

Medi-Select Advantage® Health and Hospitalization Insurance for International Students is underwritten by Royal & Sun Alliance Insurance Company of Canada (hereinafter referred to as "the Insurer") and administered by Expert Travel Financial Security (E.T.F.S.) Inc., a member of the ETFS Financial Group.

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IN THE EVENT OF HOSPITALIZATION, YOU MUST CALL GLOBAL EXCEL WITHIN 48 HOURS OF ADMISSION:

From Canada and U.S., call toll free **1-800-715-8833**

From Mexico, call toll free **001-800-514-1518**

From anywhere, call collect **(819) 566-8839**

Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted within 48 hours of admission. Failure to do so limits benefits to 80% of eligible expenses (see Section VI - Limitations and Restrictions).

SECTION I

IMPORTANT NOTICE

1. Throughout this policy, words in italics have a specific meaning and are defined in Section II - Definitions.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.
3. In the event of an *accident, injury or sickness*, your prior medical history will be reviewed after a claim has been reported.
4. All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

SECTION II

DEFINITIONS

Throughout this policy, defined words are in italics.

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

"Child(ren)" means an unmarried child of the *principal insured* or his/her *spouse*, who is dependent on the *principal insured* for support, provided that such child is 22 years old or less on the date of application, or is 25 years old or less provided it can be proven that the child is a full-time student, or is over 22 years of age and has a permanent physical impairment or a permanent mental deficiency on the date of application and who is dependent on you for support.

"Country of Origin" means the country for which you hold a passport. Where you hold more than one passport, the country of origin will be taken to mean the country that you have declared on the application form.

"Elective Treatment" means any treatment that is not *medically necessary*.

"Emergency" means that you require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness or injury* occurring while on a temporary trip outside the province of Ontario and that such *medical treatment* cannot be delayed until your return to the province of Ontario.

"Global Excel" means the company appointed by the Insurer to provide medical assistance and claims services.

"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 inpatient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities whether separate from or part of 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, 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", "Insured Person", "You", "Your", "Yourself", means any eligible person who is named on the application form.

"Medical Treatment" means any reasonable procedure, which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes hospitalization, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

"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 your return to the province of Ontario (while on a temporary visit outside the province of Ontario).

"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*.

"Principal Insured" means the following person who is not eligible for coverage under the Ontario health insurance plan:

- a) an eligible student who has arrived in Canada, who is admitted to, enrolled in and attending a recognized Canadian institution of learning; or
- b) a student completing post-doctorate research in a recognized Canadian institution of learning.

"Reasonable and Customary Costs" means costs that are incurred for eligible medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness or injury*.

"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, aged 65 or less, to whom the *principal insured* is legally married or with whom the *principal insured* has been residing for at least the last 12 months.

SECTION III

ELIGIBILITY

To be eligible for coverage under this plan:

1. The applicant must:
 - a) be 65 years old or less; and
 - b) not be eligible for the Ontario health insurance plan; and
2. The applicant must:
 - a) be a student and provide proof of admission in a recognized Canadian institution or learning; or
 - b) be a student completing post-doctorate research in a recognized Canadian institution of learning.
3. The applicant's *spouse* and *child(ren)* may be covered if the appropriate premium is paid.

1. The Contract

This contract offers coverage to a maximum of \$1 million. This policy, the application and the confirmation of insurance constitute *your* contract of insurance.

The Insurer reserves the right to decline an application or any request for an extension of coverage.

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. Payment of Premium

a) The Insurer hereby agrees to provide insurance in accordance with the terms and conditions of this policy, provided the required premium is paid at the time of application and the completed application is received.

If the premium is calculated incorrectly, we will:

- i) charge and collect any underpayment; or
- ii) alter the policy period to coincide with the premium paid.

b) Coverage will be null and void if the premium is not received, if a cheque is not honored for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

3. Effective Date

Your insurance policy commences on the date shown on the application provided the premium has been paid.

4. Termination Date

Your insurance policy terminates on the earliest of the following dates:

- a) the date the *principal insured* permanently leaves the recognized Canadian institution of learning;
- b) the date that *you* become eligible for the Ontario health insurance plan;
- c) the termination date indicated on the application;
- d) the date that *you* reach age 66;
- e) the date *you* cease to be a *spouse* or a *child* as defined in this policy;
- f) the date that coincides with the 15th day of a stay outside the province of Ontario, if *you* are not part of a training program;
- g) the date that coincides with the 91st day of a stay in *your country of origin*, or in another province or country while participating in a training program; or

h) notwithstanding paragraph g) above, the date that coincides with the 15th day of a stay in the United States, regardless of the purpose of the trip.

However, for paragraphs f), g) and h) above, insurance will be reinstated on the date *you* return to the province of Ontario.

5. Premium Refunds

a) A pro rata refund for the unused portion of the premium may be granted if:

- i) the required visa necessary for admission to a recognized Canadian institution of learning has been refused;
- ii) the *principal insured* permanently leaves the recognized Canadian institution of learning;
- iii) *you* permanently return to *your country of origin*; or
- iv) *you* become eligible for the Ontario health insurance plan.

b) A request for a premium refund will be considered only if no claims have been paid or are pending, subject to a \$25 administrative fee.

c) Requests for refunds must be made in writing to *your* broker or sales agent. If *your* broker or sales agent receives satisfactory proof (ex. airline ticket or customs/immigration stamp) of *your* actual return date to *your country of origin*, *your* refund will be calculated from that date, and otherwise calculation of such refunds will be based on the postmarked date of *your* written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

6. Coverage Offered

This insurance provides payment for the *reasonable and customary costs* incurred by *you* in case of *sickness or injury* occurring while in the province of Ontario for the benefits set out in Section V and for an *emergency* while on a temporary visit outside the province of Ontario.

The Insurer will pay such eligible expenses up to the amount shown in the schedule of fees set by the government health insurance plan in the province of Ontario for non-Canadian residents and only in excess of those reimbursable by any other insurance contract or health plan (group, individual or government) under which *you* are entitled to benefit.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the sum insured insofar as such services are *medically necessary*. Benefit limits are per *insured person*, per period of 12 consecutive months.

In order to be covered, many benefits listed in this section require the prior approval of *Global Excel*.

Lifetime maximum: \$1,000,000

Reimbursement: 100%

1. Hospital Accommodation:

a) Charges up to the semi-private room rate (or an intensive or coronary care unit where *medically necessary*), up to 60 days per *sickness or injury*.

Note: The hospitalization is required primarily for psychiatric treatment, benefits are payable up to a maximum of \$10,000;

b) *Reasonable and customary costs* for treatment on an outpatient basis.

2. Psychiatric Treatment: The treatment of psychiatric disorders, including in-patient and out patient services, not to exceed a maximum of \$10,000.

3. Physician Charges: *Medical treatment* by a *physician*.

4. Annual Medical Examination: One annual medical exam and related laboratory tests.

5. Diagnostic Services: Laboratory tests and x-rays prescribed by the attending *physician*.

Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.

6. Maternity:

a) If the pregnancy began after the effective date of the policy, and in the event of complications causing the involuntary interruption of the pregnancy within the first 90 days of the pregnancy, the Insurer will reimburse the *reasonable and customary costs* incurred.

b) In the event of pregnancy or complications arising from pregnancy or childbirth (including caesarean section), the Insurer will reimburse the *reasonable and customary costs* incurred, including *hospital* nursery charges, subject to all limitations, exclusions and other provisions of this policy:

Note: Maternity benefits under 6.b) will be provided only if:

- i) the pregnancy begins after the effective date;
- ii) the insurance has been in effect for the entire term of the pregnancy; and
- iii) the necessary premium for the unborn child was paid from the beginning of the pregnancy.

7. Eye Examination: The fees of a licensed optometrist or ophthalmologist for one examination to determine whether purchase or replacement of eyeglasses or contact lenses is required.

8. Psychologist: Up to \$500 for outpatient consultations.

9. Paramedical Services: Services of a physiotherapist, an osteopath, a chiropractor, a chiropodist or a podiatrist, including X-rays, to a maximum of \$500 per profession listed.

10. Prescription Drugs: Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist up to \$10,000. Drugs, serums and injectables must be purchased within 30 days of prescription and must be prescribed and purchased for use during the coverage period.

Note: To file a claim, *you* must supply original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

11. Private Duty Nursing: The professional services of a registered private nurse (other than by an *immediate family member*) provided such services are recommended by a *physician*, up to a maximum of 60 days per *sickness or injury*. This benefit is available only as an alternative to hospitalization. The costs must not exceed the daily rate for a public ward stay and the services must be provided in *your* home.

12. Medical Appliances: When prescribed by the attending *physician* and approved in advance by *Global Excel*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers, and/or the temporary rental of a wheelchair, due to a covered *sickness or injury*. The rental cost must not exceed the purchase price.

13. Treatment of Dental Accident: Dental treatment to a maximum of \$1,000 to repair or replace sound natural teeth injured as the result of an accidental blow to the face. Treatment must commence within 30 days of the *accident* and be completed during the coverage period. To file a claim *you* must provide an *accident* report from the *physician* or dentist.

14. Emergency Treatment Outside the Province: When recommended by a *physician*, *reasonable and customary costs* for immediate *medical treatment* of an *emergency* while travelling outside the province of Ontario.

Coverage is limited to one *emergency* per diagnosis and related conditions.

(Refer to SECTION IV - Insurance Agreement - Termination Date, to see the limitation on length of stay);

15. Ambulance Services: When reasonable and *medically necessary*, licensed ground ambulance service to the nearest *hospital*.

16. Emergency Air Transportation: When approved and arranged in advance by *Global Excel* (see SECTION VI - Limitations and Restrictions # 5):

- a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for *medical treatment*;
- b) transport on a licensed airline with an attendant (when required) for *emergency* return to the province of Ontario for immediate medical attention;
- c) the fare for additional airline seats to accommodate a stretcher to return *you* to the province of Ontario or *country of origin*; or
- d) up to the cost of a one-way economy airfare to the province of Ontario or *country of origin*.

17. Preparation and Return of Remains: In the event of death, up to a maximum benefit of \$10,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her *country of origin*; or up to a maximum of \$4,000 for cremation and/or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit.

18. Accidental Death: Maximum benefit \$10,000. The benefit for loss of life is payable to *your* estate unless a beneficiary is designated in writing to *Global Excel* or the Insurer. This benefit is payable only in case of death of the *insured* as the result of an *accident* occurring during the coverage period.

19. Accidental Dismemberment or Total Permanent Loss of Use: The total benefits payable for one or more *injury* under this benefit shall not exceed \$10,000. If an *injury* causes loss of limb or sight within 100 days following the date of the *accident*, benefits will be paid to *you* as follows:

Loss of both hands or both feet	\$10,000
Loss of sight in both eyes (complete loss)	\$10,000
Loss of one hand or one foot and sight in one eye (complete loss)	\$10,000
Loss of one arm or one leg	\$7,500
Loss of one hand or one foot	\$5,000
Loss of sight in one eye (complete loss)	\$1,500
Loss of thumb or index finger	\$1,000

Loss in reference to dismemberment means the actual severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple medical treatment or corrective lenses.

SECTION VI

LIMITATIONS AND RESTRICTIONS

1. **Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment:** *Global Excel* 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 *Global Excel* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
2. **Failure to Notify Global Excel**
Failure to notify *Global Excel* within 48 hours of your admission to hospital limits benefits to 80% of all eligible expenses incurred. Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted within 48 hours of admission. If it is not reasonably possible for *you* to contact *Global Excel* 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. **Availability and Quality of Care**
The Insurer, ETFS or *Global Excel* 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.
5. **Transfer or Medical Repatriation** (while on a temporary trip outside the province of Ontario)
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 the province of Ontario 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, the Insurer will be released from any liability for expenses incurred for such *sickness or injury* after the proposed date of transfer or return. *Global Excel* 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*.
6. **Repatriation in the event *your* medical condition requires complex, continuous and prolonged care**
The Insurer will reimburse the *reasonable and customary costs* to return *you* to *your* country of origin if *your* medical condition requires complex, continuous and prolonged care due to an eligible *injury or sickness* during the policy period. If *you* refuse the decision of the Insurer to repatriate *you* back to *your* country of origin, the Insurer will be released from any liability for expenses incurred for such *injury or sickness* after the proposed date of repatriation.

SECTION VII

EXCLUSIONS

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

1. *Sickness or injury* that is confining *you* to *hospital* on the effective date of the policy.
2. *Sickness* that occurs during the first 30 days following the effective date of insurance, if application for insurance is made and paid more than 30 days after *you* become eligible for insurance, or if the premium for this policy is paid after the expiry date of the previous policy.
3. Chemotherapy treatment unless approved in advance by *Global Excel*.
4. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
5. Flight accident (unless *you* are travelling as a fare-paying passenger on a commercial airline).
6. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or email.
7. Acupuncture, massage therapy, *elective treatment* or surgery, cosmetic or plastic surgery, whether or not for psychological reasons, unless required as the result of *injury* incurred while this policy is in force.
8. Dental treatment, oral surgery or any related procedures, except as otherwise specified under the "Treatment of Dental Accident" benefit (see SECTION V – Benefit # 13).
9. Pregnancy, childbirth, miscarriage, voluntary termination of pregnancy and any complications thereof, except as specified under the "Maternity" benefit (see SECTION V – Benefit # 6).
10. *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.
11. Committing or attempting to commit an illegal act or a criminal act.
12. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
13. Medication, drugs or toxic substance abuse or overdose (whether or not *you* are sane); alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.
14. Drugs:
 - a) the purchase of drugs and medication (including vitamins) which are commonly available without a prescription, which are not legally registered and approved in Canada, or which are not *medically necessary*;
 - b) preventive medicines or vaccines;
 - c) acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
 - d) all types of contraceptives, pregnancy tests, fertility drugs or testing or drugs for the treatment of erectile dysfunction;
 - e) pharmaceutical products and drugs covered by another organization.
15. Participation in:
 - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - b) any competitive motorized sporting events, racing or speed contests;
 - c) scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
16. Renal dialysis or organ transplants.
17. Rehabilitation and convalescent homes or holidays for recuperative purposes.
18. Non-compliance with any prescribed medical therapy or *medical treatment* (as determined by the Insurer) or failure to carry out a *physician's* instructions.
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. Emergency air transportation unless approved and arranged in advance by *Global Excel*.
21. Expenses incurred as a result of symptomatic or asymptomatic HIV infection, HIV related conditions and AIDS (Acquired Immune Deficiency Syndrome), including any associated diagnostic tests or charge.
22. *Sickness, injury or medical condition* *you* suffer or contract in a specific country, region or area for which the Department of Foreign Affairs and International Trade of the Canadian Government has issued a travel advisory or formal notice, before *your* departure date, advising travellers not to travel to that specific country, region or area. If the Canadian Government issues a travel advisory or formal notice to leave that specific country, region or area, after *your* departure date from Canada, *your* coverage for *sickness, injury or medical condition* is limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion "sickness, injury or medical condition" means any *sickness, injury or medical condition* that is attributable to the reason for which the travel advisory or formal notice was issued or complications arising from such "sickness, injury or medical condition".
23. Any administrative fees or charges above those specified in this policy.

SECTION VIII

INTERNATIONAL ASSISTANCE SERVICES

Global Excel answers *your* questions 24 hours a day, 7 days a week.

- **Emergency Call Center**

No matter where *you* are, professional assistance personnel are ready to take *your* call. From Canada and the U.S., call toll free 1-800-715-8833; from Mexico, call toll free 001-800-514-1518; from anywhere, call collect (819) 566-8839.

- **Benefit Information**

Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.

- **Medical Consultants**

Our team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*.

- **Interpretation Service**

We can connect *you* to a foreign language interpreter when required for *emergency* services.

- **Direct Billing**

Whenever possible, we will instruct the *hospital* or clinic to bill us directly.

- **Claims Information**

We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

SECTION IX

CLAIMS PROCEDURES

1. You are responsible for providing all the documents outlined below and for any charges levied for these documents.
 - a) Any notice of claim or correspondence concerning a claim must include *your* policy number, the patient's name and date of birth.
 - b) Submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, the date(s) and type of treatment, and the name of the medical facility and/or *physician*. Only original bills will be considered for payment. Photocopies, facsimile transmissions or carbon copies are not acceptable.
 - c) Receipts for prescription drugs must indicate the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and the total cost.
 - d) If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim.
Please refer to Notice and Proof of Claim of SECTION XI - Statutory Conditions.

2. Payment of Benefits

All payments under this policy are payable to *you* or on *your* behalf. Benefits for loss of life are paid to *your* estate unless a beneficiary is designated in writing to *Global Excel* or the Insurer. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. No sum payable shall bear interest.

3. Send all pertinent documents to:

Global Excel Management Inc.
73 Queen Street
Lennoxville, Quebec
J1M 1J3



GlobalExcel®

Phone numbers: 1-800-336-9224 (toll free) or collect (819) 566-8698

Our website: www.globalexcel.ca

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SECTION X

GENERAL PROVISIONS

1. **Subrogation** — If *you* suffer a loss covered under this policy, the Insurer is granted the right from *you* to take action to enforce all *your* rights, powers, privileges, and remedies upon making payment or accepting the claim to the extent of incurred losses against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make demand for, and recover, those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights.
You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.
2. **Other Insurance** — This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your country of origin* that are in excess of the amounts for which *you* are insured under such other coverage.
All Coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If *your* lifetime maximum is greater than \$50,000, the Insurer will coordinate benefits only above this amount.

3. **Misrepresentation and Non Disclosure** — The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

4. **Arbitration** — Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the province or territory in which this policy was issued. The parties agree that any action will be referred to arbitration.

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

6. **Safeguarding your Privacy** — The Insurer places great importance on the protection of *your* privacy. The Insurer collects *your* personal information when *you* apply for this insurance and in the event of a claim, to provide *you* with insurance services and to analyze *your* claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the Insurer may collect *your* personal health information held by a third party. This information may be released to employees of *Global Excel* 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 privacy information, please see www.royalsunalliance.ca, or call us at 1-800-716-4339.

SECTION XI

STATUTORY CONDITIONS

1. **The Contract** — The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed upon in writing by the Insurer after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
2. **Waiver** — The Insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the Insurer.
3. **Copy of Application** — The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.
4. **Material Facts** — No statement made by *you* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim** — *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:
 - a) give written notice of claim to *Global Excel* by delivery thereof or by sending it by registered mail to *Global Excel* not later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
 - b) within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Global Excel* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
 - c) if so required by *Global Excel* or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.

6. **Failure to Give Notice or Proof** — Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

7. **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 where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.

8. **Rights of Examination** — As a condition precedent to recovery of insurance money under this contract:
 - a) the claimant shall afford to the Insurer and *Global Excel* an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and
 - b) in the case of death of the *insured*, the Insurer and *Global Excel* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

9. **When Money Payable** — All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.

10. **Limitation** — An action, arbitration or similar proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year (two years in the Northwest Territories, three years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim. If this limitation is invalidly shorter than the limitation prescribed by the laws of the province or territory in which this policy was issued, an action, arbitration or similar proceeding against the Insurer shall not be commenced later than the shortest limitation period prescribed by the laws of that province or territory. The limitation periods stated in this section apply to all plans and benefits of this policy and to all endorsements thereof.

SECTION XII

IDENTIFICATION OF INSURER

Underwritten by:



Administered by:



Medi-Select Advantage® Health and Hospitalization Insurance for International Students is underwritten by Royal & Sun Alliance Insurance Company of Canada and administered by Expert Travel Financial Security (E.T.F.S.) Inc., a member of the ETFS Financial Group.

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The *insured* is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

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