

**STUDENT ACCIDENT INSURANCE**

Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder"):  
MSH INTERNATIONAL (CANADA) LTD., 2900, 605 - 5th Avenue S.W  
Calgary, Alberta T2P 3H5 Canada

**Policyholder:** Student Accident  
Insurance by StudyInsured  
**Address:**

**INTERNAL POLICY NO.:** BA1059  
**BINDER YEAR:** 2022

**BINDING AGREEMENT NO.** PM8277422

**POLICY TERM:**

August 1, 2022 – July 31, 2023

(Both days inclusive, local standard time at the address of the policyholder).

**SUMMARY OF ELECTED BENEFITS**

Travel	Please refer to Policy for detail
Critical Illness	Please refer to Policy for detail
Accidental Death	Please refer to Policy for detail
Disability	Please refer to Policy for detail
Dental Treatment	Please refer to Policy for detail
Loss of Limb or Use	Please refer to Policy for detail
Fracture or Dislocation	Please refer to Policy for detail
Medical Treatment & Transportation	Please refer to Policy for detail
Medical Equipment	Please refer to Policy for detail
Currency	CAD (Canadian Dollars)
Geographical Area of Coverage:	Worldwide

**The insurance contract consists of this Declarations page, as well as all coverage wordings, riders or endorsements that are attached hereto.**

**The Insurers Code of Consumer Rights & Responsibilities**

The Insurers are committed to safeguarding Your rights when You shop for insurance and when You submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between You and Your Insurers and the insurance laws of Your province/territory. With rights, however, come responsibilities including, for example, the expectation that You will provide complete and accurate information to the Insurers. Your Policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that Your rights are protected.

**Right to Be Informed**

You can expect to access clear information about Your Policy, Your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet Your needs. You also have a right to know how Insurers calculate price based on relevant facts. Under normal circumstances, Insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a Policy within a reasonable prescribed period prior to the expiration of the Policy, if the customer provides information

required for determining renewal terms of the Policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the Policy.

You have the right to ask who is providing compensation to Your broker or agent for the sale of Your insurance. Your broker or agent will provide information detailing for You how he or she is paid, by whom, and in what ways.

You have a right to be told about Insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom You deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

### **Responsibility to Ask Questions and Share Information**

To safeguard Your right to purchase appropriate coverage at a competitive price, You should ask questions about Your Policy so that You understand what it covers and what Your obligations are under it. You can access information through one-on-one meetings with Your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits Your insurance needs. To maintain Your protection against loss, You must promptly inform Your broker or agent of any change in Your circumstances.

### **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If You have a complaint about the service You have received, You have a right to access Lloyd's Underwriters' complaint resolution process for Canada. Your agent or broker can provide You with information about how You can ensure that Your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Lloyd's is a member of an independent complaint resolution office, the General Insurance OmbudService ([www.giocanada.org](http://www.giocanada.org)).

### **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

### **Right to Professional Service**

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve You.

### **Right to Privacy**

Because it is important for You to disclose any and all information required by an Insurer to provide the insurance coverage that best suits You, You have the right to know that Your information will be used for the purpose set out in the privacy statement made available to You by Your broker, agent or insurance representative. This information will not be disclosed to anyone except as permitted by law. You should know that the Insurers are subject to Canada's privacy laws with respect to their business in Canada.

10/12  
LSW1565C

## **LLOYD'S UNDERWRITERS' POLICYHOLDERS' COMPLAINT PROTOCOL**

Lloyd's strives to enhance Your customer experience with us through superior service and innovative insurance products.

We have developed a formal complaint handling protocol in accordance with the Insurance Companies Act of Canada to ensure Your concerns as our valued customer are addressed expeditiously by our representatives. This protocol will assist You in understanding the steps we will undertake to help resolve any dispute which may arise with our product or service. All complaints will be handled in a professional manner. All complaints will be investigated, acted upon, and responded to in writing or by telephone by a Lloyd's representative promptly after the receipt of the complaint. If You are not satisfied with our products or services, You can take the following steps to address the issue:

- Firstly, please contact the broker who arranged the insurance on Your behalf about Your concerns so that he or she may have the opportunity to help resolve the situation.
- If Your broker is unable to help resolve Your concerns, we ask that You provide us in writing an outline of Your complaint along with the name of Your broker and Your Policy number.

Please forward Your complaint to:

### **Lloyd's Underwriters**

Attention: Complaints Officer

1155 rue Metcalfe, Suite 2220, Montréal (Québec) H3B 2V6

Tel: 1-877-455-6937 Fax: (514) 861-0470

Email: [lineage@lloyds.ca](mailto:lineage@lloyds.ca)

Your complaint will be directed to the appropriate business contact for handling. They will write to You within two business days to acknowledge receipt of Your complaint and to let You know when You can expect a full response. If need be, we will also engage internal staff in Lloyd's policyholder and Market Assistance Department in London, England, who will respond directly to You, and in the last stages, they will issue a final letter of position on Your complaint.

In the event that Your concerns are still not addressed to Your satisfaction, You have the right to continue Your pursuit to have Your complaint reviewed by the following organizations:

**General Insurance OmbudService (GIO)** assists in the resolution of conflicts between insurance customers and their insurance companies. The GIO can be reached at:

Toll free number: 1-877-225-0446

[www.giocanada.org](http://www.giocanada.org)

**For Québec clients:**

**Autorité des marchés financiers (AMF)**. The regulation of insurance companies in Québec is administered by the AMF. If You remain dissatisfied with the manner in which Your complaint has been handled, or with the results of the complaint protocol, You may send Your complaint to the AMF who will study Your file and who may recommend mediation, if it deems this action appropriate and if both parties agree to it. The AMF can be reached at:

Toll Free: 1-877-525-0337

Québec: (418) 525-0337

Montréal: (514) 395-0311

[www.lautorite.qc.ca](http://www.lautorite.qc.ca)

If You have a complaint specifically about Lloyd's Underwriters' complaints handling procedures You may contact the Financial Consumer Agency of Canada (FCAC).

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to bank and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6<sup>th</sup> Floor, Ottawa ON K1R 1B9

Service in English: 1-866-461-FCAC (3222)

Service in French: 1-866-461-ACFC (2232)

[www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca)

07/12

LSW1542F

## NOTICE CONCERNING PERSONAL INFORMATION

### How we use Your information

By purchasing insurance from certain underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- The communication with Lloyd's policyholders
- The underwriting of policies
- The evaluation of claims
- The detection and prevention of fraud
- The analysis of business results
- Purposes required or authorized by law

### What personal information we collect about You

We collect, process and store the following personal information about You:

- Name
- Address including postcode and country
- Policy number
- Claim number
- Credit card details
- Bank account details

We also collect information about You when You visit [www.lloyds.com](http://www.lloyds.com). Further details can be found on our online Privacy & Cookies policy at <http://www.lloyds.com/common/privacy-and-cookies-statement>.

We will not use Your personal information for marketing purposes and we will not sell Your personal information to anybody.

### Who we disclose Your information to

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organizations or companies, their agents/mandataires, and to certain non-related or unaffiliated organizations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and there information may be accessible to law enforcement and national security authorities of the jurisdiction.

### How to access Your information and/or contact us

To access and request correction or deletion of Your information or to obtain written information about Lloyd's policies and practices in respect of services providers located outside Canada, please contact the Ombudsman at [info@lloyds.ca](mailto:info@lloyds.ca) who will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through [info@lloyds.ca](mailto:info@lloyds.ca)

## INSURER'S LIABILITY

### **(Re)Insurer's liability several not joint**

The liability of a (re)insurer under this contract is several and not joint with other (re)insurer s party to this contract. A (re)insurer is liable only for the proportion of liability it has underwritten. A (re)insurer is not jointly liable for the proportion of liability underwritten by any other (re)insurer. Nor is a (re)insurer otherwise responsible for any liability of any other (re)insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by a (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp. This is subject always to the provision concerning "signing" below.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address or by emailing Market Services, Lloyd's at [enquiries@lloyds.com](mailto:enquiries@lloyds.com).

### **Proportion of liability**

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each (re)insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together). A definitive proportion (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of a Lloyd's syndicate taken together) is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA3333 (*amended*)

## SEVERAL LIABILITY NOTICE

The clause below shall apply where Policies are being issued:

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers' are not responsible for the subscription or any co-subscribing Insurer who for any reason does not satisfy all or part of its obligation.

LSW1001

**PREMIUM PAYMENT CLAUSE**

The Insured undertakes that premium will be paid monthly to Underwriters within 30 days of month end in respect of each declaration.

If the premium due under this Policy has not been so paid to Underwriters by the 60th day from the inception of this Policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this Policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full Policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this Policy.

It is agreed that Underwriters shall give not less than 30 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the notice period.

Unless otherwise agreed, the Leading Underwriter (and Agreement Parties if appropriate) are authorised to exercise rights under this clause on their own behalf and on behalf of all Underwriters participating in this contract.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

Where the premium is to be paid through a London Market Bureau, payment to Underwriters will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

11/01  
LSW3000

**SERVICE OF SUIT CLAUSE (CANADA)  
(Action against Insurer)**

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 1540, Montreal, Quebec, H3B 2V6.

LMA5028  
10/08/06  
Form approved by Lloyd's Market Association

**INTENTION FOR AIF TO BIND CLAUSE**

Whereas Lloyd's Underwriters have been granted an order to insure in Canada risks under the Insurance Companies Act (Canada) and are registered in all provinces and territories in Canada to carry on insurance business under the laws of these jurisdictions or to transact insurance in these jurisdictions.

And whereas applicants for insurance coverage in respect of risks located in Canada and Canadian Cedants wish that Lloyd's insurance and reinsurance coverage be provided in a manner that requires Lloyd's Underwriters to vest assets in trust in respect of their risks pursuant to the Insurance Companies Act (Canada);

- a) This contract shall be in force and shall be the governing contract pending the decision by Lloyd's Underwriters' attorney and chief agent in Canada (the "AIF") to confirm coverage in accordance with both the terms and conditions set out in this contract and applicable Canadian law;
- b) The AIF shall confirm Lloyd's Underwriters' coverage by signing in Canada a Policy that will contain the terms and conditions set out in this contract (the "Canadian Policy"), and by communicating from Canada the issuance of that Policy to the policyholder or its broker;
- c) This contract shall cease to have effect upon the communication by the AIF from Canada of the Canadian Policy to the policyholder or his broker, and the Canadian Policy will replace and supersede this contract.

LMA5180  
01 November 2011

**INSTITUTE CYBER ATTACK EXCLUSION CLAUSE**

- 1.1 Subject only to clause 1.2 below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.
- 1.2 Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause 1.1 shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

CL380  
10 November 2003



**STUDENT ACCIDENT INSURANCE**

Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder"):  
MSH INTERNATIONAL (CANADA) LTD., 2900, 605 - 5th Avenue S.W  
Calgary, Alberta T2P 3H5 Canada

**DECLARATIONS****INTERNAL POLICY NO.:** BA1059**BINDER YEAR:** 2022**BINDING AGREEMENT NO.** PM8277422**POLICYHOLDER:** Student Accident Insurance by StudyInsured**ADDRESS:****PERIOD OF INSURANCE:****From:** August 1, 2022**To:** July 31, 2023

(Both days inclusive, local standard time at the address of the Insured).

**ANNUAL ESTIMATED PREMIUM\*:**

\*The premium listed is an estimated premium based on the census information provided pre-inception and is subject to adjustment at agreed periods based on actual census data.

**LIMIT OF LIABILITY BASED ON THE PLAN OPTION SELECTED:**

Travel	\$200,000
Critical Illness	\$12,500

The insurance contract consists of this Declarations page as well as all coverage wordings, riders, or endorsements that are attached hereto.

**IDENTIFICATION OF INSURER / ACTION AGAINST INSURER**

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to Agreement No. **PM8277422** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

**NOTICE**

Any notice to the Underwriters may be validly given to the Coverholder.

**In witness whereof this Policy has been signed as authorized by the Underwriters, by MSH INTERNATIONAL (CANADA) LTD.**

<b>Signed</b>	<b>Date</b>
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The Insured is requested to read this Policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

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

LSW1548B (amended)  
14 December 2011

### List of Insurers not of Open Market Insurers

Syndicate	Coverage(s) Insured	Sum(s) Insured or Percentage
CNP Syndicate under UMR: B0595PM8277422 Canopus Syndicate*: 4444	Travel Critical Illness, Accident Death, Disability, Dental Treatment, Loss of Limb or Use, Fracture or Dislocation, Medical Treatment & Transportation, and Medical Equipment	40 %
*Lead Syndicate		
HCC Underwriting Agency under UMR: B0595PM8277422 HCC Underwriting Agency Syndicate: 4141	Travel Critical Illness, Accident Death, Disability, Dental Treatment, Loss of Limb or Use, Fracture or Dislocation, Medical Treatment & Transportation, and Medical Equipment	50%
MS Amlin under UMR: B0595PM8277422 MS Amlin Syndicate: 2001	Travel Critical Illness, Accident Death, Disability, Dental Treatment, Loss of Limb or Use, Fracture or Dislocation, Medical Treatment & Transportation, and Medical Equipment	10.00%

07/05  
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### MSH INTERNATIONAL PRIVACY POLICY

At MSH INTERNATIONAL (CANADA) LTD., we recognize and respect every individual's right to privacy. When You apply for coverage or Benefits, we establish a confidential file of personal information.

We use the information to administer the group Benefit plan. This includes many tasks, such as:

- Determining an Insured Person's eligibility for coverage under the plan
- Enrolling Insured Persons for coverage
- Assessing an Insured Person's claims and providing them with payment
- Managing an Insured Person's claims
- Verifying and auditing eligibility and claims
- Underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- Providing the applicable Regulatory Forms and Tax Receipts, upon request

We limit access to information in the Insured Person's file to MSH INTERNATIONAL (CANADA) LTD. staff or persons authorized by MSH INTERNATIONAL (CANADA) LTD. who require it to perform their duties, to persons to whom the Insured Person has granted access, and to persons authorized by law. MSH INTERNATIONAL (CANADA) LTD., the Insured Person's health care provider, other insurance and reinsurance companies, and the plan administrator of the policyholder may also exchange information when the information is needed to administer the group Benefit plan.

For questions or concerns regarding the collection, use, disclosure or storage of personal information, please contact the Privacy Officer by mail or email. Concerns will be addressed within 30 days.

MSH INTERNATIONAL (CANADA) LTD.

c/o Privacy Officer

2900, 605 - 5th Avenue S.W Calgary,

Alberta T2P 3H5 Canada

Email: [privacyofficer@americas.msh-intl.com](mailto:privacyofficer@americas.msh-intl.com)

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**INSURING AGREEMENT**

In consideration of the payment of the premium, the Insurers agree with the policyholder to reimburse up to the limits detailed in this Policy for losses occurring during the Policy term subject to all of the exceptions, limitations and provisions of this Policy.

Any word explained in the Definitions section herein will have the same meaning throughout this document. The currency of this Policy is expressed in **Canadian Dollars (CAD)**.

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)Insurer shall be deemed to provide cover and no (re)Insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

LMA 3100

**IMPORTANT NOTICE REGARDING THE PATIENT PROTECTION AND AFFORDABLE CARE ACT:**

This insurance is not subject to and does not provide certain of the insurance Benefits required by the United States Patient Protection and Affordable Care Act (ACA). This insurance does not provide and Insurers may not intend to provide minimum essential coverage under ACA. In no event will Benefits be provided in excess of those specified in the Policy documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the Policy.

ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstance's penalties may be imposed on persons who do not maintain ACA compliant coverage. You should consult Your attorney or tax professional to determine if ACA's requirements are applicable to You. Should the coverage provided under this plan be altered by the Insurer and subsequently be deemed to be exempt from the requirements of ACA we will notify You immediately.

**ZONE OF COVERAGE:** Worldwide\*

**\*Worldwide:** as applicable to the Geographical Area of Coverage, Worldwide comprises all countries throughout the world.

**EFFECTIVE DATE AND POLICY TERM**

This Policy takes effect at 12:00 a.m., local standard time on the date stated in the application for coverage or the date coverage is approved by the Insurer and from which date all insurance months shall be calculated. It continues in force for the period for which premium has been paid. Coverage may be renewed subject to approval by the Insurer for further consecutive terms, not exceeding twelve (12) months, on payment of premium at the rate and in the amount determined at the time of renewal by the Insurer.

**TERMINATION OF POLICY**

The Policy may be cancelled within 10 days of purchase for a full refund if there is no claim in process.

**ELIGIBILITY****Insured Person:**

**To be eligible for coverage, the Insured must be:**

- a. at least 6 months old;
- b. under the age of 27;
- c. residing in Canada;
- d. named on file with the plan administrator as being Insured under this Policy during the coverage period;

If over the age of 14 years, the Insured Person must be a full time student or have been a full time student within the last 12-months prior to making any claim.

**COVERAGE PERIOD**

Coverage commences on the latest of:

- a. the date the plan administrator confirms that the Insured is Insured under the Policy;
- b. the Effective Date shown on the Insured's Confirmation of Coverage documents.

This Policy terminates on the earliest of:

- a. the expiry date indicated on the Insured Confirmation of Coverage documents;
- b. the date the required premium is due and unpaid and appropriate statutory notice has been given to the Insured;
- c. the date the Insured attain age 28;
- d. the date we obtain reasonable evidence of fraudulent use of the coverage card;

**REFUNDS**

The Insured shall be entitled to a full refund of the insurance premium, less administration fees, if cancellation is received within ten (10) days after purchase, provided that there is no claim in process.

## DEFINITIONS

**Accident:** an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily injury.

**Benefits:** any covered expenses/services that the Insurer will pay under this Policy.

**Confirmation of Coverage:** the document that identifies the names Insured.

**Dentist:** a practitioner, other than a family member, 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.

**Diagnostic Services:** laboratory tests and x-ray services, radiographs and nuclear medicine procedures used to diagnose and treat medical conditions.

**Disability:** the inability to perform the principal duties of any occupation in relation to the Insured Person's education, skills, training and experience.

**Effective Date:** The date on which the coverage under this Policy begins.

**Emergency Treatment:** an unexpected and unforeseen Sickness or Injury which makes it necessary to receive immediate medical treatment for the relief of acute pain or suffering which cannot be delayed.

**Home Country\*:** the country where You maintained a permanent residence and hold a passport\*. Where the Insured Person holds more than one passport, the Home Country will be taken to mean the country that the Insured Person has declared on the application form. Where a family is to be covered by the Policy there will be deemed to be one Home Country for that family, which will be the Home Country declared on the application form.

*\*Third Country Nationals may use their resident Country as Home Country.*

**Hospital:** an establishment which:

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

**Hospitalized:** when the Insured occupies a Hospital bed for more than 24 hours for medical treatment and for which admission was recommended by a physician when medically necessary.

**Injury or Injured:** 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.

**Insured:** the person whose name is on the Confirmation of Coverage, who is eligible for coverage and for whom the required premium has been paid.

**Insurer or Insurers:** certain Lloyd's Underwriters who provide this insurance.

**Medical Assistance Provider:** MSH Assistance will be operating as Student Accident Insurance by StudyInsured Assistance.

**Medical Expenses:** those medical and related expenses for which coverage is provided under the Benefit Section of this Policy which are necessarily incurred as a result of Injury or Sickness while coverage is in force under this Policy as to the Insured Person.

**Mountaineering:** 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.

**MSH INTERNATIONAL (CANADA) LTD.:** the third-party administrator and claims administrator appointed by the Insurer. Claims will however be administered by MSH Assistance.

**Physician:** 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.

**Policy:** this document and the Confirmation of Coverage which we issue when the required premium is paid.

**Pre-existing Medical Condition:** a medical or related condition for which treatment or prescribed medication was needed at any time in the 90 days before the Insured's trip began.

**Prescription Drugs:** drugs, medicines, serums and vaccines which must, by federal law or regulation in the country where incurred, be dispensed only pursuant to a prescription from a licensed Physician or Dentist. For geographical areas where there are no regulatory laws for such substances, eligibility will be determined by Canadian standards as defined by the Canadian Food and Drugs Act and Regulations.

**Prosthetic:** a device, external or implanted, that substitutes for, or supplements a missing or defective part of the body.

**Scheduled airline:** an airline with a license to transport fare-paying passengers. It has a regular published schedule and includes chartered flights or licensed tour companies.

**Sick or Sickness:** the onset or deterioration of illness or disease requiring medical treatment, care or advice. Sickness does not include emotional or mental disorders unless Hospitalized.

**Totally and Permanently Disabled:** the Insured cannot ever be employed.

**You or Your:** the Insured person.



## POLICY EXCLUSIONS

### GENERAL EXCLUSIONS

This Policy does not cover expenses caused or contributed to directly or indirectly by:

1. Suicide, any attempt at suicide, or intentionally self-inflicted injury whether you are sane or insane.
2. Sickness, except under Counselling, Critical Illness and Travel.
3. The purchase, repair or replacement of eyeglasses, contact lenses, orthotic devices, trusses, braces or prescription medication except as described in Schedule of maximum Benefits.
4. 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),
5. Any sickness, injury or medical condition resulting from the commission or attempted commission of an illegal act.

In addition, exclusions that apply to the Travel Benefit under the Premium Plan

Conditions & limitations:

1. Benefits will only be paid under one policy should the Insured in fact have more than one policy with the Insurer.
2. The Benefits we pay under this Policy are in excess of the Insured's coverage from any other source.
3. There are no premium refunds unless cancellation is received within ten (10) days after purchase and there is no claim on file.
4. The Insured must attend school within Canada to be eligible for coverage under this Policy.
5. We have the right to have a Physician approved in our sole discretion examine the Insured if the Insured files a claim with us.
6. We are automatically subrogated to collect from third parties and can act on behalf of the Insured to enforce this right.
7. We coordinate the payment of Benefits with the other Insurer to settle the actual eligible loss if the Insured files a claim for similar Benefits with us and another excess Insurer.
8. The Policy is subject to the statutory conditions of the Insurance Act of the province or territory where the Insured lives. If the Policy and the Insurance Act disagree, the Insurance Act prevails.

### TRAVEL BENEFIT EXCLUSIONS

The Travel Benefit does not cover:

1. Any Sickness, Injury or medical condition that was pre-existing in the 90 days prior to the effective date.
2. 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.
3. 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.
4. Injuries received while you are participating in any manoeuvres or training exercises of the armed forces, national guard or organized reserve corps of any country or international authority.
5. Injury resulting from participation in motorized speed events or contests.
6. Any claim that is against the law of a government plan or political subdivision in Canada.
7. Pregnancy, miscarriage, childbirth or complications within 2 months of the expected delivery date.
8. 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.
9. Expenses inside the province or territory where the Insured lives.
  10. Any claim that happens more than 30 days after the Insured leaves the Province or territory where they live.
  11. Therapy for a medical condition the Insured has.
  12. Hospital or medical services when there is no emergency.

This Policy also includes the following exclusion:

### **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses, directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether acting along or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical agent” shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological agent” shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

### **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision 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 if the assured/Insured Person takes an active part therein.

1. 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 amounting to an uprising, military or usurped power; or
2. Any act of terrorism.

For the purpose of this endorsement an act of 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.

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 one (1) and/or two (2) above.

If the Underwriters allege 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 the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

08/10/01  
NMA2918

## MEDICAL SCHEDULE OF MAXIMUM BENEFITS

	PLAN BENEFIT MAXIMUM		
	PREMIUM	PLUS	LITE
<b>MEDICAL TREATMENT AND TRANSPORTATION</b>			
Hospital Accommodation	Full Cost	Full Cost	Full Cost
Ambulance	Full Cost	Full Cost	Full Cost
Emergency taxi to nearest medical facility	\$350	\$350	\$350
Paramedical	\$800	\$500	\$500
Counselling	\$1,000	\$750	\$750
Special Training	\$10,000	\$6,000	\$6,000
Confinement	\$30,000	\$20,000	\$20,000
Travel for Special Treatment	\$3,000	\$3,000	\$3,000
Travel for Parent/Guardian	\$1,000	\$1,000	\$1,000
Tutoring	\$6,000	\$6,000	\$6,000
<b>CRITICAL ILLNESS</b>			
Nursing expenses	\$12,500	\$9,000	\$9,000
Accommodations, meals, laundry, parking	\$3,000	\$3,000	\$3,000
<b>MEDICAL EQUIPMENT</b>			
Damage to eyeglasses and contact lenses	\$350	\$300	\$300
Eyeglasses and contact lenses needed due to Injury	Full Cost	Full Cost	Full cost
Medical Appliances	\$1,500	\$1,500	\$1,500
Purchase of Prosthetic Device or Hearing Aids	\$5,500	\$5,500	\$5,500
Fix or Replace Prosthetic Device or Hearing Aids	\$500	\$300	\$300
Special Clothing	\$400	\$400	\$400
<b>TRAVEL</b>			
Out of Province Emergency Medical Expenses	\$200,000	N/A	N/A
Trip Cancellation	\$1,000	N/A	N/A
Air flight Accidental Death	\$5,000	N/A	N/A
Emergency Return Flight	\$1,000	N/A	N/A
Repatriation or Burial	\$5,500	N/A	N/A

### Benefits

Notwithstanding the limits stated in the separate sections of this Policy, based on the Plan Benefit Maximum.

**It is recommended that Insured Persons obtain pre-authorization from MSH INTERNATIONAL (CANADA) LTD. for pre-authorization of scheduled services. These requests should be submitted at least ten (10) days prior to the anticipated service date to avoid delays.**

**In the case of an Emergency it is required that the Insured Person contact MSH INTERNATIONAL (CANADA) LTD. within forty – eight (48) hours of the Emergency occurring.**

### Hospital Accommodation

If the Insured is Injured as a result of an Accident and is admitted to a Hospital in Canada for more than 24 continuous hours within 30 days of that Accident, we will cover:

- Hospital charges for room and board in a Canadian Hospital, limited to the semi-private accommodation level up to 1 year;
- emergency room fees;
- Hospital charges for out-patient services when medically required
- up to \$25 a day for television and Wi-Fi service

The Insured must have Canadian government health insurance coverage to receive this benefit.

**Hospital Cash**

This benefit of one hundred dollars (\$100) per day applies to a maximum of one thousand \$1,000 dollars. This is available on an Accident basis only.

**Ground Transportation**

Up to overall Policy limit for licensed ground ambulance service (or taxi fare up to \$350 in lieu of ambulance) to the nearest medical facility for medical treatment as the result of a covered emergency.

**Paramedical**

When deemed essential on an emergency basis and accompanied by a written referral from a Physician, the services of a licensed chiropractor, osteopath, physiotherapist, athletic therapist, or registered nurse to a maximum of \$100 per visit up to the amount stated in the Schedule of Maximum Benefits for all providers.

**Counselling**

Expenses incurred for trauma counselling sessions from a licenced psychologist for the Insured, the Insured's parents, legal guardian and/or siblings up to the amount stated in the Schedule of Maximum Benefits if the Insured dies or suffers a loss under Accidental Death & Dismemberment, or is diagnosed with a Critical Illness.

**Special Training**

When required by the Insured as a result of a covered Accident or Sickness, we cover special employment training up to \$150 per day for accommodation in a hotel and meals up to the amount stated in the Schedule of Maximum Benefits.

Benefit only applies if training is delivered at a location more than 160 km from where the Insured lives.

**Confinement**

If the Insured is Injured due to an Accident and is continuously confined to Hospital or to the Insured's home except for attending medical appointments, starting on the 31st day of continuous confinement we will pay:

- a) \$750 per full month under the Premium Plan up to the amount stated in the Schedule of Maximum Benefits
- or
- b) \$500 per month under the Plus or Lite Plan with up to the amount stated in the Schedule of Maximum Benefits

This benefit ends whichever comes first be it:

- i. the Insured's continuous confinement ends or
- ii. after 40 months.

**Travel Expenses for Specialized Treatment**

When specialized treatment is required by the Insured within one (1) year of a covered Accident, we will pay \$60 per day for their travel expenses up to the amount stated in the Schedule of Maximum Benefits.

Benefit only applies if treatment is administered at a location more than 160 km from where the Insured lives.

**Travel Expenses for Parent/Legal Guardian**

Up to a maximum of \$1,000 for single round-trip economy airfare by the most direct and economical route an immediate family member to be with the Insured if the Insured is

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.

### **Tutoring**

If the Insured is 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 \$30 per hour to the amount stated in the Schedule of Maximum Benefits for:

- a. the actual expenses incurred for a qualified private tutorial service
- b. the cost to rent necessary equipment and software that the school board recommends

### **FRACTURE OR DISLOCATION**

	<b>PLAN BENEFIT MAXIMUM</b>		
	<b>PREMIUM</b>	<b>PLUS</b>	<b>LITE</b>
Skull (depressed), Spine (3 or more vertebrae)	\$1,000	\$750	\$750
Skull (not depressed), Pelvis, Spine (1 or 2 vertebrae)	\$500	\$250	\$250
Hip, Femur, Shoulder, Humerus, Scapula	\$300	\$200	\$200
Collar bone (clavicle), Elbow, Kneecap, Leg, Forearm, Hand, Wrist or Foot	\$250	\$150	\$150
Jaw (except the alveolar process), Sacrum, Coccyx, Sternum, Two or more toes, fingers or ribs	\$200	\$150	\$150
One toe, finger, rib, or any bone not specified above	\$150	\$150	\$150

Up to the amount stated in the Schedule of Maximum Benefits we pay the benefit that corresponds to the Injury as indicated if the Insured is Injured due to an Accident and fractures or dislocates a body part. We cover the Injury that pays the highest benefit only if the Insured has more than one Injury from the same Accident.

### **CRITICAL ILLNESS**

If the Insured is newly diagnosed with a listed Critical Illnesses during the Coverage Period, we cover up to the amount stated in the Schedule of Maximum Benefits:

- a. a registered nurse; and
- b. \$125 a day for hotel, meals, laundry services and parking expenses if the Physician recommends that the Insured's parent or legal guardian be with the Insured while they are Hospitalized.

Benefits are covered for up to 3 years from the Physicians first diagnosis.

**CRITICAL ILLNESSES**

AIDS (Acquired Immune Deficiency Syndrome)	Leukaemia	Poliomyelitis
Cancer	Meningitis	Rabies
Cardiomyopathy	Multiple Sclerosis	Scarlet Fever
Diphtheria	Muscular Dystrophy	Tetanus
Encephalitis	Myocarditis	Tularaemia
Haemolytic Uremic Syndrome (Renal failure caused solely by E-coli bacterial infection)	Necrotizing Fasciitis	Typhoid

**MEDICAL EQUIPMENT****Eyeglasses and Contact Lenses**

If the Insured damages or breaks their eyeglasses or contact lenses, or needs eyeglasses or contact lenses for the first time, due to an Accident that results in Injury, we pay up to the amount stated in the Schedule of Maximum Benefits to fix or replace them or to buy new ones. The Insured must receive treatment from a Physician within 30 days. We do not cover the normal replacement of eyeglasses or contact lenses if a prescription changes or if they are lost.

**Medical Appliances**

When approved in advance, and prescribed by the attending Physician as the result of a covered Accident or Sickness for therapeutic treatment we cover up to the amount stated in the Schedule of Maximum Benefits the cost of:

- a. minor appliances such as crutches, casts, splints, orthotic truss, braces;
- b. Prescription Drugs;
- c. the temporary rental of a Hospital type bed or wheelchair.

**Prosthetic Device and Hearing Aids**

If the Insured is Injured and as a result requires a Physician to prescribe an artificial limb, artificial eye and/or hearing aid, we cover the purchase of the device within 3 years after the Accident, up to the amount stated in the Schedule of Maximum Benefits. Repair or replacement Benefits of the Insured's artificial limb, artificial eye and/or hearing aid up to the amount stated in the Schedule of Maximum Benefits if, during the coverage period, it is damaged or breaks which rendering it unusable.

**Special Clothing**

When required by the Insured as a result of a covered Accident and deemed essential and referred from a Physician, we cover the cost up to the amount stated in the Schedule of Maximum Benefits for special protective clothing.

**TRAVEL****Out of Province Emergency Medical Expenses**

Emergency treatment from a Physician, registered nurse, Hospital, x-ray clinic is covered if the Insured suffers a Sickness or Injury while travelling outside of their province during the coverage period. Emergency transportation is included up to overall Policy limit for licensed ground ambulance service (or reasonable alternative ambulance to a max of \$1,000 to the nearest medical facility for medical treatment as the result of a covered emergency. Services provided by family members are excluded.

Pre-existing conditions are excluded from coverage while travelling outside of Canada.

**In the event of a medical emergency, the Insured or someone acting on their behalf must call the emergency assistance provider immediately. The Insured must call emergency assistance to ensure coverage of certain expenses. If the Insured fails to contact emergency assistance, the Insured may be responsible for a portion of the expenses.**

**24- HOUR EMERGENCY ASSISTANCE  
1-833-561-0370 (Canada/USA) or elsewhere  
Collect 1-416-916-0982**

The emergency assistance provider on behalf of the Insurer reserves the right, as reasonably required and at its expense, to transfer the Insured to where the trip began following an emergency. If the Insured refuses to be transferred or transported when declared medically fit to travel by the medical director, any continuing costs incurred after the Insured's refusal will not be covered and the payment of such costs becomes the Insured's sole responsibility. Coverage ceases upon the Insured's refusal and no coverage will be provided to the Insured for the remainder of the coverage period. If the Insured decides to go back to the trip destination or rejoins the trip or tour itinerary after we return the Insured to the place where the trip began the Policy will not cover the Insured. The overall maximum are as follows:

- a. \$200,000 if the Insured has government health insurance coverage or
- b. \$5,000 if they do not have government health insurance coverage

The company and the emergency assistance provider we appoint are at the Insured's service according to the conditions, limitations and exclusions of the Policy. Neither the Insurer nor the emergency assistance provider shall be responsible for the availability or quality of any medical treatment (including the results thereof) or the Insured's failure to obtain medical treatment during the coverage period.

**Trip Cancellation**

If an Insured person is unable to travel due to a Sickness, Injury or death that occurs before the scheduled departure date, the Insurer will pay up to \$1,000 or the penalty to cancel within 72 hours whichever is less. A Physician must provide in writing a report explaining why the Sickness or Injury is preventing the Insured from travelling. We do not cover cancellation for any other reason including cancellations due to emotional or mental disorders unless the Insured is Hospitalized.

**Air flight Accident Death**

Should the Insured incur death within 90 days 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 Accidental Death benefit plus \$5,000. We do not cover pilots, operators or crew members.

**Emergency Return Flight**

If the trip is interrupted due to Sickness or Injury that occurs on or after the scheduled departure date, the Insurer will pay:

- a. the lesser of one-way economy airfare to return to the point of departure,  
or
- b. the fee to change the existing ticket  
or
- c. \$1,000 if the Insured received a refund on the existing ticket, we subtract the refund from the benefit we pay.

**Repatriation or Burial**

In the event of the Insured's death as a result of a covered Sickness or Accident we pay up to the amount stated in the Schedule of Maximum Benefits toward:

- a. the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to the place where the Insured's trip began; or
- b. cremation and/or burial at the place of death.

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

## DENTAL TREATMENT

	PLAN BENEFIT MAXIMUM		
	PREMIUM	PLUS	LITE
Treatment within 10 years of Accident	Dental Association Fee Guide	Dental Association Fee Guide	Dental Association Fee Guide
Treatment after 10 years of Accident (per tooth)	\$1,650	\$1,400	\$1,250
Implants (up to 2 implants per Accident)	\$2,000	\$1,800	\$1,500
Orthodontics	\$2,500	\$2,500	\$1,500
Dentures and removable teeth	\$500	\$500	\$500

When performed by a legally qualified Dentist or oral surgeon, Emergency Treatment or orthodontic treatment for whole or sound natural, crowned or capped, teeth damaged as a result of an Accident.

Treatment must be initiated within sixty (60) days from the time date of the Accident. Follow-up dental treatment for Insured's under the age of 21 is covered for up to 10 years following the Accident unless the attending Dentist contacts us within 90 days after the Accident to report why the treatment will take longer to complete. If the Insured is 21 years or older, only one year of dental treatment will be covered.

If the Insured's permanently attached artificial teeth, dentures, or removable teeth are broken due to an Accident repair or replacement must be initiated within thirty (30) days.

Payment will not exceed the amount stated in the Schedule of Maximum Benefits and will not exceed the minimum fee specified in the General Practitioner Schedule of Fees and Treatment Services of the Provincial Dental Association in the province or territory in which the Insured receives such treatment.

### Conditions

- a. we will only cover the least expensive of any one treatment that is professionally acceptable for the same Accident
- b. we cover up to 2 dental implants per Accident and pay up to the maximum amount as stated in the Schedule of Maximum Benefits per implant.
- c. There is no coverage for routine dental visits or dental maintenance including but not limited to cleanings and fillings;
- d. There is no coverage for artificial teeth or dentures except as specifically provided;
- e. There is no coverage for cosmetic or aesthetic treatment



## **CLAIMS PROCEDURES APPLICABLE TO MEDICAL AND DENTAL BENEFITS**

The Insurers will pay Benefits provided that:

- Written details of all claims (including supporting documents) must be received by the claims administrator as soon as possible and in any event not later than ninety (90) days from the beginning of the treatment, ninety (90) days after the Insured Person's date of termination, or ninety (90) days after the group Policy has been terminated, whichever is earlier;
- All documentation relating to the claim including the claim form and accounts must be provided. Copies of original documents are only authorized for claims in which the total cost of services submitted does not exceed ten thousand dollars (\$10,000) CAD\*. The original documents of the copies initially submitted must be retained by the Insured Person for a period of twenty-four (24) months from the date the claim was incurred during which time MSH INTERNATIONAL (CANADA) LTD. may request these documents to validate any claim at any time. The original documents must be received within thirty (30) days of the date of request. In the event the original copy cannot be produced, the Insured Person will be responsible for any claim payments made in regard to that receipt. The claim payment reimbursement made by the Insured Person must be received within sixty (60) days of the date of request. Additionally, Insured Persons who fail to provide original documents to MSH INTERNATIONAL when requested, will be required to submit original documents for all future claim's submissions.
- The required premiums have been paid relative to the Insured Person making the claim.

\*Invoices received directly from a provider will be considered to be an original document including but not limited to facsimiles, scans, PDF documents, direct portal submissions or digital copies.

It is understood that:

- The Insurers can ask for medical information from any Physician or Surgeon as often as required and if necessary examine the Insured Person;
- The Insurers shall be notified of any circumstances that may lead to a claim against a third party or any other insurance;

**All pertinent information shall be sent to:**

**MSH INTERNATIONAL  
2900, 605 - 5th Avenue S.W Calgary,  
Alberta T2P 3H5 Canada**

**ACCIDENTAL DEATH & DISMEMBERMENT (AD&D)****BENEFIT SECTIONS****PLAN BENEFIT MAXIMUM**

	<b>PREMIUM</b>	<b>PLUS</b>	<b>LITE</b>
Total and Permanent Disability	\$350,000	\$150,000	\$75,000
Loss of Limb or Loss of Use	\$150,000	\$150,000	\$75,000
Accidental Death	\$30,000	\$20,000	\$15,000
Double Benefit for Accidental Death	\$60,000	\$40,000	\$30,000

**Eligibility**

All primary Insured Persons are eligible for Accidental Death & Dismemberment coverage.

**Aggregate Limit of Liability: ten million dollars (\$10,000,000) per school board**

The Insurer shall not be liable for any amount in excess of the above stated aggregate limit of liability.

**Total and Permanent Disability**

We will pay Benefits according to the Plan Benefit Maximum if within 12 months of the date of an Accident, which occurred during the coverage period, an Injury to the Insured caused by the Accident results total and permanent Disability. Benefit applies only after a Physician approved in the company's sole discretion confirms that the Insured is Totally and Permanently Disabled due to the Accident. We will subtract the amount paid for other Benefits from the Total and Permanent Disability Benefit if other Benefits have been paid under the Policy. If the Total and Permanent Disability Benefit is paid, no further Benefits are payable under the Policy. If the Insured dies within 12 months of the date of an Accident, the Total and Permanent Disability Benefit is not payable.

**Loss of Limb or Loss of Use**

If Injury results in the loss of a limb or use of a limb, or loss of sight, hearing or speech within 12 months after the date of the Accident and a Physician approved in the company's sole discretion has confirmed that the loss of use of a limb, or the loss of sight, hearing or speech is permanent and continuous for at least one (1) year after the Accident, we will pay in accordance with the TABLE OF INJURIES subject to the following:

**Conditions:**

- i. we cover the Injury that pays the highest benefit only should more than one Injury occur as a result of the same Accident.
- ii. there is no coverage under this benefit if death occurs as a result of the Accident within 90 days.
- iii. we subtract other Benefits that have been paid under the Policy from this benefit, except for Prosthetic devices.

**TABLE OF INJURIES**

<b>LOSS</b>	<b>PREMIUM</b>	<b>PLUS</b>	<b>LITE</b>
Both hands or both feet at or above the wrist or ankle	\$150,000	\$150,000	\$ 75,000
One hand and one foot at or above the wrist or ankle	\$150,000	\$150,000	\$ 75,000
One hand or one foot at or above the wrist or ankle and the sight of one eye	\$150,000	\$150,000	\$ 75,000
Sight in both eyes	\$150,000	\$150,000	\$ 75,000
One arm or one leg at or above the elbow or knee or the hearing in both ears or speech	\$45,000	\$ 45,000	\$ 22,500
One hand or one foot at or above the wrist or ankle, or the sight in one eye	\$30,000	\$ 30,000	\$ 15,000
Thumb and index finger at or above the knuckle (metacarpal-phalangeal joint)	\$15,000	\$ 15,000	\$ 7,500
Part or all of one or more fingers or toes	\$ 1,500	\$ 1,500	\$ 750

**Accidental Death**

If the Insured is Injured and dies due to an Accident, we pay the death benefit for the plan chosen. Benefits are payable if death occurs within one (1) year of the Accident.

**Double Benefit for Accidental Death**

The amounts payable under the Accidental Death Benefit will be doubled if an Insured person suffers an Injury and dies as the result of an Accident occurring while riding as a passenger in or on, including boarding or alighting from, or being struck by any public conveyance licensed for the conveyance of passengers for hire. Benefits are payable when death occurs within one (1) year of the Accident.

**Exposure and Disappearance**

Loss resulting from unavoidable exposure to the elements and arising out of hazards described above shall be covered to the extent of the Benefits afforded an Insured Person.

If the body of an Insured Person has not been found within one (1) year of the disappearance, stranding, sinking or wrecking of the conveyance in which the Insured Person was riding at the time of the Accident, it shall be presumed subject to all other conditions of the Policy, that the Insured Person suffered loss of life resulting from bodily injuries sustained in the Accident and covered under this Policy.

**PROVISIONS**

**Notice of Claim:** Written notice of claim must be given to the Insurer within thirty (30) days after the occurrence or commencement of any loss covered by the Policy, or as soon thereafter as is reasonably possible. Notice by or on behalf of the claimant to the Insurers or to any authorized agent of the Insurer, with information sufficient to identify the Insured Person, shall be deemed notice to the Insurer.

**Claim Forms:** The Insurers, upon receipt of written notice of claim, will furnish to the claimant such forms as are usually furnished by it for filing proofs of loss. If such forms are not furnished within fifteen (15) days after the giving of such notice, the claimant shall be deemed to have complied with the requirements of this Policy as to proof of loss upon submitting, within the time fixed in the Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proofs of Loss:** Written proof of loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it was not reasonably possible to give proof within such time,

provided such proof is furnished as soon as reasonably possible.

**Time of Payment of Claim:** Indemnities payable under this Policy shall be paid by the Insurer within sixty (60) days after it has received proof of claim.

**Payment of Claims:** Indemnity for Accidental loss of life will be payable to the beneficiary of record in a lump sum. The lump sum payment shall be paid by the Insurer within sixty (60) days after it has received proof of claim.

If, at the death of the Insured Person, there is no surviving beneficiary, the Accidental loss of life indemnity shall be payable in one sum to the estate of the Insured Person.

All other indemnities will be payable to the Insured Person.

**Physical Examinations and Autopsy:** The Insurers at its own expense shall have the right and opportunity to examine the body of any Insured Person whose Injury is the basis of claim when and as it may reasonably require during the pendency of a claim hereunder and to make an autopsy in case of death where it is not forbidden by law.

**Designation or Change of Beneficiary:** Subject to any statutory restrictions, an eligible Insured Person may designate a beneficiary to receive death Benefits payable under this Policy or may change any beneficiary already appointed, by filing written notice. No designation or change of beneficiary under the Policy shall be binding upon the Insurer until the original or a duplicate thereof is received by the designated custodian of beneficiary records. No assignment of interest shall be binding upon the Insurer until the original or a copy thereof is received by the Insurer. The Insurer assumes no responsibility for the validity or legal sufficiency of such designation or change of beneficiary assignment.

**Conformity with Provincial Statutes:** Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the province in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such province.

**Workers' Compensation Laws:** This Policy is not in lieu of and does not affect any requirements for coverage under any Workers' Compensation Law.

## **GENERAL PROVISIONS AND LIMITATIONS**

**Arbitration:** Any differences with respect to medical opinion will be settled between two (2) medical experts appointed by the two (2) parties. This dispute resolution will be in writing. Any differences of opinion between the two (2) medical experts shall be referred to an umpire who shall have been appointed in writing at the outset by the two (2) medical experts.

**Misrepresentation and Fraud:** All Benefits under the Policy shall be voidable if the Insurer determines, whether before or after the loss, the policyholder or Insured Person has concealed or misrepresented any material fact or circumstance concerning the Policy or his / her interest therein, or in the case of fraud or false swearing by the policyholder or Insured Person or if the policyholder refuses to disclose information or permit the use of such information, pertaining to any of the Insured Persons under the Policy. Where a policyholder or Insured Person makes a material misrepresentation on the signed application form or enrolment form, this will be a breach of the duty of fair representation. In the event of a breach by the policyholder the Insurer's liability will be suspended. Liability may be restored if the breach is remedied. In the event that the breach is not remedied or cannot be remedied, the Insurer's liability will remain suspended. Where the breach is remedied before a loss, the Insurer will pay the claim, if eligible and according to the terms of this Policy. Where the loss occurs after a breach but before the remedy, the Insurer will not be liable for that loss and the Insured Person shall be solely responsible for all expenses relating to their claim, including Emergency Medical Evacuation costs.

Where an Insured Person wilfully makes a false statement in respect of a claim under this Policy, the claim by the Insured Person will be invalid and the rights of the Insured Person to recover indemnity is forfeited and the Insured Person will be terminated from the plan at the time of the fraudulent act.

**Non-disclosure and Misrepresentation by the Insurer:** If the Insurer fails to disclose or misrepresents a fact material to the insurance, the Policy is voidable by the policyholder, but in the absence of fraud the Policy is not by reason of the failure or misrepresentation voidable after the Policy has been in effect for two (2) years.

**Payment of Benefits:** The claims administrator will, on behalf of the Insurers, make payment to the Insured Person or legal representative or directly to the provider of treatment or services. Payment will be made in Canadian dollars currency.

**Subrogation:** If an Insured Person suffers a loss covered under this Policy, the Insurers are granted the right from the Insured Person to take action to enforce all the rights, powers, privileges and remedies of the Insured Person, to the extent of Benefits paid under this Policy, against any person or organisation which caused such loss. Additionally, if no fault Benefits or other collateral sources of payment of expenses are available to the Insured Person, regardless of fault, the Insurers are granted the right to make a demand for and recover those Benefits. If the Insurers institute an action, the Insurers may do so at their own expense, in the Insured Person's name, and the Insured Person will attend at the place of loss to assist in the action. If the Insured Person institutes a demand or action for a covered loss, he or she shall immediately notify the Insurer so that it may safeguard its' rights. The Insured Person shall take no action after a loss that will impair the rights of the Insurers.

## **STATUTORY CONDITIONS**

### **1. 1. The Policy**

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

### **2. Waiver**

The Insurer shall be 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.

### **3. Copy of Application**

The Insurer shall, upon request, furnish to the Insured or to a claimant under the Policy a copy of the application.

### **2. Material Facts**

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

### **3. Changes in Occupation**

1. If after the Policy is issued the Insured Person engages for compensation in an occupation that is classified by the Insurer as more hazardous than that stated in this Policy, the liability under this Policy is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the Insurer at the time the person Insured engaged in the more hazardous occupation.
2. If the person Insured changes his occupation from that stated in this Policy to an occupation classified by the Insurer as less hazardous and the Insurer is so advised in writing, the Insurer shall either,
  - a) reduce the premium rate; or
  - b) issue a Policy for the unexpired term of this Policy at the lower rate of premium applicable to the less hazardous occupation, according to the limits, classification of risks, and premium rates used by the Insurer at the date of receipt of advice of the change in occupation, and shall refund to the Insured the amount by which the unearned premium on this Policy exceeds the premium at the lower rate for the unexpired term.

### **4. Termination by Policyholder**

Please refer to the Termination of Policy section of this Policy.

### **5. Termination by Insurer**

Please refer to the Termination of Policy section of this Policy.

### **6. 1. Notice and Proof of Claim**

The policyholder or an Insured Person, 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 the number of days allowed, as indicated within this Policy, from the date a claim arises under the Policy on account of an Accident, Sickness or Disability;
- b) within the number of days allowed, as indicated within this Policy, from the date a claim arises under the Policy on account of an Accident, Sickness or Disability, furnish to the Insurer such proof as is reasonably possible in the circumstances of the happening of the Accident or the commencement of the Sickness or Disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; 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 Policy and as to the duration of such Disability.

## **2. Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this Policy does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the Accident or the date a claim arises under the Policy on account of Sickness or Disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

## **7. Insurer to Furnish Forms for Proof of Claim**

The Insurer shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his 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.

## **8. Rights of Examination**

As a condition precedent to recovery of insurance moneys under this Policy,

- a) the claimant shall afford to the Insurer an opportunity to examine them when and so often as it reasonably requires while the claim hereunder 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.

## **9. When Money Payable Other Than for Loss of Time**

All money payable under this Policy, other than Benefits for loss of time, shall be paid by the Insurer within sixty (60) days after it has received proof of claim.

## 10. Limitation of Actions

An action of proceeding against the Insurer for the recovery of a claim under this Policy shall not be commenced until sixty (60) days after a claim had been correctly submitted and no such action shall be brought unless commenced within three years\* after the date the insurance money became payable or would have become payable if it had been a valid claim.

This Policy is governed by the Laws of Canada and the province of Alberta and any dispute arising out of this Policy shall be settled in the courts of Alberta.

\* Two (2) years in the Northwest and Yukon Territories.

Saskatchewan Statutory Condition 12 is repealed. See The Limitations Act, S.S. 2004, c.L -16.1.

LSW1540

## STATUTORY CONDITIONS (Alberta)

### 1. Misrepresentation

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

### 2. Property of others

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- a) otherwise specifically stated in the contract, or
- b) the interest of the Insured in that property is stated in the contract.

### 3. Change of interest

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

### 4. Material change in risk

- 1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
  - a) material to the risk, and
  - b) within the control and knowledge of the Insured.
- 2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- 3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
  - a) terminate the contract in accordance with Statutory Condition 5, or
  - b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.
- 4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.



## 5. Termination of insurance

- 1) The contract may be terminated
  - a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b) by the Insured at any time on request.
- 2) If the contract is terminated by the Insurer,
  - a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 4) The 15-day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

## 6. Requirements after loss

- 1) On the happening of any loss of or damage to Insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - a) immediately give notice in writing to the Insurer,
  - b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the Insured property verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - iii. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
    - iv. stating the amount of other insurances and the names of other Insurers,
    - v. stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - vii. stating the place where the Insured property was at the time of loss,
  - c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - d) if required by the Insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. furnish invoices and other vouchers verified by statutory declaration, and
    - iii. furnish a copy of the written portion of any other relevant contract.
- 2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## 7. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## 8. Who may give notice and proof

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- a) by the agent of the Insured, if
  - i. the Insured is absent or unable to give the notice or make the proof, and
  - ii. the absence or inability is satisfactorily accounted for, or
- b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

## 9. Salvage

- 1) In the event of loss or damage to Insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property Insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- 2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

## 10. Entry, control, abandonment

After loss or damage to Insured property, the Insurer has

- a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - i. without the Insured's consent, the Insurer is not entitled to the control or possession of the Insured property, and
  - ii. without the Insurer's consent, there can be no abandonment to it of the Insured property.

## 11. In case of disagreement

- 1) In the event of disagreement as to the value of the Insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
  - a) a specific demand is made for it in writing, and
  - b) the proof of loss has been delivered to the Insurer.

## 12. When loss payable

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

**13. Repair or replacement**

- 1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the Insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**14. Notice**

- 1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- 2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

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**STATUTORY CONDITIONS  
(British Columbia)**

**1. Misrepresentation**

If a person applying for insurance falsely describes the property to the prejudice of the Insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the Insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

**2. Property of Others**

The Insurer is not liable for loss or damage to property owned by a person other than the Insured unless

- a) otherwise specifically stated in the contract, or
- b) the interest of the Insured in that property is stated in the contract.

**3. Change of Interest**

The Insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

**4. Material Change in Risk**

- 1) The Insured must promptly give notice in writing to the Insurer or its agent of a change that is
  - a) material to the risk, and
  - b) within the control and knowledge of the Insured.
- 2) If an Insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- 3) If an Insurer or its agent is notified of a change under subparagraph (1) of this condition, the Insurer may
  - a) terminate the contract in accordance with Statutory Condition 5, or
  - b) notify the Insured in writing that, if the Insured desires the contract to continue in force, the Insured must, within 15 days after receipt of the notice, pay to the Insurer an additional premium specified in the notice.

- 4) If the Insured fails to pay an additional premium when required to do so under subparagraph (3) (b) of this condition, the contract is terminated at that time and Statutory Condition 5 (2) (a) applies in respect of the unearned portion of the premium.

## 5. Termination of Insurance

- 1) The contract may be terminated
  - a) by the Insurer giving to the Insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or by the Insured at any time on request.
- 2) If the contract is terminated by the Insurer,
  - a) the Insurer must refund the excess of premium actually paid by the Insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 3) If the contract is terminated by the Insured, the Insurer must refund as soon as practicable the excess of premium actually paid by the Insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 4) The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the Insured's postal address.

## 6. Requirements After Loss

- 1) On the happening of any loss of or damage to Insured property, the Insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
  - a) immediately give notice in writing to the Insurer,
  - b) deliver as soon as practicable to the Insurer a proof of loss in respect of the loss or damage to the Insured property verified by statutory declaration,
    - i. giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed,
    - ii. stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the Insured knows or believes,
    - iii. stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the Insured,
    - iv. stating the amount of other insurances and the names of other Insurers,
    - v. stating the interest of the Insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
    - vi. stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
    - vii. stating the place where the Insured property was at the time of loss,
  - c) if required by the Insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
  - d) if required by the Insurer and if practicable,
    - i. produce books of account and inventory lists,
    - ii. furnish invoices and other vouchers verified by statutory declaration, and
    - iii. furnish a copy of the written portion of any other relevant contract.
- 2) The evidence given, produced or furnished under subparagraph (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

## 7. Fraud

Any fraud or willfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

## 8. Who may give notice and proof

Notice of loss under Statutory Condition 6 (1) (a) may be given and the proof of loss under Statutory Condition 6 (1) (b) may be made

- a) by the agent of the Insured, if
  - i. the Insured is absent or unable to give the notice or make the proof, and
  - ii. the absence or inability is satisfactorily accounted for, or
- b) by a person to whom any part of the insurance money is payable, if the Insured refuses to do so or in the circumstances described in clause (a) of this condition.

## 9. Salvage

- 1) In the event of loss or damage to Insured property, the Insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property Insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
- 2) The Insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the Insured under subparagraph (1) of this condition.

## 10. Entry, control, abandonment

After loss or damage to Insured property, the Insurer has

- a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- b) after the Insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - i. without the Insured's consent, the Insurer is not entitled to the control or possession of the Insured property, and
  - ii. without the Insurer's consent, there can be no abandonment to it of the Insured property.

## 11. In case of disagreement

- 1) In the event of disagreement as to the value of the Insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act*, whether or not the Insured's right to recover under the contract is disputed, and independently of all other questions.
- 2) There is no right to a dispute resolution process under this condition until
  - a) a specific demand is made for it in writing, and
  - b) the proof of loss has been delivered to the Insurer.

## 12. When loss payable

Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the Insurer.

**13. Repair or replacement**

- 1) Unless a dispute resolution process has been initiated, the Insurer, instead of making payment, may repair, rebuild or replace the Insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
- 2) If the Insurer gives notice under subparagraph (1) of this condition, the Insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.

**14. Notice**

- 1) Written notice to the Insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the Insurer in the province.
- 2) Written notice to the Insured may be personally delivered at, or sent by registered mail addressed to, the Insured's last known address as provided to the Insurer by the Insured.

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