

# INTERNATIONAL STUDENT EMERGENCY TRANSPORTATION AND REPATRIATION PLAN



## Emergency Assistance

**You must contact Intrepid 24/7™ before incurring expenses for any benefits under this policy. Call 1-866-883-9787 or 416-640-7865**

In the event of *sickness, injury, death or critical illness* for which a claim for one of the benefits under this policy is likely to be made, you must contact Intrepid 24/7™ before incurring any expenses. Wherever possible, Intrepid 24/7™ will arrange direct payment to service providers, so you don't need to worry about the bills.

### IMPORTANT NOTICE – PLEASE READ CAREFULLY

All benefits under this policy must be pre-approved and arranged by Intrepid 24/7™. If you do not contact Intrepid 24/7™ before incurring expenses it could result in the denial of your claim.

This insurance covers transportation and repatriation expenses arising from *accident, sickness, injury, death, and critical illness*. Coverage is subject to certain limitations and exclusions, which are explained in this policy. It is important that you read and understand your policy.

In the event of an *accident, sickness, injury, death, or critical illness, your prior medical history may be reviewed after a claim has been reported.*

All benefit limits are expressed in Canadian currency.

This policy is underwritten by Markel Syndicate Management Limited. MSH International (Canada) Ltd. performs enrolment and provides customer service. Emergency Assistance is provided by Intrepid 24/7™.

Markel Syndicate Management Limited will pay the benefits stated in this policy, subject to all of its terms, conditions, limitations, exclusions and other provisions for *reasonable and customary* expenses up to the benefit maximum for that particular benefit, or to the overall policy maximum. All maximums are per *insured person* per consecutive 12 month period unless otherwise stated.

This policy is in force only if MSH International (Canada) Ltd. confirms your coverage after receiving your enrolment application and the full premium. If you have not received confirmation of coverage, contact Intrepid 24/7™ immediately by phone at **1-866-883-9787 (toll-free)** or **1-416-640-7865 (worldwide)** or email [intrepid247@intrepid247.com](mailto:intrepid247@intrepid247.com).

Please read your policy carefully before you travel.

For information about making a claim, or the status of a claim you have already sent us, contact Intrepid 24/7™ Claims at **1-866-883-9485 (toll-free)** or **1-416-640-7862 (worldwide)** or by email at [claims@intrepid247.com](mailto:claims@intrepid247.com).

## POLICY FOR INTERNATIONAL STUDENT EMERGENCY TRANSPORTATION AND REPATRIATION

### SECTION I – ELIGIBILITY AND COVERAGE PERIOD

To be eligible for coverage, a person must be:

An *International student* with proof of enrolment at a *participating educational institution*, under the age of 65.

Coverage commences on the latest of:

- the date the *plan administrator* confirms that a person is insured under the policy;
- the date that you leave your home country to come to Canada provided it is no more than 7 days prior to your arrival in Canada;
- the effective date shown on your confirmation of coverage letter.

This policy terminates on the earliest of:

- the expiry date indicated on your confirmation of coverage letter,
- the date the required premium is due and unpaid and appropriate statutory notice has been given to you,
- the date that you attain age 65,
- the date we obtain reasonable evidence of fraudulent activity regarding this policy,
- the date that you permanently return to your home country,

- 60 days after the date the *International student* is no longer enrolled at and not attending a *participating educational institution*, or
- 60 days after the date that you no longer meet the eligibility requirements under SECTION I – ELIGIBILITY AND COVERAGE PERIOD.

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

Visits to your home country are permitted, however, coverage will be suspended and expenses will not be covered, nor premiums refunded while in your home country.

#### Extended Coverage After Termination

If an you are hospitalized on the last day of this policy's *coverage period* for an eligible *sickness, injury, or critical illness*, coverage will be automatically extended for up to 30 days without additional premiums. Coverage for the same *sickness, injury, or critical illness* for which you were initially hospitalized, will be extended for an additional 72 hours after you are discharged from the hospital to facilitate your return to your home country.

Coverage is automatically extended for up to 72 hours in the event you missed your scheduled return to your home country due to a delay caused by the *common carrier* in which you are a passenger.

### SECTION II - DEFINITIONS

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

**Accident** means a sudden, unforeseen, unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

**Cancer** means the definite *diagnosis* of a tumour, which is characterized by the uncontrolled growth and spread of malignant cells with invasion of tissue. Life threatening *cancer* includes leukemia, Hodgkin's disease, lymphoma and invasive malignant melanoma as well as *cancers* for which chemotherapy or radiation treatments have been recommended.

The following conditions are excluded under this definition:

- early prostate *cancer*, diagnosed as T1A N0 M0 and T1B N0 M0, without lymph node or distant metastasis, or equivalent staging;
- lesions described as benign, pre-malignant, uncertain, borderline, non-invasive, carcinoma in-situ (Tis);
- pre-malignant lesions, benign tumours or polyps;
- malignant melanoma skin *cancer* other than invasive malignant melanoma greater than 0.75 mm, unless it is ulcerated or is accompanied by lymph node or distant metastasis;
- any non-melanoma skin *cancer*, without lymph node or distant metastasis;
- any tumour in the presence of any Human Immunodeficiency Virus (HIV);
- stage A colon *cancer*;
- basal cell carcinoma and squamous cell carcinoma of the skin that have not metastasized;
- papillary thyroid *cancer* or follicular thyroid *cancer*, or both, that is less than or equal to 2 cm in greatest diameter and classified as T1, without lymph node or distant metastasis;
- chronic lymphocytic leukemia classified less than Rai stage 1; or
- stage 1 Hodgkin's disease (unless requiring chemotherapy and/or radiation treatments).

**Basal cell carcinoma** means a skin *cancer* that arises in the basal cells, which are at the bottom of the epidermis (outer layer of the skin).

**Carcinoma in situ** means the *cancer* is superficial and has not penetrated into the organ involved.

**Malignant melanoma** to a depth greater than 0.75 mm means a cancerous mole which is more than 0.75 mm when measured under a microscope.

**Metastasized** means the spread of the *cancer* from one part of the body to another.

**Squamous cell carcinoma** means a skin *cancer* that arises from the upper part of the epidermis (outer layer of the skin).

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

**Coverage Period** means the period of time that you are insured under the policy, starting from 12:01 a.m. on the effective date of coverage and ending at 11:59 p.m. on the expiry date of coverage.

**Critical Illness** means any of the following when newly diagnosed during the *coverage period*: *cancer, stroke, heart attack, multiple sclerosis, loss of sight, severe burns, psychological, mental or emotional disorders requiring hospitalization and long term treatment, permanent cognitive impairment, paralysis, or kidney failure.*

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

**Dependent Child** means unmarried persons residing with you and dependent on you for support if you are their parent or legal guardian, and who are:

- at least 15 days old and under 21 years of age; or
- under 26 years of age and a full-time student; or
- of any age over 15 days old and have a mental or physical impairment.

**Diagnosis** means your written *diagnosis* by a *physician* practicing medicine in Canada, and specializing in the particular area of medicine for the condition. The date of *diagnosis* shall be the date the diagnosis is established by the *physician* and supported by but not limited to: medical records, x-ray, MMP1-2, or haematological or ultrasonic test when applicable.

Should a *diagnosis* occur outside of Canada, a medical assessment and confirmation of the *diagnosis* must be made upon your return to Canada.

**Emergency** means an unexpected and unforeseen *sickness or injury* occurring during the *coverage period* requiring immediate *medical treatment* for the relief of acute pain or suffering which cannot be delayed until you return to your home country. Intrepid 24/7™ will declare end of *emergency* after its medical team has determined that you are fit to travel or return to your home country.

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

**Heart Attack** (Myocardial Infarction) means the definite *diagnosis* of the death of a portion of the heart muscles, resulting from the blockage of one or more coronary arteries due to atherosclerotic heart disease. The *diagnosis* must be based on all of the following criteria occurring at the same time:

- a) new episode of typical chest pain or equivalent symptoms, b) new electro-cardiographic (ECG) changes indicative of an acute myocardial infarction and c) biochemical evidence of myocardial necrosis (heart muscle death) including elevated cardiac enzymes and/or troponin.

Exclusions: No benefit is payable for:

- Elevated biochemical cardiac markers resulting from an intra-arterial cardiac procedure including, but not limited to, coronary angiography and coronary angioplasty, in the absence of new Q waves;
- lesser acute coronary syndromes including unstable angina and acute coronary insufficiency; or
- an incidental finding of ECG changes suggesting a prior myocardial infarction that do not meet the definition of a heart attack as described above.

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

**Hospital** means an establishment which:

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

**Hospitalized or Hospitalization** means you occupy a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

**Immediate Family Member** means *your spouse*, parent (includes stepparent), brother or sister (includes stepbrother or stepsister), child (including legally adopted child or stepchild), brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law.

**Injury** means bodily damage or harm, sustained by *you*, directly resulting from an *accident* that occurs while *your coverage* under this policy is in force and requires *emergency medical treatment*.

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

**Insurer** means Markel Syndicate Management Limited which provides this insurance.

**International Student** means a student enrolled in and attending classes in an educational program at a *participating educational institution*.

**Kidney Failure** means a definite *diagnosis* of chronic irreversible failure of both kidneys to function, as a result of which either regular haemodialysis, peritoneal dialysis or renal transplantation is initiated.

**Loss of Sight** means the *diagnosis* of total and irreversible loss of sight in both eyes, as confirmed by an ophthalmologist:

- the corrected visual acuity must be 20/200 or less in both eyes; or
- the field of vision must be less than 20 degrees in both eyes.

**Medical Treatment** means any reasonable medical, therapeutic or diagnostic procedure that is *medically necessary* and prescribed by a *physician* including prescribed medication, reasonable investigative testing, *hospitalization*, surgery or other prescribed or recommended treatment directly related to the *sickness, injury* or symptom.

**Medically Necessary** means the services or supplies provided by a *hospital* or *physician*, licensed *dentist* or other licensed provider that are required to identify or treat *your sickness* or *injury* and that are defined as follows:

- consistent with the symptom or *diagnosis* and treatment of *your sickness* or *injury*;
- appropriate with regard to standards of good medical practice;
- not solely for the convenience of *you*, a *physician* or *surgeon* or other licensed provider; and
- when applied to the care of an in-patient, it further means that *your* medical symptoms or conditions require that the services cannot be safely provided as a *hospital* outpatient.

**Multiple Sclerosis** means a definite *diagnosis* by a neurologist of at least one of the following:

- 2 or more separate clinical attacks, confirmed by modern imaging technology (MIT) of the nervous system, showing multiple lesion of demyelination;
- well-defined neurological abnormalities persisting for a continuous period of at least 180 days, confirmed by (MIT) of the nervous system, showing multiple lesion of demyelination; or
- a single attack confirmed by repeated (MIT) of the nervous system, showing multiple lesions of demyelination that have developed at intervals of at least one month apart.

**Paralysis** means the definite *diagnosis* of the complete and permanent loss of muscle function of 2 or more limbs, as a result of *injury* or disease to the nerve supply of those limbs for a continuous period of 180 days following the precipitating event, during which time there has been no sign of improvement. All psychiatric related causes are specifically excluded.

**Participating Educational Institution** means a school, college, university, or other recognized Canadian institution of learning which has been fully accredited (if required) in accordance with applicable law and regulations and has agreed to participate in the International Student Emergency Transportation and Repatriation Plan.

## SECTION III - BENEFITS

The *insurer* will reimburse to the claimant the *reasonable and customary* costs incurred during the *coverage period* for eligible expenses, up to the benefit maximums listed below and to the policy maximum listed on the confirmation of coverage per *insured person* subject to all limitations, exclusions and other provisions of the policy.

### 1. Air Transportation

**This benefit must be pre-approved and arranged by Intrepid 24/7™**

The actual expenses incurred up to the policy maximum per *coverage period* for the cost of one-way economy airfare on a commercial flight via the most direct route including the cost for additional seats to accommodate a stretcher if required, to return *you* to *your home country* following:

- a. *Your sickness* or *injury* if transportation to *your home country* is deemed *medically necessary* by your attending *physician*; or
- b. *Your diagnosis* with a *terminal illness* or *critical illness*.

### 2. Repatriation

**This benefit must be pre-approved and arranged by Intrepid 24/7™**

In the event of *your* death, up to the policy maximum for the actual expenses incurred for:

- a. the preparation of remains and transportation (including a standard shipping container) to *your* city of residence in *your home country*; or
- b. cremation or burial at the place of death.

The cost of the casket, urn and funeral is not covered.

## SECTION IV - EXCLUSIONS

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

1. Any *sickness, injury* or medical condition that was not *stable* in the 90 days prior to the effective date. In the event of *your* death, this exclusion will not apply to coverage under Section III, item 2 Repatriation and item 4 Identification;
2. *Injury* received while *you* are participating in any manoeuvres or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority;
3. routine pre-natal care; *your* pregnancy or childbirth or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; *your* child born during *your trip*;
4. elective, dental, plastic, or cosmetic surgery;
5. any *sickness* or *injury* if at the time of the *sickness* or *injury*, *you* are under the influence of drugs, alcohol or other intoxicants in contravention of any law (unless administered on, and in strict accordance with, the advice of a legally qualified *physician*). In the event of *your* death this exclusion will not apply to coverage under Section III, item 2 Repatriation and item 4 Identification;
6. treatment or services that contravene any *GHIP* plan in Canada;
7. suicide or any attempt at suicide, intentionally self-inflicted *injury* or any attempt at intentionally self-inflicted *injury*. In the event of *your* death this exclusion will not apply to coverage under Section III, item 2 Repatriation and item 4 Identification;

**Permanent Cognitive Impairment** means the definite *diagnosis* by a specialist of at least one of the following areas of cognitive function for a continuous period of 180 days with no expectation of recovery:

- aphasia (as disorder of speech); or
- apraxia (difficulty performing familiar tasks); or
- agnosia (difficulty recognizing objects); or
- disturbances in executive functioning (inability to think abstractly and to plan, initiate, sequence, monitor and stop complex behaviour) which is severe enough to interfere with daily life or independent function.

**Physician or Surgeon** means a medical doctor, other than *you* or an *immediate family member*, who is licensed to administer *medical treatment* and prescribe drugs in the jurisdiction where he or she provides medical services.

**Plan Administrator** means MSH International (Canada) Ltd.

**Reasonable and Customary** means the amount usually charged for treatment, services or supplies to provide an appropriate level of care given the severity of the *sickness* or *injury* being treated, in the geographical location where the treatment, services or supplies are being provided.

**Severe Burns** means the *diagnosis* by a plastic *surgeon* of a third degree burn covering at least 20% of the surface area of *your* body.

**Sickness** means the sudden and unforeseen onset or deterioration of illness or disease that occurs while *your coverage* under this policy is in force and requires *emergency medical treatment*.

**Spouse** means either the person who is legally married to *you* or who has been living with *you* for at least 12 months in a conjugal relationship and is represented as *your spouse* or partner.

**Stable** means the existing medical condition is not worsening and there has been no alteration\* in any medication for the condition or its usage or dosage, nor any *medical treatment* prescribed or recommended by a *physician* or received, during the 90 day period prior to the policy's effective date.

\*Alteration includes a new medication, stopped medication, increase or decrease in medication, but does NOT include changes between brand-name and generic versions of drugs with the same active ingredient and dosage, or routine adjustments of maintenance medications such as insulin, Coumadin or Warfarin.

**Stroke** means the definite *diagnosis* by a neurologist of the death of brain tissue caused by intra-cranial thrombosis, embolism or haemorrhage from an extra-cranial source. The *diagnosis* must be based on all of the following:

- sudden acute onset of new neurological symptoms;
- new objective neurological deficits on clinical examination persisting continuously for at least 60 days following the *diagnosis*; and
- new findings on CT scan or MRI, if done, consistent with the clinical *diagnosis*.

This definition specifically excludes:

- Transient Ischemic Attacks (TIA's);
- Intracerebral vascular events due to trauma; or
- lacunar infarcts which do not meet the definition of stroke as described above.

**Terminal Illness** means *you* have a condition that is cause for the *physician* to estimate that *you* have less than 6 months to live.

**Trip** means a journey undertaken by *you* which commences when *you* depart *your home country* and ends when *you* return to *your home country*.

**You, Your** means the *insured person*.

### 3. Return of Family

**This benefit must be pre-approved and arranged by Intrepid 24/7™**

In the event that *you* are returned to *your home country* under the Air Transportation benefit or Repatriation benefit, the actual expenses incurred, up to a maximum limit of \$5,000, for:

- a. economy airfare to return accompanying *dependent children* and *spouse* to their *home country*; and
- b. return economy airfare, commercial accommodation and meals, for an escort for unaccompanied *dependent children* under the age of 16.

### 4. Identification

**This benefit must be pre-approved and arranged by Intrepid 24/7™**

In the event of *your* death, if identification of *your* body is requested by the police or a similar law enforcement agency prior to repatriation, the actual expenses incurred for up to two (2) *immediate family members* for:

- a. round-trip travel by the most direct and economical route up to a maximum of \$5,000 to identify *your* body; and
- b. commercial accommodation and meals up to \$250 per day to a maximum of \$2,500 per *immediate family member*.

8. an act, attempted act or omission taken or made by *you*, or an act, attempted act or omission taken or made with *your* consent, for the purposes of interrupting the blood flow to *your* brain or to cause asphyxiation to *you* whether or not with intent to cause harm;
9. an act of declared or undeclared war, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition by or under the order of any government or public or local authority;
10. any services or supplies provided by *you* or *your immediate family member*;
11. any benefit that must be authorized or arranged in advance by Intrepid 24/7™ when Intrepid 24/7™ has not provided the authorization or made the arrangements for that benefit;
12. a *sickness* or *injury* that, at the time of departure from their *home country*, might reasonably be expected to require *you* to undergo *medical treatment*, surgery or *hospitalization*;
13. *Medical treatment* or any expenses or services which are covered or reimbursable under *GHIP* or any other insurance *you* might have;
14. treatment or services within *your home country* after *you* have returned permanently or been repatriated back to *your home country*;
15. translation services of any kind, even when utilized in the delivery of medical services;

16. any *sickness, injury* or medical condition for which a diagnosis need not have been made, where the policy is purchased or the *trip* 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*;
17. the worsening, recurrence, side effects or complications of a medical condition resulting from *your* failure to follow the directions of a *physician* or other health care provider;
18. *Injury* resulting from participation in: professional athletics (for which *you* are remunerated); mountain climbing; aviation except as a fare-paying passenger on a commercial aircraft; hang gliding; sky diving; parachuting; bungee jumping; snow skiing or snowboarding outside of marked trails at supervised recreational facilities; motorized speed events or contests; scuba diving unless PADI/NAUI certified or accompanied by a certified instructor;
19. any *sickness, injury* or medical condition resulting from the commission or attempted commission of an illegal act;
20. *Injury* sustained while riding as a passenger in any aircraft not intended or licensed for the transportation of passengers;
21. Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your* travel if the loss is the result of the reason for which the warning was issued;
22. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).

## SECTION V – CLAIM PROCEDURES

### 1. Assistance

In the event of *sickness, injury, death* or *critical illness* for which a claim for one of the benefits under this policy is likely to be made, *you* must contact Intrepid 24/7™ before incurring any expenses. If Intrepid 24/7™ is not contacted, this could result in the denial of claims for some expenses. *You* or someone acting on *your* behalf must call one of the telephone numbers listed below:

U.S. and Canada **1-866-883-9787**  
Worldwide **1-416-640-7865** Collect

It is *your* responsibility to ensure that Intrepid 24/7™ is contacted by *you* or someone acting on *your* behalf. If Intrepid 24/7™ is not contacted before any expenses are incurred, benefits under this policy may be limited.

### 2. Notice and Proof of Claims

Claims must be submitted within thirty (30) days of the date of the *accident, sickness, injury, death* or *diagnosis of critical illness* and no later than 90 days after the end of the policy. *You* or someone acting on *your* behalf are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, *you* must:

- a. complete and submit a claim form for each new *sickness, injury* or *critical illness*;
- b. provide written proof of claim within ninety (90) days of the date of the *accident, sickness, injury, death* or *diagnosis of critical illness*;

- c. provide proof of the departure date(s) and return date(s) for any claims occurring outside of Canada;
- d. provide additional information pertinent to *your* claim, as may be required by Intrepid 24/7™ after receipt of the claim;
- e. if so required by the *insurer*, provide a certificate as to the cause and nature of the *accident, sickness, injury, death* or *diagnosis of critical illness*;
- f. return the unused portion of *your* air ticket to Intrepid 24/7™ if the Air Transportation benefit is used to return *you* to *your home country*.

Wherever possible Intrepid 24/7™ will coordinate payments and billings directly with service providers.

Claims may be filed by email, fax or using the online tool for electronic claims submission or by mail to:

**Intrepid 24/7™ – Claims Administration**  
150 King Street West, Suite 602, PO Box 75  
Toronto, Ontario (Canada) M5H 1J9  
1-866-883-9485 or 416-640-7862 | [claims@intrepid247.com](mailto:claims@intrepid247.com) | [www.americas.msh-intl.com](http://www.americas.msh-intl.com)

**Note: Remember to retain a copy for *your* records.**

## SECTION VI – GENERAL PROVISIONS AND LIMITATIONS

### Pre-Approval Requirements

Intrepid 24/7™ must approve in advance any expenses paid for benefits under this policy, before any expenses are incurred. It remains *your* responsibility to contact Intrepid 24/7™ for approval or someone acting on *your* behalf. If such services are not pre-approved, claims will be assessed as per the terms and conditions of the policy, and if approved, reimbursed at 80% of all eligible expenses up to the policy limits and maximum. The approval must be provided by us before any expenses are incurred and Intrepid 24/7™ may contact us.

### Clerical Error

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

### Applicable Law

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by *you, your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

### Other Insurance

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

## SECTION VII - STATUTORY CONDITIONS

### The Contract

The application, this policy, any document attached to this policy when issued and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract and no agent has authority to change the contract or waive any of its provisions.

### Waiver

The *insurer* is deemed not to have waived any condition of this policy, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*.

### Copy of Application

The *insurer* must, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

### Material facts

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

### Notice and proof of claim

The *insured, or a beneficiary* entitled to make a claim, or the agent of any of them, shall,

- a. give written notice of claim to the *insurer*,
  - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the *insurer* in the province, or
  - ii. by delivery thereof to an authorized agent of the *insurer* in the province,

not later than 30 days from the date a claim arises under the contract on account of an *accident, sickness* or disability;

- b. within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
  - i. the happening of the *accident* or the start of the *sickness*,
  - ii. the loss caused by the *accident* or *sickness*,
  - iii. the right of the claimant to receive payment,
  - iv. the claimant's age, and
  - v. if relevant, the beneficiary's age; and

if so required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident, sickness* or *disability* for which claim may be made under the contract and as to the duration of such *sickness* or *disability*.

### Time limit for recovery of insurance money

Every action or proceeding against the *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or the provincial or territorial legislation that applies to this policy.

### Refunds

In the event that *you* cease to be eligible for coverage under this insurance policy, or that *you* return permanently to *your home country*, before the end of the *coverage period* of this policy, *you* shall be entitled to a pro-rata refund of the unused portion of the insurance premium *you* have paid, provided that no claims have been or will be submitted under this policy. All refunds paid to students are subject to the refund policies of the *participating educational institution* and a \$25 administration fee.

### Premiums

This policy is provided for the *coverage period*, provided that premiums are paid. For subsequent *coverage periods* a new policy can be purchased, subject to the rate table in effect at the time of the purchase.

### Failure to give Notice or Proof

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

- a. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year after the date of the *accident* or the date a claim arises under the contract on account of *sickness* or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
- b. in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year from the date a court makes the declaration.

### Insurer to Furnish Forms for Proof of Claim

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit their proof of claim in the form of a written statement of the cause or nature of the *accident, sickness* or disability giving rise to the claim and of the extent of the loss.

### Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a. the claimant must give the *insurer* an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim is pending, and
- b. in the case of death of the person insured the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

### When Moneys Payable

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

### Limitation of Actions

An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one (1) year after the date the insurance money became payable or would become payable if it had been a valid claim.

## SECTION VIII – ABOUT YOUR PERSONAL INFORMATION

Markel Syndicate Management Limited places great importance on the protection of *your* privacy. *Your* personal information will be collected, used and disclosed only for the purpose of providing *you* with the insurance services *you* requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, Intrepid 24/7™ and the *insurer* may collect *your* personal health information held by a third party. This information may be released to employees of Intrepid 24/7™ and the *insurer* for claims analysis and to better serve *you*.

In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking *your* consent. For details of the *insurer's* privacy policy please see:

[www.markelinternational.com/foot/privacy-policy](http://www.markelinternational.com/foot/privacy-policy)

To see the MSH International (Canada) Ltd. privacy policy, please visit <https://americas.msh-intl.com/en/americas/international-benefits/privacy-policy-msh-americas.html>.

Underwritten by Markel Syndicate Management Limited