# THE COMPREHENSIVE USA PLAN

# SUMMARY OF BENEFITS (\$USD)

MAXIMUM SUM INSURED	• \$2,000,000
COVERAGE TYPE	• Emergency
ELIGIBLE MEDICAL EXPENSES	<ul> <li>Emergency in-patient or out-patient treatment for sickness or injury (ER co-pay of \$350)</li> <li>Services of physician, surgeon, anesthetist, registered graduate nurse</li> <li>X-rays and laboratory services</li> <li>Rental of medical appliances</li> </ul>
AMBULANCE SERVICES & EMERGENCY TRANSPORTATION	<ul> <li>Licensed ground ambulance</li> <li>Taxi in lieu of ambulance up to \$125</li> <li>Up to \$300,000 for emergency air transportation</li> </ul>
PRESCRIPTION DRUGS	Limited to a 60-day supply
PARAMEDICAL SERVICES	Up to \$1,000 per approved profession
PSYCHIATRIC CARE OR MENTAL & EMOTIONAL DISORDERS	<ul> <li>Up to \$2,000 for outpatient visits to a psychiatrist, psychologist or social worker</li> <li>Up to \$25,000 for psychiatric hospitalization</li> </ul>
DENTAL SERVICES	<ul> <li>Up to \$4,000 for accident</li> <li>Up to \$650 for relief of pain, including impacted wisdom teeth</li> </ul>
TRIP INTERRUPTION	If an immediate family member is diagnosed with a terminal illness or dies unexpectedly:  One-way economy airfare via the most cost-effective route or the change fee charged by the airline  The pre-paid unused portion of your trip that is non-refundable and non-transferable to another travel date
BAGGAGE	Up to \$500 to repair or replace any item or set of items which is lost or damaged
FAMILY TRANSPORTATION	<ul> <li>Up to \$5,000 for round trip economy airfare for up to 2 family members, and up to \$1,500 for costs incurred after arrival, if you are hospitalized for at least 7 days</li> </ul>
PREPARATION & RETURN OF REMAINS	<ul> <li>Up to \$25,000 for preparation and transportation of remains or cremation/burial at place of death</li> </ul>
ACCIDENTAL DEATH & DISMEMBERMENT	<ul><li>Air Flight / Common Carrier Accident: \$100,000</li><li>24 Hour Accident: \$50,000</li></ul>
THIRD PARTY LIABILITY	• Up to \$250,000 per 365 day period
ELIGIBILITY	International students under the age of 65 temporarily residing in the USA
TRAVEL OUTSIDE CANADA	<ul> <li>Travel worldwide is valid as long as the majority of time on the policy is spent in the USA. Your home country is excluded unless on a school-sponsored trip.</li> </ul>
PRE-EXISTING CONDITIONS	Covered for unexpected emergencies if stable for 90 days prior to the start of the policy.

This document is a summary only and does not include all of the benefits, limitations, exclusions or conditions of coverage. The policy wording is the only legally binding description of coverage. Please consult the policy wording for further details. For more information, contact the StudyInsured  $^{\text{TM}}$  Assistance team at 1.833.366.0874 or email <a href="mailto:studyInsured.com">studyInsured.com</a>



## COMPREHENSIVE USA PLAN





### **Emergency Assistance**

In a medical emergency you must contact StudyInsured™ Assistance Toll-Free 1-833-366-0874 or Collect 416-987-0874

StudyInsured™ Assistance makes sure that *you* get the care *you* need. When *you* call StudyInsured™ Assistance, a case will be opened for you, and medical staff will review your case to make sure you receive the best care  $possible \ for \ your \ situation. \ StudyInsured \ ^{\text{IM}} \ Assistance \ \ will \ even \ arrange \ direct \ payment \ to \ \textit{hospitals} \ and \ other$ service providers, so you don't need to worry about the bills.

### **IMPORTANT NOTICE - PLEASE READ CAREFULLY**

In the event of a medical emergency, you or someone acting on your behalf must call one of the following telephone numbers listed below:

U.S. and Canada 1-833-366-0874

Elsewhere 416-987-0874 Collect

In the event of sickness or injury covered by this policy requiring hospitalization, surgery,  $major\ diagnostic$ testing, or any medical treatment outside of the United States, you must contact StudyInsured Assistance within 48 hours from the time of emergency. If StudyInsured™ Assistance is not contacted, your claim may be denied or only partially covered.

This insurance covers medical expenses from sickness or injury, and losses arising from unexpected circumstances. Coverage is subject to certain limitations and exclusions, which are explained in this policy. It is important that *you* read and understand *your* policy.

You must call StudyInsured™ Assistance to ensure coverage of certain expenses. If you fail to contact StudyInsured™ Assistance, *you* may be responsible for a portion of the expenses

In the event of an accident, injury or sickness, your prior medical history will be reviewed after a claim has been reported.

All benefit limits are expressed in United States currency.

This policy is underwritten by certain Lloyd's Underwriters. MSH International (Canada) Ltd., operating as StudyInsured™, performs enrolment and provides customer service. Emergency Assistance is provided by StudyInsured™ Assistance.

Certain Lloyd's Underwriters will pay the benefits stated in this policy, subject to all of its terms, conditions, limitations, exclusions and other provisions for reasonable and customary expenses that are incurred as a result of an unexpected *sickness* or *injury* up to the benefit maximum for that particular benefit, or to the overall policy maximum. All maximums stated in this policy are per insured person per consecutive 12-month period unless otherwise stated.

This policy is in force only if StudyInsured™ confirms *your* coverage after receiving *your* information and the full premium. If you have not received confirmation of coverage, immediately contact StudyInsured™ Assistance by phone at 1-833-366-0874 or email studentassist@studyinsured.com

### Restriction on Beneficiary Designation

This policy contains a provision removing or restricting your right to designate persons to whom or for whose benefit insurance money is to be payable

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, call StudyInsured™ Claims at 1-833-366-0874 or 416-987-0874 or email studentclaims@studyinsured.cd

### POLICY FOR INTERNATIONAL STUDENT HEALTH INSURANCE

### SECTION I – ELIGIBILITY AND COVERAGE PERIOD

To be eligible for coverage, vou must be:

- an international student at a participating educational institution or organization v current passport and/or student visa, under the age of 65, residing in the United States. whose name is on file with the plan administrator as being insured under this policy during the coverage period; or
- an international faculty member, teacher, or other affiliate in an educational, business, or cultural exchange with the participating educational institution or organization, under the age of 70, residing in the United States, whose name is on file with the plan administrator as being insured under this policy during the coverage period; or
- the parent/legal guardian, spouse, and/or dependent child(ren) under the age of 70 of any of the persons listed above, residing together in the United States, and sharing the same coverage period.

Eligibility does not supersede the participating educational institution or organization's decision to exclude from coverage individuals other than the international student.

Coverage commences on the latest of:

- the date the plan administrator confirms that you are insured under the policy: a.
- the date that you leave your home country to come to the United States;
- the effective date shown on your confirmation of coverage documents. Travel from your home country to the United States is covered (including any layover location on

the way to the United States) provided the total trip length between departure from your home country and arrival in the United States does not exceed seven (7) days

This policy terminates on the earliest of:

- the expiry date indicated on your confirmation of coverage documents;
- the date the required premium is due and unpaid and appropriate statutory notice has been given to you;

- the date vou attain age 65:
- the date we obtain reasonable evidence of fraudulent use of the coverage card;
- the date you permanently return to your home country: e.
- 30 days after the date from which a participating educational institution or organization no longer considers you active in their program whether that be through removal or voluntary departure (not applicable if you graduate from the participating educational institution or organization);
- 30 days after the date you no longer meet the eligibility requirements under SECTION I – ELIGIBILITY AND COVERAGE PERIOD (not applicable if you graduate from the participating educational institution or organization).

#### Coverage Outside of the United States

School breaks and travel outside the United States during the coverage period are valid provided at least 51% of the coverage period is spent in the United States. 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, except where travel to your home country is expressly taken in order to participate in a school-organized sporting or extra-curricular event. 51% of the *coverage period* must still be spent in the United States. Studylnsured™ Assistance requires notification within 48 hours for any *medical treatment* provided outside of the United States.

### **Extended Coverage After Termination Date**

If you are hospitalized on the last day of this policy's coverage period for an eligible sickness or injury, coverage will be automatically extended until discharge up to a max of 30 days without additional premiums. Coverage for the same *sickness* or *injury* 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 vour 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**

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

Accident means an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily injury

Assistance Company means StudyInsured™ Assistance, the company designated by the insurer to provide emergency assistance services.

Caregiver means the permanent, full-time person entrusted with the care of your dependent child(ren) and whose absence cannot be reasonably replaced.

Chronic Condition means a sickness, disease or injury that is persistent, incurable and does not spontaneously disappear with time.

**Claim Documents** means the information relevant to *your* visit to a medical facility. This includes, but is not limited to, a signed claim form, medical notes/records, referrals, itemized bills, payment receipts, and prescription receipts.

**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 Documents means the welcome letter that is provided to you either in hard copy or electronically that includes your personalized wallet card showing your name, policy number, and coverage dates.

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 12:00 midnight on the termination date

Covered Trip means a journey undertaken by you which commences when you depart your home country or country of residence and ends when you return to your home country or country of residence.

**Dentist** means a practitioner of dentistry lawfully qualified and licensed to practice in the jurisdiction in which they have provided the services or supplies for which the charges are incurred. Dependent Child(ren) means unmarried persons residing with you and dependent on you for support

if you are their parent/legal guardian, and who are: a. at least 15 days old, unless the child is born as a result of an eligible pregnancy as set out

- under this policy, and under 21 years of age; or under 26 years of age and in attendance at an institution of higher learning, or
- of any age over 15 days old and have a mental or physical impairment

**Emergency** means an unexpected *sickness* or *injury* which makes it necessary to receive immediate medical treatment for the relief of acute pain or suffering which cannot be delayed until you return to your home country

**End of Emergency** means a given declaration, as determined by StudyInsured™ Assistance, that there is no pending emergent treatment and you are able to continue your covered trip. End of Emergency can also be declared once you are able to return, or have returned, to your home country,

**Excursion** means any continuous travel outside of the United States (and not to your home country) during the coverage period, provided that at least 51% of the coverage period is spent in the United States.

Fit to Travel means the treating medical practitioner had determined you are able to complete travel to your home country and/or resident country with or without medical attention and services.

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

Home Health Care means care that is provided in your principal residence within the United States. 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

Hospitalization or Hospitalized 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/legal guardian (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 treatment that is

covered by this policy. In-patient means a patient who occupies a hospital bed for more than 24 hours for medical treatment and for whom admission was recommended by a physician when medically necessary

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 certain Lloyd's Underwriters who provide this insurance.

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b.

International Student means a non-American student enrolled in and attending classes in an educational program at an educational institution who has had to obtain a student visa and/or temporary visa status for the purpose of pursuing an education within the United States.

Loss means, in sections pertaining to Accidental Death and Dismemberment benefits:

- with reference to quadriplegia, paraplegia, and hemiplegia: the complete and irreversible paralysis of such limbs;
- with reference to hand or foot: complete severance through or above the wrist or ankle joint, but below the elbow or knee joint;
- with reference to arm or leg: complete severance through or above the elbow or knee joint;
- · with reference to thumb and index finger: complete severance through or above the first phalange;
- with reference to eye: the irrecoverable loss of the entire sight thereof;
- · with reference to speech: complete and irrecoverable loss of the ability to utter intelligible sounds;
- · with reference to hearing: complete and irrecoverable loss of hearing in both ears;
- with reference to "Loss of Use": the total and irrecoverable loss of use provided the loss is continuous for 12 consecutive months and such loss of use is determined to be permanent.

**Major Diagnostic Testing** means diagnoses which require magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and/or biopsies.

**Medical Treatment** means any reasonable medical, therapeutic or diagnostic measure prescribed by a medical *physician* or eligible paramedical practitioner, including prescribed medication, reasonable investigative testing, *hospitalization*, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem.

**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.

Minor Ailment means any sickness or injury which does not require:

- a. the use of medication for a period of greater than 15 days; or
- **b.** more than one follow-up visit to a *physician*, *hospitalization*, surgical intervention; or
- c. referral to a specialist; and
- d. which ends at least 30 consecutive days prior to the start date of coverage.

A chronic condition or any complication of a chronic condition is not considered a minor ailment.

**Mountain Climbing** means the ascent or descent of a mountain requiring the use of specified equipment including crampons, pickaxes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

**Parent/Legal Guardian** means the natural or adoptive parent, or another adult, who is responsible for the care of, and lives at the same residential address as, an *international student* under the age of 18.

**Participant** means a non-American, individual member of a group such as a club or camp, amateur sports team, day care center, religious or charitable organization, volunteer, civic, community service or recreational organization.

Participating Educational Institution or Organization means a school, school board/district, college, university, or other recognized institution of learning, or other contracted group in the United States which has been fully accredited (if required) in accordance with applicable law and regulations and has agreed to participate in the International Student Health Insurance and Third Party Liability - Comprehensive USA Plan.

**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 they provide medical services.

*Plan Administrator* means MSH International (Canada) Ltd., operating as StudyInsured™.

**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.

**Sickness** means the onset or deterioration of illness or disease requiring *medical treatment*, care or advice while *you* are in the United States or on an *excursion*.

**Spouse** means the person related to you in one of the following ways:

- legally married to you or in a civil union; or
- living with you in a conjugal relationship and represented as your spouse or partner.

**Stable** means any medical condition, whether or not the diagnosis has been determined, other than a *minor ailment* for which there has been:

- no hospitalization; and
- b. no new diagnosis, treatment or prescribed medication; and
- c. no alteration\* in treatment or medication; and
- d. no new, more frequent or more severe symptoms; and
- e. no new test results showing deterioration; and
- f. no referral to a specialist (made or recommended) and you are not awaiting surgery or the results of further investigations performed by any medical professional.

\*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.

**Teacher** means an individual in the education profession who is temporarily visiting the United States for the purposes of accompanying one or more *international students* and/or whose visit is sponsored by an *educational institution* as part of a cultural exchange or similar program.

**Terrorism** means an ideologically motivated unlawful act or acts including, but not limited to, the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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

**Travel Companion** means someone who shares travel arrangements with *you* up to a maximum of 3 people.

**Vehicle** means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by *you* from a commercial rental agency for *your* use during *your covered trip*.

You or Your means the insured person.

### SECTION III - BENEFITS

When, by reason of *sickness* or *injury*, *you* incur eligible expenses as described in this section, the *insurer* will reimburse the *reasonable and customary* costs for such expenses, subject to all limitations, exclusions and other provisions of the policy. The *insurer* will pay benefits to the claimant or the assigned person/health care provider named on the claim form, during the *coverage period* to a maximum of \$2,000,000 per *insured person*.

Coverage for eligible expenses will only be provided until the end of emergency is declared, unless further treatment is approved in advance by StudyInsured™ Assistance.

### **EMERGENCY BENEFITS**

### 1. Hospital Accommodation

- a. Hospital charges for room and board in a hospital, limited to the semi-private accommodation level;
- emergency room fees subject to a co-pay of \$350 per occurrence, which can be waived if admitted as an in-patient;
- **c.** hospital charges for out-patient services when medically required

StudyInsured™ Assistance must be notified within 48 hours of hospitalization. Please see SECTION VI-GENERAL PROVISIONS AND LIMITATIONS: Pre-Approval Requirements for more information.

### 2. Medical Expenses

- a. Medical treatment by a legally licensed physician, surgeon, anesthetist, nurse practitioner, or registered graduate nurse (other than an immediate family member);
- b. blood plasma, whole blood or oxygen including their administration.

### 3. Psychiatric/Psychological Care

When deemed essential by the attending physician, the actual costs for:

- a. visits to a licensed psychiatrist, psychologist or social worker for the relief of acute symptoms, up to a maximum limit of \$2,000 per policy; or
- b. for hospital expenses due to psychological, mental or emotional disorders, suicide, any attempt at suicide, or intentionally self-inflicted injury up to a lifetime maximum of \$25,000;
- c. the initial visit to the physician.

### 4. Prescription Drugs

Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when medically necessary for emergency medical treatment. This benefit is limited to a 60-day supply per prescription, unless you are hospitalized. Ongoing prescriptions for chronic conditions and over-the-counter drugs or medicines are not covered.

## 5. Dental Accident & Emergency

When performed by a legally qualified dentist or oral surgeon, emergency treatment:

- up to \$4,000 to repair or replace whole or sound natural teeth or permanently attached artificial teeth damaged as a result of an accidental blow to the face.
- up to \$650 for relief of pain caused other than by a blow to the face and including impacted wisdom teeth for which you have not previously received treatment or advice.

Fees and Treatment Services of the American Dental Association in the state in which *you* receive such treatment.

Treatment must be initiated within seven (7) days from the time the *emergency* began and be

Reimbursement will not exceed the minimum fee specified in the General Practitioner Schedule of

completed no later than 90 days after treatment began and within the *coverage period*.

Routine dental exams, cleanings, scalings, fluoride treatments, and orthodontics, including repair to dental appliances, are not covered.

### 6. Paramedical Services

When deemed essential on an *emergency* basis following an *illness* or an *injury* and accompanied by a written referral from a *physician*, expenses for: physiotherapist, chiropractor, licensed chiropodist, massage therapist, osteopath, podiatrist, speech therapist or acupuncturist; up to a maximum limit of \$1,000 per policy, for each class of practitioner.

### 7. Diagnostic Services

Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of the *emergency medical treatment*. 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 approved in advance by StudyInsured™ Assistance.

See SECTION VI - GENERAL PROVISIONS AND LIMITATIONS for more information.

### 8. Medical Appliances

When prescribed by the attending *physician* as the result of a covered *accident* or *sickness*, the rental of crutches or *hospital* type bed, standard wheelchair, cost of splints, canes, slings, trusses, braces or other prosthetic appliances approved by StudyInsured™ Assistance.

## 9. Private Duty Nurse and Home Health Care

When approved in advance by StudyInsured  $^{\text{IM}}$  Assistance, prescribed by an attending *physician*, and required following a covered *emergency*, the *medically necessary* costs incurred for:

- a. the professional services of a registered private duty nurse (other than by an immediate family member) while hospitalized; or
- b. in lieu of hospitalization, up to a maximum of \$15,000 for home health care from a registered private duty nurse or licensed medical practitioner (other than an immediate family member or resident of your principal residence).

### 10. Tutorial Service

If you are confined to a hospital for a minimum period of thirty (30) consecutive days due to a covered sickness or injury, the insurer will pay up to \$20 per hour to a maximum of \$400 for the actual expenses incurred for a qualified private tutorial service.

### **EMERGENCY TRANSPORTATION**

### 11. Ground Transportation

Up to overall policy limit for a licensed ground ambulance service to the nearest medical facility for *medical treatment* as the result of a covered *sickness* or *injury*.

Benefit also includes taxi fare up to \$125 in lieu of ambulance if approved in advance by StudyInsured™ Assistance.

### 12. Air Transportation

This benefit must be pre-approved and arranged in advance by StudyInsured™ Assistance
Up to \$300,000 for:

 a. air ambulance to the nearest appropriate medical facility or to an American hospital or to a hospital in your home country for immediate emergency medical treatment;

- **b.** transport on a licensed airline with an attendant (when required) for *your emergency* return to *your home country* or *your* state of residence in the United States for immediate *medical treatment*:
- c. the fare for additional seats to accommodate a stretcher, if required, to return you to your home country or your state of residence in the United States;
- d. up to the cost of a one-way economy airfare to return you to your home country or your state of residence in the United States following an emergency and after you are fit to travel.

The cost of ground transportation before or after the flight or for connecting flights as well as the cost of a medical attendant, if required, are included in this benefit.

#### 13. Repatriation of Remain

In the event of your death as a result of a covered accident or unexpected sickness:

- up to a maximum of \$25,000 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to your home country; or
- b. up to \$25,000 for cremation and/or burial at the place of death.

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

#### 14. Transportation to Bedside

#### This benefit must be pre-approved and arranged by StudyInsured™ Assistance

Up to a maximum of \$5,000 for single round-trip economy airfare by the most direct and economical route plus up to \$150 per day to a maximum of \$1,500 for the reasonable commercial living expenses for up to two (2) *immediate family members* to:

- a. be with you if you are hospitalized as the result of a covered emergency and the attending
   physician provides written certification that the situation was serious enough to warrant
   the visit; or
- b. identify you prior to the release of your body, where necessary.

#### **NON-MEDICAL BENEFITS**

#### 15. Trip Interruption (After Departure)

If your covered trip is interrupted due to an insured risk listed below that occurs on or after the day of your scheduled departure date, the insurer will pay up for:

- a. The lesser of one-way economy airfare via the most cost effective route or the change fee charged by the airline:
  - i. to return to your point of departure; or
  - ii. to continue your covered trip at its next destination.
- **b.** The prepaid unused portion of *your covered trip* that is non-refundable and non-transferable to another travel date, excluding the cost of the original transportation and prepaid unused transportation home.

#### **INSURED RISKS**

#### Medical

a. Death, or diagnosis with a terminal illness, of an immediate family member

#### **BAGGAGE**

When you incur eligible expenses as described in this section as a result of direct physical loss of, or damage to, baggage and personal effects you own and use during your covered trip, the insurer will reimburse costs up to the benefit limits per covered trip subject to all policy limitations, exclusions and provisions.

### 16. Baggage & Personal Effects

Up to \$500, or the actual cash value, whichever is less, to repair or replace any item or set of items which is lost or damaged during *your covered trip*. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.

#### **ACCIDENTAL DEATH & DISMEMBERMENT**

If a covered *loss* occurs due to *injury*, we will pay in one sum the indicated percentage of the Principal Sum as set out in the Loss Schedule below, as follows:

Common Carrier Principal Sum: \$100,000.

24 Hour Accident Principal Sum: \$50,000.

### 17. Common Carrier Accident

Should *you* incur either Loss of life or a dismemberment described in the Loss Schedule as a result of an *injury* sustained while riding as a fare paying passenger on a *common carrier*, benefits shall be paid in accordance with the *Common Carrier* Principal Sum.

## SECTION IV - EXCLUSIONS

Failure to contact StudyInsured $^{\text{TM}}$  Assistance in the event of *hospitalization* within 48 hours from the time of the *emergency* may limit eligible medical expenses.

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

- Any sickness, injury or medical condition that was not stable in the 90 days prior to the
  effective date.
- Injuries received while you are participating in any maneuvers or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority.
- 3. Pregnancy, miscarriage, voluntary termination of pregnancy, childbirth, or their complications except as otherwise provided in Benefit #17 Maternity.
- Any elective, dental, plastic or cosmetic surgery except as the result of a covered emergency, as provided under Benefit #5 - Dental Accident & Emergency.
- 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 (unless administered on, and in strict accordance with, the advice of a legally qualified physician).
- 6. Mental, emotional or psychological disorders including medications except as provided under Benefit #3 - Psychiatric/Psychological Care and/or Benefit #13 - Repatriation of Remains
- Suicide or any attempt at suicide whether you are sane or insane, except as provided under Benefit #3 - Psychiatric/Psychological Care.
- Intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury, whether you are sane or insane.
- 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. A sickness or injury that, at the time of departure from your home country, might reasonably be expected to require you to undergo medical treatment, surgery or hospitalization.
- 12. Any medical treatment claimed under the Emergency Benefits section of the policy required on an ongoing basis including continued stabilization of a medical condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or convalescent or ongoing care, and medical treatment of an acute sickness and/or injury after the end of emergency except as provided in Benefit #9 Private Duty Nurse and Home Health Care.
- The portion, if any, of any expenses for treatment, advice or hospitalization which are not reasonable and customary.
- 14. Medical treatments or services within your home country except where travel is expressly taken in order to participate in a school-organized sporting or extra-curricular event.
- **15.** Drugs and medications which are:
  - a. commonly available without a prescription, preventative medications or vaccines, acne medications, baldness remedies, nicotine resin products, dietary supplements or weight loss products;
  - $\textbf{b.} \quad \text{any type of contraceptive, pregnancy test, fertility drug or test, or erectile dysfunction drugs;} \\$
  - c. not legally registered and approved in the United States or not medically necessary.

#### 18. 24 Hour Acciden

If *injury* results in any of the following *losses* within 365 days after the date of the *accident* other than due to a *common carrier*, the policy provides the benefits indicated below, in accordance with the 24 Hour Accident Principal Sum:

#### LOSS SCHEDULE

Loss	% of Principal Sum
Loss of life	100%
Loss of both hands or Loss of both feet	100%
Loss of entire sight of both eyes	100%
Loss of one hand and one foot	100%
Loss of one hand and the entire sight of one eye	100%
Loss of one foot and the entire sight of one eye	100%
Loss of one arm	50%
Loss of one leg	50%
Loss of one hand	50%
Loss of one foot	50%
Loss of entire sight of one eye	50%
Loss of thumb or index finger of the same hand	33 ½%
Loss of speech and hearing	100%
Loss of speech or hearing	66 3/3%
Quadriplegia, paraplegia, hemiplegia	100%
Loss of use of both arms or both hands	100%
Loss of use of one hand or one foot	50%
Loss of use of one arm or one leg	50%

### Aggregate Limit of Liability: \$10,000,000

The *insurer* shall not be liable for any amount in excess of the above stated aggregate limit of liability. If the aggregate amount of all indemnities otherwise payable by reason of coverage provided under this policy exceeds such aggregate limit of liability, the *insurer* shall not be liable as respects each *insured* person for a greater proportion of the indemnity otherwise payable than the aggregate limit of liability bears to the aggregate amount of all such indemnities.

### **Disappearance**

If your body has not been found within one year of your disappearance (as documented by a competent governmental or law enforcement agency), you shall, in the absence of any evidence to the contrary, be deemed to have suffered Loss of life.

### Beneficiary

The benefit for Loss of life is payable to the deceased person's estate. If you are under age 16, the benefit is payable to your parent/legal guardian. We may ask the claimant to prove their relationship to the deceased.

### 19. Trauma Counselling

Expenses incurred for up to six (6) trauma counselling sessions if *you* suffer a *loss* under Accidental Death & Dismemberment within 90 days from the date of an *accident* which occurred during the *coverage period*.

- 16. Translation services of any kind, even when utilized in the delivery of medical services.
- 17. Organ transplants
- 18. Any sickness, injury or medical condition for which a diagnosis need not have been made, where the policy is purchased or the 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.
- **19.** Medical examinations performed at the request of a third party (including medical examinations for immigration purposes) or consultations with a *physician* by telephone or e-mail.
- 20. The worsening, recurrence, side effects or complications of a medical condition resulting from your non-compliance or failure to follow the directions of a physician or other health care provider except as provided under Benefit #13 Repatriation of Remains.
- 21. 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; skydiving; 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.
- 22. Travel to, from or through any country, region or city for which, prior to the effective date or your departure date, the US Department of State has issued a level 3 or 4 travel advisory if the expenses are the result of the reason for which the advisory was issued.
- **23.** Any *sickness, injury* or medical condition resulting from the commission or attempted commission of an illegal act.
- 24. Any consultation or treatment for Attention Deficit Hyperactivity Disorder (ADHD) or similar conditions or diagnoses.
- 25. Any costs incurred due to your travelling against the advice of a physician or any loss resulting from your sickness or medical condition that was diagnosed by a physician as a terminal illness prior to the effective date.
- 26. Further medical treatments or services in the United States for any sickness, injury, or medical condition that arose during a visit to your home country, except where travel is expressly taken in order to participate in a school-organized sporting or extra-curricular event.

### The following additional exclusions are also applicable to Trip Interruption benefits:

Trip Interruption & Baggage do not cover any expenses related in whole or in part, directly or indirectly, to any of the following:

- 27. Any sickness or injury that would have caused an ordinarily prudent person to seek medical treatment, advice, diagnosis or care during the 90 days prior to the effective date.
- 28. An event which, prior to when this insurance was purchased and/or prior to when you booked your covered trip, you or your travel companion knew, or it was reasonable to expect, may prevent you from going on or completing your covered trip as booked.
- **29.** A *covered trip* undertaken for the purpose of visiting a sick or injured person and their medical condition or death is the reason for the interruption.
- **30.** A return earlier or later than the scheduled date of return, unless as the result of an Insured Risk
- 31. A return delayed more than 10 days beyond the scheduled date of return, unless you, an immediate family member, or your travel companion were hospitalized for at least 48 consecutive hours within the 10-day period.

- 32. For policy extensions or Top Ups, any medical condition which first appeared, was diagnosed or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.
- 33. A travel visa that is not issued because of its late application.
- **34.** Failure, default or bankruptcy of any travel supplier which *you* contract for services. No protection is provided for failure, default or bankruptcy of any travel agent, agency or broker.
- **35.** *Terrorism* or any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
- 36. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).

#### The following additional exclusions are also applicable to Baggage benefits:

- 37. Property illegally acquired, kept, stored, or transported.
- **38.** The purchase or replacement cost (prescribed or not) for loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
- **39.** Loss or damage resulting from moths, vermin, deterioration or wear and tear
- 40. Loss or damage caused by any imprudent action or omission by you.
- Loss or damage by theft from an unattended vehicle unless it was locked and there was visible evidence of forced entry.
- 42. Belongings insured under another insurance policy.
- 43. Jewellery, camera, camera equipment and sports equipment while held by a common carrier.
- 44. Animals, money and currency, credit cards, securities, tickets (except as provided under Benefit Baggage #23 - Lost or Stolen Travel Tickets), documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.

- 45. Your commitment of or attempt to commit an illegal or a criminal act.
- 46. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical, or biological).

### The following additional exclusions are also applicable to Accidental Death & Dismemberment benefits:

Sickness, disease, or disability whether the loss or claim results directly or indirectly from any of these:

- 47. Mental incapacity whether the loss or claim results directly or indirectly from any mental incapacity.
- **48.** Sustained while *you* are undergoing the medical or surgical treatment of *sickness*, disease, or bodily or mental infirmity.
- **49.** Stroke or cerebrovascular condition, cardiovascular condition including, but not limited to, myocardial infarction or heart attack, coronary thrombosis, aneurysm.
- 50. Travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if you are:
  - a. riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
  - **b.** performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft.
- 51. Infections of any kind regardless of how contracted, except bacterial infections that are directly caused by botulism, ptomaine poisoning or an accidental cut or wound independent and in the absence of any underlying sickness, disease or condition including but not limited to diabetes.
- **52.** 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 with intent to cause harm or not.
- 53. Natural causes.

### **SECTION V - THIRD PARTY LIABILITY**

Coverage applies to accidents that occur within your host country during the stated coverage period, as indicated on your StudyInsured" wallet card. This Policy covers an accident that results in the death of or injury to another person other than you and/or an immediate family member. It also covers damage/destruction to property not belonging to you where, as a result of the accident, a claim or claims are brought against you by any third party on the grounds of statutory liability in the jurisdiction where the accident occurred. Coverage is up to the Benefit Maximum of \$250,000 per 365 day period and is subject to a deductible of \$150 per claim.

### Host Family Homeowner/Other Applicable Insurance Coverage:

This coverage applies while *you* are residing in *your* host country. If an *accident* results in an eligible claim under a valid and collectable homeowner's insurance policy of *your* family or similar insurance policy covering property damage to *your* Temporary residence, we will pay the loss incurred up to the amount of the deductible under *your* host family's homeowner's insurance policy (or similar insurance policy), not to exceed \$250,000 per 365 day period. If no other collectible insurance exists, the maximum we will pay under this coverage section is \$250,000. We will pay the benefit

pursuant to this provision only after you have submitted to us due proof of property damage amount which was incurred. You are covered up to the Benefit Maximum for:

- Compensation you must pay, as approved by the Company, for any settlement or legal verdict; and
- Associated legal fees pre-approved by the Company for your representation in any legal proceedings. Legal representation must be by a person or persons other than an immediate family member and pre-approved by us.

The Company's maximum liability for any negotiated settlement or court ordered award is the lowest of:

- The negotiated settlement or court ordered award plus all associated legal costs and disbursements; or
- 2. The Benefit Maximum.

### **SECTION VI - THIRD PARTY LIABILITY CONDITIONS AND LIMITATIONS**

- This insurance is valid only when enrolled in conjunction with a StudyInsured Student Health Insurance Policy.
- No admission, offer, promise or indemnity shall be made without Our written consent or approval. The Company shall be entitled to take over and conduct the defense and settlement in your name at its own discretion.
- 3. You are obligated to take all possible steps to prevent and minimize the loss including contacting an Emergency Assistance provider as soon as practically possible and supplying all information in respect of the circumstances surrounding a claim.
- 4. You shall provide all the information and assistance that is required by the Company. You shall provide the Company with copies of all letters, writs, summons and materials received by you.
- We may, at Our sole discretion in respect of any occurrence or occurrences covered by this section of the Policy, pay to you the Benefit Maximum applicable of such occurrence or
- occurrences, less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrence(s) can be settled. We shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of legal costs and disbursements, which have been preapproved by us.
- 6. Benefits payable are in excess of any homeowner, tenant, other insurance and all other sources of recovery. If any other insurance is available to *you*, *your* host family, or any third party for a covered loss under this section of the Policy, Our obligations under this Policy are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance other than deductible coverage up to \$1,000 as described above.
- 7. To qualify for benefits under this section, you must contact the Emergency Assistance Provider at the time you are first advised of legal action and or a claim against you. You can contact the Emergency Assistance Provider at the telephone numbers located within this Policy.

### **SECTION VII - THIRD PARTY LIABILITY EXCLUSIONS**

In addition to the General Exclusions within this policy (see SECTION IV - EXCLUSIONS), there is also no coverage and no benefits will be payable for any claims presented under this section resulting from:

- 1. any damage that is due to wear or tear;
- 2. damage caused by animals where you are owner and/or custodian;
- 3. property that you sell, rent, lease or lend for use by third parties;
- 4. the transmission of illness or communicable disease by you or transmission of or infection by, or the testing or the failure to test for the presence of Acquired Immune Deficiency Syndrome (AIDS), any AIDS related Virus or any other disease transmitted through sexual contact or another person's body fluid;
- 5. your participation in riot or insurrection;
- 6. injury or property damage arising out of the ownership, operation or use of:
  - a. any automobile;
  - b. any type of land vehicle including off road vehicles, snowmobiles, mopeds, motorbikes;
  - c. any water craft;
  - d. any aircraft or anything that flies; and
  - e. any motorized equipment;
- 7. the use of any weapons
- any liability assumed by you under any contract or agreement including interest penalties
  and debts except for those contracts where you would be otherwise liable for damages;
- a sexual assault, abuse, corporal punishment, molestation, physical or mental abuse, or similar criminal behavior that was threatened, committed or alleged to have been committed, in whole or in part, by you;
- 10. any injury or property damage arising from the abuse of alcohol or misuse of intoxicants, narcotics, or addictive drugs or their derivatives as well as impairments due to such means, irrespective of whether they were directly or indirectly responsible for damages incurred; misuse of medical preparations, mental eating disorders, or weight loss problems; and
- the occupation or ownership of any land or building except any building you temporarily occupy/reside during the coverage period.
- 12. This policy will not provide any legal defense for any criminal act, or any intentional act either alleged or proven.
- 13. You have a responsibility to provide full co-operation in the defense of any claim brought against you. If you return to your home country, you are still responsible to provide full

- cooperation in the defense of the claim. Failure to co-operate will result in a breach of this policy and will in turn result in the refusal to provide a defense and/or indemnity of the policy coverage. You will be provided 2 notifications of breach of co-operation and if you fail to respond to these notifications, the coverage will be withdrawn and the policy will be cancelled. When you depart your host country you will be responsible to notify us of the change in address if a claim has been brought forward against you.
- 14. This policy will not respond to a claim for any of your immediate family members.
- **15.** This policy will not respond to a claim for anyone working or employed by *you*, regardless of whether compensation has been provided.
- 16. This policy does not respond to any claim brought forward that includes punitive or exemplary damages.

### Cyber/Data Exclusion

This insurance does not apply to:

- a. Liability for:
  - $\textbf{i.} \quad \text{erasure, disruption, corruption, misappropriation, misinterpretation of } \textit{data};$
  - erroneously creating, amending, entering, deleting or using data; including any loss of use arising therefrom;
- b. Personal injury arising out of the distribution, or display of data, by means of an Internet website, the Internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data.

### Additional Definition

The following definition is added to Insuring Agreement SECTION II - DEFINITIONS:

**Data** means representations of information or concepts, in any form. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### **Trampoline Activities Exclusion**

It is understood and agreed that such insurance afforded by this policy shall not apply to any trampoline activities, not limited to but including training, teaching, practicing or utilizing a trampoline or similar equipment. The term trampoline also includes all similar use equipment and trampoline pits. The Trampoline exclusion does not apply to any trampoline or similar equipment with a diameter of 40 inches or less. It is further understood and agreed that the *insurer* shall not have any duty to defend any suit against *you* seeking damages on account of any such *injury* as a result of participating in trampoline activities. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

#### **Fungi and Fungal Derivatives Exclusion Endorsement**

This insurance does not apply to:

- Bodily *injury*, property damage, personal injury, advertising injury or medical payments or any other cost, loss or expense incurred by others, arising directly or indirectly, from the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, presence of, spread of, reproduction, discharge or other growth of any *fungi* or *spores* however caused, including any costs or expenses incurred to prevent, respond to, test for, monitor, abate, mitigate, remove, cleanup, contain, remediate, treat, detoxify, neutralize, assess or otherwise deal with or dispose of *fungi* or *spores*;
- any supervision, instructions, recommendation, warnings, or advice given or which should have been given in connection with the testing for, assessment, monitoring, removal, abatement, mitigation, treatment, detoxification or neutralization of *fungi* or *spores*; or
- any obligation, whether imposed under statute or common law to share damages with to pay or repay someone else who must pay damages because of the injury, damage or activity referred to in a. or b. above.

This exclusion applies regardless of the cause of the loss or damage, other causes of the *injury*, damage, expense or costs or whether other causes acted concurrently or in any sequence to produce the *injury*, damage, expenses or costs. This exclusion does not apply to claims arising solely from the presence of bacteria in food products manufactured, sold, distributed or served by you

Additional Definitions
The following definitions are added to Insuring Agreement SECTION II - DEFINITIONS:

Fungi includes, but is not limited to, any form or type of mould, yeast, mushroom, mildew, wet or dry rot, or bacteria whether or not allergenic, pathogenic or toxigenic, and any substance, vapour or gas produced by, emitted from or arising out of any *fungi* or *spore*s or resultant mycotoxins, allergens, or pathogens.

Spores includes, but is not limited to, any reproductive particle or microscopic fragment produced by, emitted from or arising out of any fungi. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

#### **Total Asbestos Exclusion**

This insurance shall not apply to and does not cover any actual or alleged liability for any claim in respect of loss, damage, cost or expense directly or indirectly caused by, resulting from, or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity. This exclusion applies regardless of any other contributing or aggravating cause or event that contributes concurrently or in any sequence to the loss, damage, cost or expense. It is further understood and agreed that the *insurer* shall not have any duty to defend any suit against *you* seeking damages. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

#### **English Language Policy Wording Acknowledgement Form**

It is hereby understood and agreed that the policy and policy wordings as agreed upon by you and conveyed to you by the retail broker, shall be provided in English language only. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### **Punitive and/or Exemplary Damages Exclusion Clause**

Regardless of any other provision of this insurance, this insurance does not apply to punitive or exemplary damages. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### **Policy Disputes**

Any dispute concerning coverage under this policy and/or the interpretation of the Terms, Conditions, Limitations and/or Exclusions contained herein is understood and agreed by both you and the insurer to be subject to the law and jurisdiction of the state where this policy was issued. Each party agrees to submit to the jurisdiction of any court of competent jurisdiction within the state as determined by the relevant laws and to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be deemed in accordance with the law and practice of such Court which shall have exclusive jurisdiction. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### **Additional Insureds Certificate Holders Endorsement**

It is hereby understood and agreed that the retail broker has authority to issue certificates of insurance for United States domiciled landlords, government departments, municipalities and or school boards. The certificate issued by the retail broker will add the party as additional insureds or a loss payee to the policy but only with respect to liability arising out of the named insured's premises or operations. No certificates can be issued by the retail broker for any foreign company, government, landlord, corporate entity, individual or any organization that is outside of United States Jurisdiction. Except for non-payment of premium, should any of the policies described herein be cancelled by the *insurer* before the expiration date thereof, the *insurer* will provide 30 days notice of cancellation to certificate holders, who have been granted such notice, and whose names and addresses are on file with the *insurer* as provided by the broker at the time of notice. It is hereby understood and agreed that the retail broker has authority to issue certificates of addresses are on file with the insurer as provided by the broker at the time of notice. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

### Illegal Substance and Illegal Activity Exclusion

It is hereby understood and agreed that this insurance excludes all liability arising from:

a. loss or damage however caused which results, directly or indirectly, from any illegal substance activity regardless of your being unaware or able to control such activity.

It is further understood and agreed that the *insurer* shall not have any duty to defend any suit against you or additional insured seeking damages.

### Additional Definitions

The following definitions are added to Insuring Agreement SECTION II - DEFINITIONS:

Illegal Substance means any substance that is not legal for you or any other party of interest, your employees or agents or any person to whom *your* property may be entrusted, to possess, obtain, produce, provide, sell, traffic or use, and includes any controlled substance enumerated in Schedule of the Controlled Drugs and Substances Act currently in force.

Illegal Substance Activity means any activity relating to the growing, propagating or harvesting, manufacturing, distributing, storing or selling of any illegal substance. Except as otherwise provided in this endorsement all the conditions, limitations, and other terms of this policy shall have full force and effect.

#### War and Terrorism Exclusion Endorsement

Notwithstanding any provisions to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amount to an uprising, military or usurped power; or
- 2. any act of terrorism.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 1 and/or 2 above.

If the *insurer* alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon *you*.

#### **Additional Definition**

The following definition is added to Insuring Agreement SECTION II - DEFINITIONS:

**Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

### **Nuclear Incident Exclusion Clause**

It is agreed that this policy does not apply:

- a. to liability imposed by or arising from any nuclear liability act, law or statute, or any law amendatory thereof; nor
- **b.** to *injury* or property damage with respect to which *you* are also insured under a contract of nuclear energy liability insurance (whether *you* are unnamed in such contract and whether or not it is legally enforceable by you) issued by any other insurer or group or pool of insurers, or would be insured under any such policy but for its termination upon exhaustion of its limit of liability; nor
- **c.** to *injury* or property damage resulting directly or indirectly from the *nuclear energy hazard* arising from:
  - i. the ownership, maintenance, operation or use of a nuclear facility by or on behalf of you;
  - the furnishing by you of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
  - the possession, consumption, use, handling, disposal or transportation of *fissionable* substances, or of other radioactive material (except radioactive isotopes, away from a nuclear facility, which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose) used, distributed, handled, or sold by you.

With respect to property, loss of use of such property shall be deemed to be property damage.

### **Additional Definitions**

The following definitions are added to Insuring Agreement SECTION II - DEFINITIONS:

Nuclear Energy Hazard means the radioactive, toxic, explosive or other hazardous properties of radioactive material.

**Radioactive Material** means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances which may be designated by or pursuant to any law, act or statute, amendatory thereof as being prescribed substances capable of releasing atomic energy, or as being requisite for the production use or application of atomic energy.

### Nuclear Facility means:

- a. any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
- b. any equipment or device designed or used for:
  - i. separating the isotopes of plutonium, thorium and uranium or any one or more of them,
  - ii. processing or utilizing spent fuel, or
  - iii. handling, processing or packaging waste:
- any equipment or device used for the processing, fabricating or alloying of plutonium, thorium or uranium enriched in the isotope uranium 233 or in the isotope uranium 235, or any one or more of them if at any time the total amount of such material in *your* custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

Fissionable Substance means any prescribed substance that is, or from which can be obtained, a substance capable of releasing atomic energy by nuclear fission.

### **SECTION VIII - CLAIM PROCEDURES**

This policy provides worldwide emergency assistance for insured persons while in the United States, or on an excursion, except where local conditions render such assistance not feasible. In the event of sickness or injury covered by this policy requiring hospitalization, surgery, major diagnostic testing, or any medical treatment outside of the United States, StudyInsured™ Assistance must be notified within 48 hours from the time of emergency. If StudyInsured™ Assistance is not informed, this could result in the denial of claims for some expenses and some expenses being only partially covered. In the event of a medical *emergency you* or someone acting on *your* behalf must call one of the worldwide telephone numbers listed below:

U.S. and Canada **1-833-366-0874** Elsewhere **1-416-987-0874** Collect

It is your responsibility to ensure that StudyInsured<sup>m</sup> Assistance is contacted or to inform someone on your behalf to do so. If StudyInsured<sup>m</sup> Assistance is not contacted within 48 hours, benefits under this policy may be limited.

### 2. Notice and Proof of Claims

StudyInsured™ Assistance will coordinate services and billings with providers to ensure direct billing of your expenses where available and when notified accordingly. In such instances you will only be required to complete a claim form to authorize the sharing of their personal information. If you pay directly for medical services and need to seek reimbursement, you or someone acting on your behalf must retain all original itemized invoices and receipts from all medical providers, original

prescription receipts, and any other original claim documents to substantiate any eligible expenses. Claims may be filed by electronic claims submission or by mail to:

## StudyInsured™ Assistance - Claims Administration

150 King Street West, Suite 602, PO Box 75 Toronto, Ontario (Canada) M5H 1J9

1-866-883-9485 or 416-640-7862 | studentclaims@studyinsured.com | www.studyinsured.com

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

Claim documents must be received within the following timelines in order for your claim to be eligible:

- a. within 365 days from the date of the sickness or injury, furnish to us such proof of claim as is reasonably possible in the circumstances of the happening of the sickness or injury occasioned thereby during the coverage period; and
- **b.** if so required by us, furnish a certificate as to the cause and nature of the accident or injury caused thereby, for which the claim is made and as to the duration of the *injury* or *loss*, from a legally qualified medical practitioner.

### 3. Notice of Claim After Your Policy Ends

We must receive your claim within twelve (12) months of the date your policy ended. We will not pay any claim we receive more than twelve (12) months after the date your policy ended, regardless of when the eligible expense was incurred.

### **SECTION IX – GENERAL PROVISIONS AND LIMITATIONS**

#### Pre-Approval Requirements

StudyInsured™ Assistance must approve in advance any surgery, invasive procedure, *major diagnostic testing* or major *medical treatments*, or *medical treatment* outside of the United States before any expenses are incurred. It remains *your* responsibility to contact StudyInsured™ Assistance for approval or to inform someone on your behalf to do so, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis. If such services are not pre-approved then notification must be received within 48 hours otherwise 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. In some cases, the approval must be provided by us before any expenses are incurred.

#### 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.

### Pre-Approval Requirements

StudyInsured™ Assistance must approve in advance any surgery, invasive procedure, major diagnostic testing or major medical treatments, or medical treatment outside of the United States before any expenses are incurred. It remains your responsibility to contact StudyInsured™ Assistance for approval or to inform someone on your behalf to do so, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis. If such services are not pre-approved then notification must be received within 48 hours otherwise 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. In some cases, the approval must be provided by us before any expenses are incurred.

#### Clerical Error

rical 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 state where this policy was issued. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the state 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, or state

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.

#### **Limitation of Benefits**

StudyInsured<sup>IN</sup> Assistance on behalf of the *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any *hospital* or to transport *you* to the United States or *your home* country following an emergency. If you refuse to be transferred or transported when declared medically *fit to travel* by the medical director, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon vour refusal and no coverage will be provided to you for the remainder of the coverage period.

## Limits on Assistance Services

StudyInsured™ Assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inacc StudyInsured™ Assistance will use its best efforts to provide services during any such occurrence.

#### Availability and Quality of Care

Neither the *insurer* nor StudyInsured™ Assistance shall be responsible for the availability or quality of any *medical treatment* (including the results thereof) or *your* failure to obtain *medical treatment* during the coverage period.

**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 state laws that apply to this policy.

### Refunds

In the event that you have cancelled your trip, you have been denied entry to the United States, or that you return permanently to your home country, 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. Refunds will be subject to any applicable refund rules of the *educational institution* and/or a \$25 administration fee. Full refunds will only be granted if requested before the start date of the policy or within thirty (30) days of denied entry to the United States.

#### 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.

#### **SECTION X - STATUTORY CONDITIONS**

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 *you* 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

You, 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 state, or
  - ii. by delivery thereof to an authorized agent of the insurer in the state,

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,
  - 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.

### 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

- 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.

### **SECTION VIII - ABOUT YOUR PERSONAL INFORMATION**

Lloyd's Underwriters place 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, StudyInsured™ Assistance and the insurer may collect your personal health information held by a third party. This information may be released to employees of StudyInsured™ Assistance 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:

### https://www.lloyds.com/common/privacy-notices

To see StudyInsured™s privacy policy, please visit: www.studyinsured.com/privacy

Underwritten by certain Lloyd's Underwriters



Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

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