined in **Section IV – INSURANCE AGREEMENT #4**, insurance coverage under the policy will be automatically extended up to a maximum of 30 days without the requirement of payment of additional premium if the Insured Person is Hospitalized due to a covered Sickness or Injury on the date of coverage termination.

The coverage period will be automatically extended up to 72 hours if a late train, boat, bus, plane, or other vehicle in which the Insured is a passenger causes the Insured to miss their scheduled return to their Country of Origin, including by reason of inclement weather or if the vehicle in which the Insured is travelling is involved in a traffic Accident or mechanical breakdown.

Note: All claims incurred must be supported by documented proof of the event resulting in the Insured's automatic extension. This certificate of insurance does not cover costs associated with flight changes.

6. Optional Extension of Coverage

Additional daily coverage is available if You arrive in Canada prior to the effective date of this certificate of insurance, provided that:

- a. You are eligible for this insurance; and

- b. You contact Université de Saint-Boniface and complete the enrollment into the plan; and
- c. You pay the additional premium.

7. Premium Refunds

You may request a pro rata refund for the unused portion of the premium if no claims have been paid or are pending during the policy period and, if the remaining policy period is not less than 31 days.

Subject to the rules of Université de Saint-Boniface, requests for refunds or partial refunds must be made in writing together with documentation for the reason for cancellation of the certificate if:

- a. the required visa necessary for admission to Canada has been refused; or
- b. You permanently return to Your country of origin 30 days or more prior to the termination date of coverage; or
- c. You become eligible for a provincial or territorial government health insurance plan in Canada.

8. Coverage Offered

This insurance provides payment for the Reasonable and Customary Costs incurred by You in case of Sickness or Injury occurring while in Canada for the benefits set out in Section V

The Insurer will pay such eligible expenses up to the amount shown in the schedule of fees for non-Canadian residents set by the government health insurance plan, in the province where the school is located, and only in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable up to the sum Insured, insofar as such services are Medically Necessary. Individual benefit sub-limits apply and benefits are payable per Insured, per policy period of 12 consecutive months.

SECTION V. BENEFITS

In order to be covered, many benefits listed in this section require the prior approval of the Assistance Center.

1. Hospital Accommodation:

- a. Charges up to the semi-private room rate (or an intensive or coronary care unit where Medically Necessary).
- b. Reasonable and Customary Costs for treatment on an outpatient basis.

2. Psychologist and Psychiatric Care: The treatment of mental, nervous or emotional disorders, including trauma counselling, shall be covered as follows:

- a. In-Patient Hospitalization, up to a lifetime maximum of \$25,000 CAD; and

3. Physician Charges: Medical Treatment by a Physician, surgeon, anesthetist or registered graduate nurse.

4. Annual Medical Examination: When a minimum of a 12 consecutive month certificate of insurance has been purchased, covers the cost of one annual medical examination and medically required laboratory tests, to be approved by the Assistance Center.

5. Diagnostic Services: Diagnostics, laboratory tests and X-rays prescribed by the attending Physician for the purpose of diagnosis.

Note: This certificate of insurance does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans or biopsies unless such services are authorized in advance by the Assistance Center.

6. Maternity:

The insurer agrees to pay for Reasonable and Customary Costs up to a maximum of \$25,000 CAD incurred for the following, as a result of a pregnancy, Childbirth (including caesarean section), miscarriage or complications related thereto:

- a. Hospital accommodation at the daily public or standard ward rate;
- b. services or treatment by a Physician; and
- c. prenatal and postnatal care including routine newborn nursing care.

Note: No coverage is provided for newborns less than 15 days of age, except as specifically provided under c) above.

Eligibility Requirements for Maternity Coverage:

Student or a spouse/dependent insured under this program

Maternity benefits are provided when the pregnancy begins after the policy effective date. The purchase of dependent coverage is not required.

7. **Treatment of Dental Accident:** Dental treatment to a maximum of \$5,000 CAD to repair or replace sound natural teeth (capped or crowned teeth are considered natural teeth) injured as the result of an Accidental blow to the face. Treatment relating to any dental claim must begin within 48 hours from the onset of the Emergency and must be completed within the coverage period.
8. **Emergency Relief of Dental Pain:** Up to \$500 CAD for the immediate relief of dental pain not caused by an Accidental blow to the face. Dental conditions for which the Insured had previously received treatment or advice are not covered. Treatment relating to any dental claim must begin within 48 hours from the onset of the Emergency and must be completed within the period of coverage.
9. **Emergency Air Transportation:** When approved and arranged in advance by Assistance Centre the cost of one-way transportation by the most appropriate means will be paid, including the use of an air ambulance or stretcher accommodation and medical escort if deemed Medically Necessary by Assistance Centre, to the nearest appropriate medical facility in Canada or to Your Country of Origin if a covered Sickness or Injury necessitates Your immediate transportation or return, or if necessary continuing care is required and is not covered under this policy according to Exclusion 6 or 7 in SECTION VI. (Please refer to **SECTION VI – LIMITATIONS AND RESTRICTIONS 6 and 7**).
10. **Return Home:** Due to a covered illness or injury up to a maximum of \$10,000 CAD In the event You are unable to continue Your studies, the Insurer will reimburse the actual extra cost of a one-way economy airfare by the most direct route, to return You to Your Country of Origin. Prior approval from Assistance Centre is required. (Please refer to **SECTION VI – LIMITATIONS AND RESTRICTIONS 7**.)
11. **Family Transportation:** Up to \$3,000 CAD for the actual cost of a single round-trip economy airfare by the most direct route, and up to \$1,000 CAD for reasonable costs incurred after the arrival of Your Immediate Family Member or close friend if:
 - a. You are Hospitalized due to a covered Sickness or Injury and the attending Physician advises the necessary attendance by such person; or
 - b. local authorities legally require the attendance of such persons to identify Your remains in the event of death due to a covered Sickness or Injury.
12. **Preparation and Return of Remains:** In the event of death due to a covered Sickness or Injury, up to \$15,000 CAD towards the actual cost incurred for preparation of remains and return of the deceased Insured to his/her Country of Origin in a standard transportation container; or up to a maximum of \$4,000 CAD for cremation and/or burial at the place of death. The cost of funeral service or casket/urn is not covered.
13. **Accidental Death:** Maximum benefit \$50,000 CAD. The benefit for loss of life is payable to Your estate. This benefit is payable only in case of Your death within one year from an Accident which occurred during the coverage period (except while boarding, riding or alighting from an aircraft).
14. **Accidental Dismemberment or Total Permanent Loss of Use:** The total benefits payable under this benefit shall not exceed \$50,000 for loss of life, limb or sight resulting directly from Accidental Injury occurring during the policy period, except while boarding, riding or alighting from an aircraft. Loss of life, limb or sight must occur within one year from the Injury.
 - a. Benefits are payable according to the following schedule:
 - i. 100% of sum Insured resulting from the same Accidental Injury for loss of:
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or

- v. one hand and entire sight of one eye; or
- vi. one foot and entire sight of one eye.
- b. 50% of sum Insured resulting from the same Accidental Injury for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

Loss in reference to dismemberment means the actual severance at or above the wrist or ankle joint.

Loss of sight means the complete or irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedies through simple Medical Treatment or corrective lenses.

15. **Exposure and Disappearance:** If You are exposed to the elements or disappear as a result of an Accident, the loss will be covered if:
- a. as a result of such exposure, You suffer one of the losses specified in the schedule of losses in benefit 14 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 have suffered loss of life. In the case of such an occurrence, benefit 14 will be applicable.
16. **Self-inflicted harm or attempted suicide**
- a. All benefits will be limited to \$10,000 CAD in the event of self-harm or attempted suicide
17. **Oncology**
- a. Oncology benefits will be covered up to a maximum of \$25,000 CAD

SECTION VI. LIMITATIONS AND RESTRICTIONS

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment** — The Assistance Center must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the Insured undergoing such surgery, procedure, testing or treatment. It remains Your responsibility to inform Your attending Physician to call the Assistance Center for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
2. **Failure to Notify Assistance Center:** Failure to notify Assistance Center, without reasonable cause, within 48 hours in case of Hospitalization limits benefits to 80% of all eligible expenses incurred. Do not assume that someone will contact Assistance Center on Your behalf. It remains Your responsibility to ensure that Assistance Center has been contacted. If it is not reasonably possible for You to contact Assistance Center due to the nature of Your medical Emergency, You must have someone else call on Your behalf. You will be responsible for payment of any remaining charges.
3. **Benefits Limited to Reasonable and Customary Costs** — If You pay eligible expenses directly to a health service provider, these services will be reimbursed to You on the basis of the Reasonable and Customary Costs that would have been paid directly to the provider by the Insurer. Medical charges 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 Costs reimbursed by the Insurer.
4. **Benefits Limited to Incurred Expenses** — If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this certificate of insurance or another policy issued by the Insurer, the maximum You are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to You from all sources cannot exceed the actual expense You incur.
5. **Availability and Quality of Care** — The Insurer or the Assistance Center shall not be held responsible for the availability or quality of any Medical Treatment (including the results thereof) or transportation, or Your failure to obtain Medical Treatment while this coverage is in effect.
6. **Transfer or Medical Repatriation** — During an Emergency (whether prior to admission, during a covered Hospitalization or after Your release from the Hospital), the Insurer reserves the right to:
 - a. transfer You to one of its preferred health care providers; and/or

b. return You to Your Country of Origin;

for the Medical Treatment of Your Sickness or Injury without danger to Your life or health. If You choose to decline the transfer or return when declared medically stable by the Insurer or the Assistance Center, any continuing costs incurred after Your refusal will not be covered and the payment of such costs becomes Your sole responsibility. Coverage ceases upon Your refusal and no coverage will be provided to You for the remainder of the period of coverage.

The Assistance Center will make every provision for Your medical condition when choosing and arranging the mode of Your transfer or return and, in the case of a transfer, when choosing the Hospital.

7. **Repatriation in the event You are unable to continue Your studies** — The Insurer and the Assistance Center reserve the right to return You to Your Country of Origin if You are unable to continue Your studies due to a covered Injury or Sickness. If You refuse the decision of the Insurer or the Assistance Center to repatriate You back to Your Country of Origin when declared medically fit to travel or on medical evidence, any continuing costs incurred after Your refusal will not be covered and the payment of such costs becomes Your sole responsibility. Coverage ceases upon Your refusal and no coverage will be provided to You for the remainder of the period of coverage.

SECTION VII. EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Any Sickness, Injury or medical condition that: exhibited symptoms, for which a diagnosis need not have been made or required; or had any or all of: Medical Treatment, prescription medication, or Hospitalization; in the 60 days prior to the effective date.
2. Chemotherapy and radiotherapy treatment unless approved in advance by Assistance Center.
3. Eye glasses, contact lenses, hearing aids and/or prescriptions for any of these items,
4. Naturopathic, holistic or acupuncture treatment; Elective Treatment or surgery or any Medical Treatment related to a prior elective procedure; cosmetic or plastic surgery, whether or not for psychological reasons, unless required as the result of Injury incurred while this certificate of insurance is in force.
5. Dental treatment, oral surgery or any related procedures, except as otherwise specified under the “Treatment of Dental Accident” benefit, the “Emergency Relief of Dental Pain Benefit” (see **SECTION V – Benefits 7, 8**)
6. Pregnancy, Childbirth, miscarriage, voluntary termination of pregnancy and any complications thereof, except as specified under the Maternity benefit (see **SECTION V – Benefit 6**).
7. Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
8. Committing or attempting to commit an illegal act or a criminal act.
9. Any loss, Injury or death related to intoxication, the misuse, abuse, overdose, or chemical dependence on medication, drugs, alcohol or other intoxicant. Any injury resulting due to or relating to the consumption of Alcohol with a blood level or, or higher than, 80 milligrams in 100 milliliters of blood.
10. Travelling against the advice of a Physician or any loss resulting from a Sickness or medical condition that was diagnosed by a Physician as terminal prior to the effective date of this certificate of insurance. Terminal means a Sickness or medical condition for which a Physician gave a prognosis of death within 6 months, or for which palliative care was received, prior to the effective date.
11. Any treatment, investigation or Hospitalization while in your home country
12. Any Emergency and non-Emergency medical services for any Injury that occurred or Sickness that started or was treated during any Trip break or temporary returns
13. Any treatment, investigation or Hospitalization which is a continuation of, or subsequent to, an In-Patient Hospitalization, unless approved in advance by the Assistance Center.
14. Any treatment, investigation or Hospitalization which exceeds 30 days following the initial day that necessary outpatient treatment began, unless approved in advance by the Assistance Center.
15. **Activities:** Any accident or Medical Condition sustained while participating in: - professional or competitive

sports, rodeo, any race or speed contest, gliding, hang-gliding, rock climbing, mountain-climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment including but not limited to crampons, pick-axes, anchors, bolts, carabiners and lead or top-rope anchoring equipment, mountaineering, spelunking, rafting, acrobatic skiing or snowboarding (including kitesurf), bungee jumping, parachuting or other aerial activities or underwater activities using a breathing apparatus (except snorkeling);

Any activities requiring that the insured person signs an accident waiver and release of liability form or any behaviour involving risk, including but not limited to not following security requirements, not obeying warning signs or being in restricted zones.

16. Sickness or Injury resulting from a motor vehicle Accident where You are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.
17. Treatment or services that contravene, or are prohibited by, legislation under a provincial or territorial Hospital/medical plan.
18. Rehabilitation and convalescent homes or holidays for recuperative purposes.
19. Treatment or surgery during Your stay when Your visit is undertaken for the purpose of securing or with the intent of receiving medical or Hospital services, whether or not such visit is taken on the advice of a Physician or surgeon.
20. Self-exposure to exceptional risk, hazardous pursuits or occupations or flight Accident (unless You are travelling as a fare-paying passenger on a commercial airline).
21. **Treatment received without approval from the Assistance Centre:** Any benefit that must be authorized or arranged in advance by the Assistance Centre when it has given no authorization or made no arrangement for that benefit.
22. **Experimental or optional treatment:** Any Treatment that is not for an Emergency, including any elective or cosmetic surgery or Treatment.
23. **Continuous Treatment:** Continued Treatment of a Medical condition when You have already received Emergency Treatment for that condition during Your Trip, if Our medical advisors determine that the medical Emergency has ended.
24. **Any treatment which can be reasonably delayed** until you return to your country of origin (whether or not you intend to return) by the next available means of transportation, unless approved in advance by the Assistance Centre
25. **Fraud** or attempted fraud, concealment or misrepresentation of any material fact affecting this insurance or in connection with the making of any claim

SECTION VIII. INTERNATIONAL ASSISTANCE SERVICE

Penfield Care Inc. is the Assistance Center and claims company.

The Assistance Center answers questions 24 hours a day, 7 days a week.

1. **Emergency Call Centre** – No matter where You are, professional assistance personnel are ready to take Your call. Call toll free 1-833-268-0551 or call collect 1-514-657-8654.
2. **Benefit Information** – Explanation of Your certificate of insurance is available to You and to the medical providers who are treating You.
3. **Case Management** – The Assistance Center’s experienced and professional team, available 24 hours a day, will monitor the services given in the event of an Emergency.
4. **Interpretation Service** – The Assistance Center can connect You to a foreign language interpreter when required for Emergency services.
5. **Direct Billing** – Whenever possible, The Assistance Center will instruct the Hospital or clinic to bill them directly.
6. **Claims Information** – The Assistance Center will answer any questions You have about the eligibility of Your claim, the standard verification procedures, and the way that the policy benefits are administered.

SECTION IX. DEFINITIONS

Certain capitalization terms used in this certificate of insurance are defined in this section.

“Accident(al)” means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily Injury.

“Assistance Center” means the authorized travel assistance and claims company PenField Care, Inc.

“Child(ren)” means an unmarried Child of the Student or his/her Spouse, who is dependent on the Student for support, provided that such Child is between 15 days and 21 years of age on the date of enrollment.

“Country of Origin” means the country for which an Insured holds a passport. Where an Insured holds more than one passport, the Country of Origin will be taken to mean the country that the Insured has declared on the enrollment.

“Elective Treatment” means any treatment that is not Medically Necessary.

“Emergency” an unexpected and sudden event or occurrence resulting from an Accident or Sickness that requires immediate medical Treatment. An Emergency no longer exists when the evidence based on the opinion of The Assistance Center indicates that no further Treatment is required in Canada or You are able to return to Your Country of origin for further Treatment.

“Hospital” means an institution which is designated as a Hospital by law; which is continuously staffed by one or more Physicians at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of Sickness and Injury in the acute phase, or active treatment of chronic Sickness; which has facilities for diagnosis, major surgery and In-Patient care. The term Hospital does not include convalescent, nursing, rest or skilled nursing facilities whether separate from or part of neither a regular general Hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

“Immediate Family Member” means Your mother, father, sibling, Child, Spouse, legal guardian, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

“Injury” means an unexpected and unforeseen harm to the body caused by an Accident that requires Medical Treatment and that occurs while this coverage is in effect.

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

“Insured Person” means the person who is named as the Insured Person on the confirmation of insurance for which the appropriate premium has been paid.

“Medical Treatment” means any medical services obtained from a licensed medical practitioner which are Medically Necessary and which are medical, therapeutic or diagnostic in nature. Medical Treatment includes Hospitalization, medical services for an Injury, Sickness or medical condition, including but not limited to any or all of: history taking, medical examination, basic investigative testing, surgery, advice or treatment and prescription medication (including prescribed as needed). This does not include regular medical checkups where no medical signs or symptoms existed or were found during the check-up.

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

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting Your condition or quality of medical care; and
- d. cannot be delayed until You return to Your Country of residence.

“Physician” means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A Physician must be a person other than Yourself or an Immediate Family Member.

“Preferred Provider” means a supplier of health care services who has been identified as being a participant in The Assistance Center’s network.



“Reasonable and Customary Costs” means costs that are incurred for approved, eligible medical services or supplies that do not exceed the average reimbursement the provider receives for all services rendered to its patients.

“Sickness” means a disease or disorder of the body which results in loss while this coverage is in effect. The Sickness must be sufficiently serious to prompt a reasonably prudent person to consult a Physician for the purpose of Medical Treatment.

“Spouse” means the person, who is less than 65 years of age, to whom the Student is legally married or with whom the Student has been residing in a conjugal relationship for a period of 1 year.

“Student” means a person:

- a. whose Country of Origin is not Canada and who is residing in Canada on a temporary basis; and
- b. who is enrolled and attending Université de Saint-Boniface on a full-time basis.

“Treatment” means Hospitalization, prescribed medication (including prescribed as needed), medical, therapeutic, diagnostic, or surgical procedure prescribed, performed or recommended by a licensed medical practitioner.

“Trip” means your departure from Your country of residence and your return to home residence or expiration of insurance whichever comes first.

“You, Your, Yourself and Insured” means the Insured Person as indicated on the confirmation of insurance.

SECTION X. PAYMENT OF CLAIMS

To facilitate prompt claims settlement:

For all claims, please contact the Assistance Company or Assistance Center.

Medical Expenses: Obtain receipts from the providers of service, etc., stating the amount paid and listing the diagnosis and treatment.

Claim Procedures: Notice of Claim: Notice of claim must be reported within 30 days after a loss occurs or as soon as is reasonably possible. You or someone on Your behalf may give the notice. The notice should be given to Us or Our designated representative and should include sufficient information to identify You.

Claim Procedures: Claim Forms: When notice of claim is received by Us or Our designated representative, forms for filing proof of loss will be furnished. If these forms are not sent within 15 days, the proof of loss requirements can be met by You sending Us a written statement of what happened. This statement must be received within the time given for filing proof of loss.

Claim Procedures: Proof of Loss: Proof of loss must be provided within 90 days after the date of the loss or as soon as is reasonably possible. Proof must, however, be furnished no later than 12 months from the time it is otherwise required, except in the absence of legal capacity.

Payment of Claims: When Paid: We, or Our designated representative, will pay the claim in Canadian dollars up to the maximum amount of Benefit shown in the Schedule of Benefits after receipt of acceptable proof of loss.

All other benefits will be paid directly to You. Any accrued benefits unpaid at Your death will be paid to Your estate. All or a portion of all benefits provided by the policy may, at Our option, be paid directly to the provider of the service(s) to You. All benefits not paid to the provider will be paid to You.

Coordination and subrogation of benefits with other insurance plans: This policy is designed to reimburse Emergency medical expenses in excess of any and all other available sources of repayment, and will not substitute for any other sources of repayment or insurance that would have been in effect and would have reimbursed expenses incurred if this travel insurance was not in effect. Examples of such insurance plans are multi-risk insurance, general liability insurance, automobile insurance (including government automobile insurance plans), any employee or retiree group insurance plan, or protection from a credit card. The Insurer will not exercise its right to subrogate/coordinate with policies that have a maximum lifetime benefit in/out-of- country of CAN \$100,000 or less. If the maximum is over \$100,000 the Company holds the right to exercise the subrogation preserving \$50,000 in the benefit of the Insured. In the event of payment of benefits under this policy, the Insured Person gives the Insurer the right to exercise, by subrogation, all of his/her rights of recovery against any third party. The Insurer will be entitled to a full recovery for all payments made in respect of the insured Event. In accepting this policy, the Insured Person agrees to produce all documents required and to do what is necessary within his/ her power to secure such rights to the Insurer. Lack of compliance and cooperation from the Insured Person may result in denial of claim. There will be no benefit or payment under this policy if the Insured Person receives compensation from a third party for



claims made under this policy. The Insured Person may not claim or receive, from all the parties involved, more than 100% of the loss arising from an insured Event.

SECTION XI. GENERAL PROVISIONS

Entire Contract: Changes: This policy, Confirmation of benefits and any attachments are the entire contract of insurance. No agent may change it in any way. Only an officer of the Company can approve a change. Any such change must be shown in this policy or its attachments. This policy is issued on the basis of the information provided in Your Travel Insurance Confirmation (and any Rider if applicable), When completing the application and answering the medical questions, Your answers must be complete and accurate. In the event of a claim, the Insurer will review Your medical history. If any of Your answers are found to be incomplete or inaccurate, Your coverage will be void which means Your claim will not be paid.

The Insured Person authorizes the Insurer to obtain his/her medical records and any other information the Insurer may deem necessary from any entity including Physicians, dentists and health organizations, and commits to signing an authorization allowing the Insurer to obtain that information in the event of a claim. Without this authorization, the Insurer reserves the right to deny a claim. The benefits of this policy cannot be assigned to a third party without the Insurer's written authorization.

Should it be determined that the Insured Person was not eligible for coverage, the Insurer retains the right of recovery for all and any amount paid for in good faith to the benefit of the Insured Person. Administrative expenses incurred by the Insurer to recover such sums are also payable by the Insured Person.

IMPORTANT – failure to call claims assistance or the Assistance Center prior to seeking medical attention may limit your coverage to 80%. In the case of an emergency, it is Reasonable to expect that contact to the Assistance Center will be done at the earliest, safe time by the insured or any individual on behalf of the insured.

You must accept the referral provided by the Assistance. If You refuse the medical provider or Hospital referral, Your claim could be denied

In the event of a dispute over the reimbursement of a claim, the Insured Person must request in writing that the revision committee reassess the claim before taking any legal action. The request must be sent in writing 30 days of the receipt of the written position from the Insurer. The committee will take into consideration all pertinent information provided by the Insured Person and a decision, based on the insurance policy provisions and conditions, will be rendered in writing within thirty (30) days of the receipt of the revision request. Send requests for claim revision to: CLAIMS REVIEW COMMITTEE LS-Travel, Insurance Company 247, Thibeau Blvd, Trois-Rivières, Quebec G8T 6X9

Physician Examination and Autopsy: The Company, at the expense of the Company, may have You examined when and as often as is reasonable while the claim is pending. The Company may have an autopsy done (at the expense of the Company) where it is not forbidden by law.

Legal Actions: All policy terms will be interpreted under the laws of the province in which the policy was issued. No legal action may be brought to recover on the policy within 60 days after written proof of loss has been furnished. No legal action for a claim may be brought against Us after 3 years from the time written Proof of Loss is required to be furnished.

Concealment and Misrepresentation: The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this policy or claim has been concealed or misrepresented.

Reductions in the Amount of Insurance: The applicable benefit amount will be reduced by the amount of benefits, if any, previously paid for any loss or damage under this policy for Your Trip.

Payment of Premium: Coverage is conditional on the payment of Your premium and does not take effect until Your initial premium is paid. The premium must be paid before Your effective date. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid, or if no proof of Your payment exists.

Termination of This Policy: Termination of this policy will not affect a claim for loss which occurs while the policy is in force.

NOTICE REQUIRED BY THE ALBERTA INSURANCE ACT. 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.

Controlling Law: Any part of this policy that conflicts with provincial or territorial law where this policy is issued is changed to meet the requirements of that province's or territory's law.



Despite any other provision in this policy, this policy is subject to the statutory conditions in the Insurance Act with respect to contracts of Accident and Sickness insurance.

Privacy Notice and Authorization: The Company places an increased emphasis on protecting the personal information it collects in the course of its activities. LS-Travel uses and discloses personal information collected only for the purposes for which it was collected, except when the individual consents, or as required or permitted by law.

By requesting an insurance product or service, you authorize LS-Travel, its agents, service providers and other partners (hereinafter "Business Partners") to collect, by any electronic means, email, fax or mail, to use and disclose your personal information primarily for the following purposes: identification and identity verification, reviewing eligibility for insurance products, considering a claim and the administrative processing of products and services.

You further authorize LS-Travel to exchange the personal information collected about you with its Business Partners, whether located in or outside Quebec, where the exchange of such information is necessary to carry out their mandate.

This authorization applies to your personal information held by any natural or legal person, including but not limited to any physician or other healthcare professional, any public or private health institution, any rehabilitation company, any pharmacist, any health insurance plan, any insurer, any employer or any person or institution in possession of medical or financial information about you. This authorization also applies to any other personal information contained on social media or on any Internet platform accessible to the public.

You declare that you are aware of the rights granted by the Act respecting the protection of personal information in the private sector, including but not limited to the right to access your information, the right to have that information corrected, if need be, and the right to withdraw, at any time, this authorization to share and use your personal information.

SECTION XII. HOW TO FILE A CLAIM

Required documentation must be received no later than 90 days after Your Accident / Emergency:

- a) All original itemized bills.
- b) A properly completed and signed claim form provided by the Insurer.

Cash register coupons (stubs) will not be accepted for reimbursement.

Any fees for the completion of medical certificates or claims forms are not covered by the Insurer.

Failure to complete the required claim & authorization form in full might invalidate Your claim.

All claim forms are available online at <https://awaycare.ca/en/claim-forms/> or by calling 1-833-268-0551

In order to obtain medical services, you must
call the **EMERGENCY ASSISTANCE** for authorization:

Toll Free 1-833-268-0551
From anywhere in the world/Collect 1-514-657-8654

PenField Care, Inc.
310-260 Hearst Way
Ottawa, Ontario, Canada K2L 3H1