



Berkley Group Sports Travel Medical Insurance Master Policy

Policyholder Name: Canadian Water Polo Association Inc. – Water Polo Canada
Address: 1A – 1084 Kenaston Street
Ottawa, Ontario K1B 3P5
Policy Number: 224468005
Policy Effective Date: August 31, 2015
Policy Expiry Date: August 30, 2016

All dates become effective at 12:01 a.m. Standard Time, at the address of the *policyholder*.

Premium Due Date: Policy Effective Date

The *insurer*, in consideration of the payment of premium as herein provided and the statements made in the attached Master Application for this policy, hereby contracts with the *policyholder* and agrees to provide the benefits specified herein in accordance with the provisions of this policy.

The travel insurance under this policy is designed to cover losses arising from sudden and unforeseeable circumstances occurring while an *insured person* is temporarily travelling outside his/her province or territory of residence. The *insurer* has contracted Intrepid 24/7 (hereinafter called *The Assistance Company*) to provide medical assistance and claims services under this policy in the event of such circumstances.

This is a non-participating policy and as such, the *policyholder* shall not take part in the distribution of the *insurer's* surplus.

Any notice to the *insurer* may be validly given to the undersigned. In witness whereof this policy has been signed, as authorized by the *insurer*, Berkley Canada (a W. R. Berkley Company).

Per:

President
Berkley Canada

The *policyholder* 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 *The Assistance Company*.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

POLICY SCHEDULE

Policy Holder Name	Canadian Water Polo Association Inc. Water Polo Canada
Policy Number	224468005
Applicable Tax	8%
Commission Rate	25%
Overall Maximum per Insured Person Per Trip	\$5,000,000 CAD
Termination Age	65 Years
Coverage Period	30 days per trip
Policy Changes	Exclusion #17 is hereby amended to allow coverage while the <i>insured</i> is participating in Water Polo Canada events.

ELIGIBILITY

Participant Coverage

To be covered under this policy as a *participant*, a person must meet the following eligibility requirements:

1. be a Canadian resident covered under a *government health insurance plan*; and
2. be younger than the *termination age*; and
3. be travelling on a *trip* sanctioned by the *policyholder* as a registered athlete, coach, chaperone or volunteer; and
4. be on the list of members entitled to coverage provided to the *insurer* by the *policyholder*.

INSURING AGREEMENT

1. In consideration of having paid the required premium in full this policy provides coverage up to \$5,000,000CAD per *insured person*, per *trip* for *reasonable and customary costs* incurred by the *insured* as a result of an *emergency* due to sudden and unforeseen *sickness* and/or *injury* occurring during the coverage period *while travelling outside of his/her province or territory or residence* and in excess of those covered by any other plan of insurance under which the *insured person* may have coverage.
2. Subject to all terms and conditions of the policy, the benefits are payable to the maximum of the sum insured for services that are *medically necessary*. Benefit limits are per *insured person*, per *trip* including any extension.
3. The *insurer* reserves the right to decline any application or any request for an extension.
4. Only one policy can be issued to the *insured person*. When more than one policy of this form is issued by the *insurer* and is in force with respect to an *insured person* at the time of claim, only one such policy, the earliest by effective date, will apply.

DURATION OF COVERAGE

Effective Date of Coverage

Participant coverage will become effective on the later of:

1. the date this policy becomes effective; or
2. the date the *participant's* becomes a member entitled to coverage under this insurance.

Coverage for each *trip* begins on the *departure date*.

Termination of Coverage

Participant coverage will terminate immediately upon the first to occur of:

1. the date the *participant* ceases to meet the eligibility requirements for *participant* coverage; or

2. the date the premium is due but not paid, except where this is the result of a clerical error; or
3. the date this policy is terminated.

Coverage for each *trip* ends on the earliest of:

1. the date this policy is terminated; or
2. the date the *participant* returns to his/her province or territory of residence; or
3. the date the *participant* exceeds 30 days outside of his/her province or territory of residence.

No coverage is in effect for a *trip* outside of an *insured person's* province or territory of residence that commenced prior to the effective date or extends beyond the expiry date of the Group Sports Travel Medical Insurance policy.

COVERAGE EXTENSION

Automatic Extension of Coverage: Upon notifying the *Assistance Company* the *coverage period* per *trip* will automatically be extended, without additional premium, up to 72 hours, provided the *participant* has not reached the *termination age*, if the *participant's* return to his/her province or territory of residence is delayed beyond the *coverage period* due to any of the following reasons:

- a) Delay beyond the *participant's* control of the *vehicle*, airline, bus, train, or government-operated ferry system in which the *participant* is riding or are scheduled to ride as a passenger. The delay must occur before the scheduled return date and the conveyance must be due to arrive prior to the schedule return date.

- b) Medical evidence supports that the *participant* is medically unfit to travel due to a covered *sickness* or *injury* on the scheduled return date.
- c) The *participant* is *hospitalized* at the end of his/her *trip* as a result of a covered *sickness* or *injury*. Coverage extends for the period of *hospitalization* and the 72 hours commences upon release from the *hospital*.

Note: All claims incurred after the scheduled return date must be supported by documented proof of the event resulting in the *participant's* delayed return. This benefit does not include costs associated with flight change.

BENEFITS

When a *participant* incurs eligible expenses as described in this section, the *insurer* will reimburse the *reasonable and customary costs* that are *medically necessary* up to \$5,000,000 CAD per *insured person*, per *trip*, subject to all policy limitations, exclusions and provisions.

Certain expenses, as specified below, are covered only with the prior approval of the *Assistance Company*.

1. **Hospital Accommodation:**
 - a) Charges up to the semi-private room rate charged by the *hospital*. If *medically necessary*, expenses for treatment in an intensive care or coronary care unit are also covered. If coverage terminates for any reason during the *hospital* stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for *in-patient* stays be covered for a period greater than 365 days per *insured person*.
 - b) Emergency room fees.
 - c) *Emergency* out-patient services provided by a *hospital* when *medically necessary*.
2. **Medical Services:**
 - a) *Medical treatment* by a legally licensed *physician*, surgeon, anaesthetist or registered graduate nurse (other than an *immediate family member*).
 - b) Blood plasma, whole blood or oxygen including their administration.
3. **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 authorized in advance by the *Assistance Company*.
4. **Prescriptions:** 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*, except when needed to stabilize a chronic condition or a medical condition which the *insured* had before the *trip*. This benefit is limited to \$10,000 and a 30-day supply per prescription, unless the *insured person* is *hospitalized*.
5. **Private Duty Nurse:** When approved in advance by the *Assistance Company* and prescribed by an attending *physician*, up to \$10,000 per *insured person* for the professional services of a registered private duty nurse (other than an *immediate family member*), as the result of a covered *emergency* when *medically necessary* and while *hospitalized*, or in lieu of *hospitalization*.
6. **Paramedical Services:** When approved in advance by the *Assistance Company*, the services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist, osteopath or acupuncturist, to a maximum of \$500 per *insured person*, per profession listed above.
7. **Dental Accidents:** When performed by a legally qualified dentist or oral surgeon, up to \$5,000 per *insured person* for *emergency* dental treatment 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.
Treatment must be initiated within 48 hours from the time the *emergency* began and be completed no later than 90 days after treatment began and during the *coverage period*.
8. **Medical Appliances:** When approved in advance by the *Assistance Company* and prescribed by the attending *physician*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair, not exceeding the purchase price.
9. **Ambulance Services:** Licensed ground ambulance service (including taxi fare in lieu of ambulance) to the nearest medical facility in an *emergency*.
10. **Transportation to Bedside:** When approved in advance by the *Assistance Company*, single round-trip economy airfare from Canada plus up to \$250 per day to a maximum of \$5,000 for the cost of meals and commercial accommodation for one person of the *insured's* choice to:
 - a) be with the *insured* if he/she has been *hospitalized* as the result of an *emergency*. To be payable, this benefit requires that the *insured* eventually be *hospitalized* as an *in-patient* for at least 3 consecutive days outside his/her province or territory of residence and that the attending *physician* provide written certification that the situation was serious enough to warrant the visit; or
 - b) identify the deceased *insured person* prior to the release of the body, where necessary.
11. **Emergency Air Transportation:** When approved and arranged in advance by the *Assistance Company* up to \$250,000 for:
 - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for immediate *emergency medical treatment*;
 - b) transport on a licensed airline with an attendant (when required) for the *insured person* to return to his/her province or territory of residence in Canada for immediate medical attention.
12. **Repatriation of Remains:** In the event of the death of an *insured person* as a result of a covered *accident* or unforeseen *sickness*:
 - a) up to a maximum of \$10,000 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to the *insured person's* permanent residence in Canada; or
 - b) up to \$5,000 for cremation and/or burial at the place of death.
The cost of the casket, urn or funeral is not covered.
13. **Meals and Accommodation:** When approved in advance by the *Assistance Company*, up to \$250 per day, to an overall maximum of \$5,000 per *trip* per *insured person*, for the cost of commercial accommodation and meals for the *insured* when the *trip* is extended beyond the last day of the *coverage period* due to the *insured person's* covered *sickness* and/or *injury*.
The fact that the *insured* is unable to travel must be certified by the attending *physician* and claims must be supported with original receipts from commercial organizations.
14. **Hospital Allowance:** Up to \$500 per *trip* for out-of-pocket expenses such as telephone charges, television rental, internet fees and parking while the *insured* is *hospitalized* for an *emergency* and the expenses are incurred as a direct result of such *hospitalization*.
15. **Vehicle Return:** When approved and arranged in advance by the *Assistance Company*, up to \$5,000 for the return of the *vehicle* to the *insured's* home in his/her province or territory of residence in Canada or the nearest appropriate rental agency, if neither the *insured* nor someone travelling with him/her, are able to operate the *vehicle*, whether owned or rented, during the *trip* due to *sickness* and/or *injury*.
Benefits will only be payable for a single person to return the *vehicle* and this benefit does not cover wages lost by the person driving the *vehicle*.
16. **Excess Baggage Return:** When approved and arranged in advance by the *Assistance Company*, up to \$500 for the cost of returning the *insured person's* excess baggage to the departure point in the event that the *insured* is returned to Canada under the Emergency Air Transportation benefit.

EXCLUSIONS

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

1. Any *sickness, injury* or medical condition that was not *stable* in the **90 days** prior to the *departure date*.
2. *Medical treatment* or services normally covered or reimbursable under a *government health insurance plan* or under other insurance the *insured person* might have.
3. Any medical condition for which, prior to the *departure date*, medical evidence suggests a reasonable expectation that treatment or *hospitalization* could be required while travelling.
4. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment, or that the *insured person* elects to have provided outside his/her province or territory of residence when medical evidence indicates that the *insured person* could return to his/her province or territory of residence to receive such treatment.
The delay to receive treatment in the *insured person's* province or territory of residence has no bearing on the application of this exclusion.
5. Any costs incurred due to an *insured person* travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as a *terminal illness* prior to the *departure date*.
6. Expenses incurred during a *trip* when the *trip* is undertaken specifically to obtain *medical treatment*, whether or not recommended by the *insured person's* attending *physician*.
7. Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges.
8. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this policy, renewal or inadequate supply or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
9. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
10. Expenses for any benefit or *medical treatment* that requires prior approval by the *Assistance Company* if such approval was not provided, except in extreme circumstances where such *medical treatment* is performed on an *emergency* basis immediately upon admission to *hospital*.
11. Any *medical treatment* of an *ongoing condition*, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care, or non-compliance with any prescribed medical therapy or treatment and *medical treatment* of an acute *sickness* and/or *injury* after the initial *emergency* has ended (as determined by the Medical Director of the *Assistance Company*).
12. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured* is *hospitalized*.
13. Loss, death or injury, if at the time of the loss, death or injury, evidence supports that the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant.
14. Routine pre-natal care; the *insured person's* pregnancy or childbirth or complications thereof when they happen in the 8 weeks before or after the expected date of delivery; a child born during the *trip*.
15. Committing or attempting to commit an illegal act or a criminal act.
16. Suicide, attempted suicide or self-inflicted *injury*, whether the *insured* is sane or insane.
17. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motor sport or motor racing; participation in any sport as a professional athlete (for which the *insured* is remunerated); scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
18. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
19. Travel to, from or through any country, region or city for which, prior to the departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of the *trip* if the loss is the result of the reason for which the warning was issued.
20. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
21. *Terrorism* or by 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.
22. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
23. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

DEFINITIONS

Certain italicized terms used in this policy are defined in this section.

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

Assistance Company means Intrepid 24/7, company designated by the *insurer* to provide *emergency* assistance services.

Departure Date means the date on which the *insured person* is scheduled to depart his/her province or territory of residence on a *trip*, or the date of the *insured person's* actual departure.

Emergency means an unexpected and unforeseen *sickness* or *injury* that requires immediate *medical treatment* for the relief of acute pain or suffering during the *coverage period*, other than experimental or alternative treatment, and such treatment cannot be delayed until the *insured person* returns to Canada.

Government Health Insurance Plan means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

Hospital means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and *in-patient* care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, or a facility

operated mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre or health spa.

Hospitalization or **Hospitalized** means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for whom admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means the *insured person's spouse*, natural or adopted child, step-child, parent, step-parent, legal guardian, legal ward, brother, sister, step-brother, step-sister, in-law, grandparent, grand-child, aunt, uncle, niece or nephew.

Injury means unexpected and unforeseen harm to the body that is caused by an *accident*, sustained by an *insured* during the *coverage period* and that requires *emergency* treatment that is covered by this policy.

Insured, Insured Person means the *participant* covered under this policy.

Insurer means Berkley Canada (a W. R. Berkley Company) who provides this insurance.

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*.

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 the condition of the *insured person* or quality of medical care;
- d) cannot be delayed until the *insured person* returns to his/her province or territory of residence in Canada.

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

Ongoing Condition means an acute *sickness* and/or *injury* that requires continuing care and/or treatment after the initial *emergency* has ended as determined by the Medical Director of the *Assistance Company*.

Participant means an eligible member whom the *policyholder* identifies as being entitled to coverage under this policy and for whom the *policyholder* has paid the required premium.

Physician means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than the *insured person* or an *immediate family member*.

Policyholder means the company or organization to which this policy is issued.

Reasonable and Customary Costs means costs that are incurred for approved, covered 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* and/or *injury*.

Sickness means a sudden and unforeseen disease or disorder of the body which results in loss during the *coverage period*. 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 to whom the *participant* is legally married or with whom the *participant* has been living with in a common-law relationship for at least the last 12 months.

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

Termination Age means the age stated in the Schedule of Benefits at which coverage terminates.

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 groups(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.

Trip means a journey undertaken by an *insured* to participate in an event sanctioned by the *policyholder*, which commences on the *departure date* and ends when the *insured* returns to his/her province or territory of residence.

Vehicle means an automobile, station wagon, mini-van, sports utility vehicle (for on-road use), motorcycle, pick-up truck or a mobile home, camper truck or trailer home under 11 meters (36 feet in length), used exclusively for the transportation of passengers other than for hire, in which the *insured* is a passenger or driver during the *trip*.

LIMITATIONS AND RESTRICTIONS

1. The *Assistance Company* 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 the *insured's* responsibility to inform his/her attending *physician* to call the *Assistance Company* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.
2. In the event of a medical *emergency*, the *insured* must notify the *Assistance Company* within 24 hours of admission to a hospital and before any surgery is performed.
If the *insured* fails to do so without reasonable cause, then the *insurer* will pay 80% of the claim payable. The *insured* will be responsible for the remaining 20% of the claim payable. The *insured* will be responsible for any expenses that are not payable by the *insurer*.

Limits on Assistance Services

3. The *Assistance Company* on behalf of the *insurer* reserves the right, as reasonably required and at its expense, to transfer the *insured* to any hospital or to transport *you* to Canada following an emergency. If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *the insured's* refusal and no coverage will be provided for the remainder of the *coverage period*.
4. The *Assistance Company* 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 inaccessible by the *Assistance Company*. The *Assistance Company* will use its best efforts to provide services during any such occurrence. The *insured* may contact the *Assistance Company* prior to departure to confirm coverage for the *insured trip*.

GENERAL PROVISIONS AND LIMITATIONS

AGGREGATE LIMIT

The total aggregate limit for all losses resulting from any one incident under all travel insurance policies underwritten by the *insurer* is \$20,000,000 CAD.

APPLICABLE LAW

This policy is governed by the law of the Canadian province or territory of residence of the *participant*. Any legal proceeding by the *insured person*, his/her heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *participant*.

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 the arbitration law in force in the Canadian province or territory of residence of the *participant*. The parties agree that any action will be referred to arbitration.

AVAILABILITY AND QUALITY OF CARE

Neither the *insurer* nor the *Assistance Company* shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the destination, or the failure of the *insured person* to obtain medical treatment during the *coverage period*.

CONFORMITY WITH LAW

Any provision of this policy which is in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

CURRENCY

All sums payable under this policy are in Canadian currency unless otherwise indicated. If an *insured person* has paid a covered expense in a currency other than Canadian currency, the *insured person* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

EVIDENCE OF AGE

The *insurer* reserves the right to request proof of age of any *insured person*.

EXAMINATION OF THE POLICY

The policy, including any endorsements, will be kept at the office of the *policyholder*. The *insured* may consult this policy during the regular business hours of the *policyholder*.

LIMITATION OF ACTIONS

Every action or proceeding against an *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act or any other applicable legislation.

LIMITATION OF BENEFITS

Once the *insured* is deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of the *Assistance Company* or by virtue of discharge from a medical facility, the *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

MISREPRESENTATION AND NON-DISCLOSURE

Coverage under this policy shall be voidable if the *insurer* determines, whether before or after loss, that the *insured* or the *policyholder* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or their interest therein, or if the *insured* or the *policyholder* refuse to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under this policy. Consequently and following a loss, no claim shall be payable by the *insurer* and the *insured* shall be solely responsible for all expenses relating to his/her claim, including medical repatriation costs.

BERKLEY INSURANCE COMPANY

NOTICE TO THE ASSISTANCE COMPANY

In the event of a *sickness* and/or *injury* likely to give rise to an *emergency*, the *insured* must give immediate notice to the *Assistance Company*. Failure to do so may limit the benefits payable under the policy. If the *insured* incurs any expenses without prior approval by the *Assistance Company*, such expenses will be covered except where the policy expressly requires the prior approval or authorization of the *Assistance Company*, on the basis of *reasonable and customary costs* that would have been payable for such expenses by the *insurer* in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount; therefore the *insured* will be responsible for paying any difference between the amount incurred and the *reasonable and customary costs* reimbursed by the *insurer*.

OTHER INSURANCE

If, at the time of loss, the *insured* has insurance from another source, or if there is another party responsible for benefits provided under this policy, the *insurer* will pay covered expenses only in excess of those covered by other insurance or other responsible party. This includes 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. If the other insurance is also excess only the *insurer* will coordinate payment of all eligible claims with the other insurer. All coordination 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 the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the *insurer* will coordinate benefits only above this amount.

The *insured* may not claim or receive in total more than 100% of the loss caused by the insured event.

OVERPAYMENT OF BENEFITS

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

PREMIUM PAYMENT

An initial deposit of the estimated premium is due on the effective date. Within 30 days of the end of the policy term, the *policyholder* must submit a complete listing of actual travel with a reconciliation of days of travel for final premium calculations.

PROTECTION OF PRIVACY

The *insurer* places great importance on the protection of privacy. Personal information will be collected, used and disclosed only for the purpose of providing the requested insurance services. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *insurer* may collect personal health information held by a third party. This information may be released to employees of the *Assistance Company* and the *insurer* for claims analysis.

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

REFUNDS

No refunds are available under this policy.

SUBROGATION

If an *insured person* suffers a loss covered under this policy, the *insurer* is granted the right from the *insured* to take action to enforce all his/her rights, powers, privileges, and remedies, to the extent of benefits paid under this policy, against any person, legal person or entity which caused such loss. Additionally, if "no fault" benefits or other collateral sources of payment of medical expenses are available to the *insured*, regardless of fault, the *insurer* is granted the right to make demand for, and recover, those benefits. If the *insurer* institutes an action it may do so at its own expense, in the name of the *insured person* and the *insured* will attend at the place of loss to assist in the action, in addition to providing the *insurer* all information, cooperation and assistance as the *insurer* may reasonably require. If the *insured person* institutes a demand or action for a covered loss, the *insured* shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. The *Insured* shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.

TRANSFER OR MEDICAL REPATRIATION

During an *emergency* (whether prior to admission or during a covered *hospitalization*), the *insurer* reserves the right to:

- a) transfer the *insured* to one of the *Assistance Company's* preferred health care providers, and/or
- b) return the *insured* to his/her province or territory of residence

for the medical treatment of a *sickness* and/or *injury* where this poses no danger to the life or health of the insured.

If the *insured* chooses to decline the transfer or return when declared medically stable by the Medical Director of the *Assistance Company*, the *insurer* will be released from any liability for expenses incurred for such *sickness* and/or *injury* after the proposed date of transfer or return. The *Assistance Company* will make every provision for the *insured's* medical condition when choosing and arranging the mode of the transfer or return and, in the case of a transfer, when choosing the *hospital*.

STATUTORY CONDITIONS

Notwithstanding any other provision herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of accident insurance.

THE CONTRACT

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

WAIVER

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

COPY OF APPLICATION

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

MATERIAL FACTS

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

NOTICE AND PROOF OF CLAIM

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

- a) give written notice of claim to the *insurer*,
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the *insurer* in the province, or
 - ii. by delivery thereof to an authorized agent of the *insurer* in the province,
not later than 30 days from the date a claim arises under the contract on account of an *accident*, *sickness* or disability;
- b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
 - i. the happening of the *accident* or the start of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,
 - iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and

- c) 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

1. 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
2. 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 1 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 his or her 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 *insured person* when and as often as it reasonably requires while the claim is pending, and
- b) in the case of death of the *insured person* 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.

INTERNATIONAL ASSISTANCE SERVICE

The Assistance Company is available to take calls, 24 hours a day, 7 days a week.

In the event of an emergency please contact the Assistance Company immediately at:

1-800-203-8508

toll-free from Canada and the USA

+1-416-646-3107

collect where available

Emergency Call Centre — No matter where the *insured person* travels, professional assistance personnel are ready to take calls 24 hours a day, 7 days a week. The *Assistance Company* can also provide *the insured* with Canada Direct instructions and codes to only deal with Canadian telephone operators.

Referrals — The *Assistance Company* can refer the *insured* to the preferred medical providers (*hospitals*, clinics and *physicians*) that are closest to where the *insured* is staying. With a referral, it is less likely that the *insured* will have to pay for services out of pocket.

Benefit Information — Explanation of this policy is available to the *insured* and to the medical providers who are treating the *insured*.

Medical Consultants — The *Assistance Company's* team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, *The Assistance Company* will help the *insured* return to Canada for the care required.

Urgent Message Relay — In the event of a medical *emergency*, the *Assistance Company* will contact the *insured person's* will help the *insured person* exchange important messages with family.

Interpretation Service — The *Assistance Company* can connect the *insured* to a foreign language interpreter when required for *emergency* services in foreign countries.

Direct Billing — Whenever possible, the *Assistance Company* will instruct the *hospital* or clinic to bill the *insurer* directly.

Claims Information — The *Assistance Company* will answer any questions the *insured* has about the eligibility of his/her claim, standard verification procedures and the way that the benefits under this policy are administered.

The *Assistance Company* must be contacted before the *insured* seeks *medical treatment*. If unable to do, then someone else must contact the *Assistance Company* immediately on behalf of the *insured*. It is the *insured's* responsibility to ensure that the *Assistance Company* has been contacted prior to receiving *medical treatment* or as soon as reasonably possible.

CLAIMS

CLAIMS PROCEDURES

The *Insure* is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the *insured* must:

- a) complete and submit a claim form for each new *sickness* or *injury*;
- b) submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*;
- c) provide original prescription drug receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost;
- d) provide proof of *departure date(s)* and return date(s);

- e) provide written proof of claim within 90 days of the date of receipt of services covered under this policy;
- f) provide additional information pertinent to the *insured person's* claim, as may be required by the *Assistance Company* after receipt of the claim;
- g) sign and return the authorization form, provided by the *Assistance Company*, allowing the *insurer* to recover payment from the Canadian provincial or territorial *government health insurance plan*. The *insurer* will coordinate and pay the *insured person's* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on behalf of the *insured*; and
- h) return the unused portion of *the insured person's* air ticket to the *Assistance Company*, if the Emergency Air Transportation benefit is used.

All pertinent documents should be sent to the *Assistance Company*.

IDENTIFICATION OF INSURER

Underwritten by:

Berkley Canada (a W. R. Berkley Company)
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8

Claims Administered by:

Intrepid 24/7
460 Richmond Street West
Suite 100
Toronto, Ontario M5V 1Y1

Please contact the *Assistance Company* for emergency assistance, medical management, coordination of benefits and to arrange direct billing with a healthcare provider.

1-800-203-8508
toll-free from Canada and the U.S.A.

+1-416-646-3107
Collect where available