

In the event of an **emergency** or **you** experience medical signs or symptoms or require **medical treatment** you must contact Intrepid 24/7 at:

+1 (800) 203 8508  
toll-free from the USA and Canada

+1 (416) 646 3107  
collect where available

email:  
intrepid@intrepid247.com

It is **your** responsibility to ensure that Intrepid 24/7 has been contacted prior to receiving treatment. **Your** benefits will be limited to 80% of eligible expenses to a maximum of \$25,000 if **you** fail to do so, other than in extreme circumstances when treatment is required to resolve a life threatening medical crisis.

## IMPORTANT NOTICE – Please read carefully

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.
- Coverage under this policy is for *emergency* care only and there is no coverage for follow-up or ongoing *medical treatment*. Please review the Benefits and Exclusions sections carefully.
- Your* policy may not cover medical conditions and/or symptoms that existed prior to *your*

effective date. Check to see how this applies in *your* policy and how it relates to *your* effective date.

- In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed when a claim is reported.

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

**NOTE:** Italicized words are defined terms whose definition appears in the definitions section of the policy

## ELIGIBILITY

To be eligible for coverage, on the effective date, **you** must:

- be a Canadian resident covered by your government health insurance plan for the entire duration of *your* trip; and
- purchase coverage for the entire duration of *your* trip; and
- be at least 15 days of age and less than 79 years of age; and
- not be travelling against the advice of a physician; and
- have not been diagnosed with a terminal illness; and
- not be experiencing new or undiagnosed symptoms or know of any reason to seek medical attention; and

If *you* are between 60 and 79 years of age *you* must also;

- be travelling for no more than 35 days; and
- not have been diagnosed with congestive heart failure; and
- not have used, or been prescribed, home oxygen during the 12 months prior to the effective date; and
- not have a diagnosed unrepaired aneurysm of 4.5 centimetres or more; and
- not require assistance with the activities of daily living (dressing, bathing, eating, using the toilet or getting in or out of a bed or chair).

## INSURING AGREEMENT

- In consideration of having paid the required premium in full this policy provides coverage up to \$10,000,000 CAD per *insured person*, per *trip* for *reasonable and customary* costs incurred by *you* due to a covered *emergency* occurring while *you* are travelling outside *your* province or territory of residence.
- Subject to all terms and conditions of the policy, the benefits are payable to the maximum of the sum insured for services that are *medically necessary*. Benefit limits are per *insured person*, per *trip* including any extension or Top Up of coverage.
- This policy, the application and the confirmation of insurance constitute *your* contract of insurance.

- The *insurer* reserves the right to decline any application or any request for an extension or Top Up of coverage.
- Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

## DURATION OF COVERAGE

### SINGLE TRIP TRAVEL MEDICAL PLAN

The Single Trip Travel Medical Plan provides coverage for a single *trip* outside of *your* province or territory of residence.

#### Effective Date of Coverage

Coverage under the Single Trip Travel Medical Plan begins on the latest of:

- the date and time *you* apply for and pay for this insurance; or
- the date and time *you* depart *your* province or territory of residence; or
- 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### Waiting Period

If *you* purchase *your* policy after *you* have departed *your* province or territory of residence, there is no coverage for any *sickness* that began or for which *you* experienced symptoms during the first 48 hours after the effective date even if related expenses are incurred after the 48-hour waiting period.

#### Expiry Date of Coverage

Coverage under the Single Trip Travel Medical Plan ends on the earlier of:

- 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- the date and time *you* return to *your* province or territory of residence.

*You* may return to *your* province or territory of residence for a temporary visit prior to *your* expiry date and *your* coverage will resume with no additional premium once *you* leave *your* province or territory of residence to resume *your* trip. The premium for the number of days of *your* temporary visit will not be refunded or reissued. Any medical condition for which symptoms were present or *you* received *medical treatment* during a temporary visit is not covered.

For policies providing coverage for travel worldwide excluding the United States of America (USA), coverage is limited to travel outside the USA except for transit through, or stopovers in, the USA of up to 5 days.

For policies providing coverage for travel within Canada only, there is no coverage for any travel outside of Canada.

#### Extending Your Coverage

If *you* wish to extend *your* trip beyond the expiry date of the Single Trip Travel Medical Plan, *you* may purchase a new policy subject to the policy terms, conditions and premium schedule in effect at the time the new policy is requested. The cost of additional days of insurance will be calculated using *your* age on the effective date of the new policy provided that:

- you* remain eligible for insurance;
- you* have not experienced any changes in *your* health since *your* effective date or departure date; and
- a claim has not been made under the initial policy for the specific *trip*.
- the request for the new policy is received prior to the expiry date of *your* coverage; and
- you* remain covered under *your* government health insurance plan for the entire duration of *your* trip.

### MULTI-TRIP TRAVEL MEDICAL PLAN

The Multi-trip Travel Medical Annual Plan provides coverage for any number of *trips* outside of *your* province or territory of residence between the effective and expiry date up to the maximum duration that *you* have purchased as shown on *your* confirmation of insurance, as well as unlimited travel within Canada, but outside *your* province or territory of residence.

In the event of a claim, *you* will be required to provide proof of *your* departure date and *your* return date. Proof can include *your* plane ticket, train ticket, a stamped passport, and/or credit card or bank statement showing purchases in Canada just prior to *your* departure date.

If *your* health changes after the policy effective date, *your* eligibility will not be affected but coverage for that medical condition will be subject to the policy exclusions.

#### Effective Date of Coverage

Coverage under the Multi-trip Travel Medical Annual Plan begins on the latest of:

- the date and time *you* apply for and pay for this insurance; or
- the date and time *you* depart from *your* province or territory of residence; or
- 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### Expiry Date of Coverage

Coverage under the Multi-trip Travel Medical Annual Plan ends at 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance.

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

- 1:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- the date and time *you* return to *your* province or territory of residence; or
- the date *you* reach the maximum duration outside of Canada.

No coverage is in effect for a *trip* outside of *your* province or territory of residence that commenced prior to the effective date or extends beyond the expiry date of the Multi-trip Travel Medical Annual Plan. If a *trip* that began during the coverage period extends beyond the expiry date *you* may purchase a new Multi-trip Travel Medical Annual Plan provided there is no lapse in coverage and the total *trip* duration does not exceed the maximum duration selected for the initial Multi-trip Travel Medical Annual Plan.

*You* may purchase a Top Up for a *trip* that exceeds the maximum duration provided there is no lapse in coverage.

#### Top Up Coverage

A Top Up is a Single Trip Travel Medical Plan that provides coverage for the additional cost of *your* trip if it exceeds the amount covered under the Multi-trip Travel Medical Annual Plan or if *your* trip extends longer than the maximum duration or beyond the expiry date shown on *your* confirmation of insurance.

Coverage commences the day after the expiry date of the Multi-trip Travel Medical Annual Plan.

- Your* additional coverage must be purchased for the entire number of remaining days of *your* trip.
- Your* additional coverage may be purchased after the departure date but must be before the expiry of prior coverage.
- You* must pay the required premium prior to the effective date of the Top Up.

Coverage can be topped up providing that:

- a. you remain eligible for insurance; and
- b. you have not experienced any changes in your health since the later of your effective date or departure date; and
- c. a claim has not been made under the initial policy for the specific trip. If a claim has been made a Top Up may be granted upon review of your file by the insurer; and
- d. the request for Top Up is received prior to the expiry date of your coverage; and
- e. you remain covered under your government health insurance plan for the entire duration of your trip.

## COVERAGE EXTENSION

### Automatic Extension of Coverage

Upon notifying Intrepid 24/7, your coverage will extend automatically, without additional premium, up to 5 days if your return to your province or territory of residence is delayed beyond the expiry date due to any of the following reasons:

- a. Delay beyond your control of the vehicle, airline, bus, train, or government-operated ferry system in which you are riding or are scheduled to ride as a passenger. The delay must occur prior to the expiry date and the conveyance must be due to arrive prior to the expiry date.
- b. Medical evidence supports that you are medically unfit to travel due to a covered sickness or injury on or before the expiry date.

- c. You, your immediate family member or travel companion are hospitalized at the end of your trip as a result of a covered sickness or injury. Coverage extends for the period of hospitalization and the 5 days commences upon release from the hospital.

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

## EMERGENCY HOSPITAL & MEDICAL BENEFITS

The insurer will reimburse the reasonable and customary costs for eligible expenses described in this section that are incurred as the result of a covered emergency during the coverage period, up to \$10,000,000 CAD subject to all policy limitations, exclusions and provisions.

However, certain expenses, as specified below, are covered only with the prior approval of Intrepid 24/7.

### 1. Hospital Accommodation:

- a. Charges up to the semi-private room rate charged by the hospital. If medically necessary, expenses for treatment in an intensive care or coronary care unit are also covered.
- b. Emergency-room fees.
- c. Emergency out-patient services provided by a hospital when medically necessary.

### 2. Medical Services:

- a. Medical treatment by a legally licensed physician, surgeon, anaesthetist or registered graduate nurse (other than an immediate family member of the insured person).
- b. Blood plasma, whole blood or oxygen including their administration.

### 3. Diagnostic Services:

Laboratory tests and x-rays that are ordered by the attending physician and that are part of the emergency medical treatment. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms or ultrasounds and biopsies unless such services are approved in advance by Intrepid 24/7.

### 4. Prescriptions:

Drugs, including injectable drugs and sera, that can only be obtained upon medical prescription, that are prescribed by a physician and that are supplied by a licensed pharmacist when medically necessary for emergency medical treatment, except when needed to stabilize a chronic condition or a medical condition which an insured person had before the trip. This benefit is limited to a 30-day supply per prescription, except while the insured person is hospitalized.

### 5. Private Duty Nurse:

When approved in advance by Intrepid 24/7 and prescribed by an attending physician, the professional services of a registered private duty nurse (other than an immediate family member) as the result of a covered emergency when medically necessary and while hospitalized or in lieu of hospitalization.

### 6. Paramedical Services:

When approved in advance by Intrepid 24/7, the services (including x-rays) of a licensed acupuncturist, chiropractor, chiropractor, optometrist, physiotherapist, podiatrist or osteopath to a maximum of \$500 per insured person, per profession listed above.

### 7. Dental:

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

- a. up to \$5,000 to repair or replace whole or sound natural teeth or permanently attached artificial teeth damaged as a result of an accidental blow to the face; and
- b. up to \$500 for emergency treatment for relief of dental pain caused other than by a blow to the face and for which you have not previously received treatment or advice.

Treatment must be initiated within 48 hours from the time the emergency began and be completed no later than 90 days after treatment began and before your expiry date.

- 8. **Medical Appliances:** When approved in advance by Intrepid 24/7, and prescribed by the attending physician, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a hospital type bed, wheelchair, iron lung or other durable equipment for therapeutic treatment, not exceeding the purchase price.

- 9. **Emergency Transportation:** Licenced ambulance services (includes \$100 taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required emergency medical treatment;

- a. Transportation between hospitals when ordered by the attending physician for emergency medical treatment;
- b. If, as the result of a covered emergency, your treating physician or Intrepid 24/7's Medical Team recommends that you be returned to Canada, the costs incurred for:
  - i. one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher;
  - ii. return economy airfare via the most direct route for a qualified medical attendant to accompany you if required by the airline or if your attending physician states in writing that it is medically necessary;
  - iii. air ambulance if medically necessary
 only when approved and arranged by Intrepid 24/7.

Ground transportation is limited to \$10,000 and air transportation is limited to \$250,000.

- c. up to \$5,000 for your emergency evacuation from a mountainous area, the sea or other remote location to the nearest, most reasonably accessible medical facility or hospital.

- 10. **Transportation to Bedside:** When approved in advance by Intrepid 24/7 single round-trip economy airfare plus up to \$150 per day to a maximum of \$1,500 each for the cost of meals and commercial accommodation for up to two people of your choice to:

- a. be with you if you have been hospitalized as the result of a covered emergency. To be payable, this benefit requires that you eventually be hospitalized as an in-patient for at least 3 consecutive days and that the attending physician provide written certification that the situation was serious enough to warrant the visit; or
- b. identify the deceased insured person prior to the release of the body, where necessary.

- 11. **Repatriation of Remains:** In the event of your death as a result of a covered accident or unforeseen sickness:

- a. up to a maximum of \$15,000 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to your permanent residence in Canada; or
- b. up to \$5,000 for cremation and/or burial at the place of death.

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

- 12. **Meals and Accommodation:** When approved in advance by Intrepid 24/7 up to \$150 per day to a maximum of \$3,000 for your commercial accommodation, meals, essential telephone calls, internet fees, bus or taxi fare, or rental car in lieu, and child care costs for your dependents up to age 18 (excluding childcare provided by an immediate family member), if, upon a physician's advice:

- a. you or your travel companion are hospitalized on the date you are scheduled to return to your province or territory of residence in Canada; or
- b. you or your travel companion are transferred to a different hospital in another city for emergency medical treatment.

The fact that an insured person is unable to travel must be certified by the attending physician and claims must be supported with original receipts from commercial organizations.

- 13. **Hospital Allowance:** Up to \$50 per day to a maximum of \$500 for incidental expenses billed by the hospital such as telephone, television or internet charges while you are hospitalized.

- 14. **Return and Escort of Children:** When approved and arranged in advance by Intrepid 24/7, up to economy airfare to return accompanying dependent children to the departure point in the event that you are returned to Canada under the Emergency Transportation benefit or Repatriation of Remains. The insurer will also pay for an escort to accompany the dependent children.

- 15. **Return of Travel Companion:** When approved in advance by Intrepid 24/7 up to single one-way economy airfare for a travel companion to return to Canada if the insured person is returned to Canada under the Emergency Transportation benefit or the Repatriation of Remains benefit.

- 16. **Pet Return:** When approved and arranged in advance by Intrepid 24/7, up to \$500 for the cost of returning your accompanying dog(s) or cat(s) to your province or territory of residence in the event that you are hospitalized due to a covered sickness or injury or returned to Canada under the Emergency Transportation benefit or the Repatriation of Remains benefit.

- 17. **Vehicle Return:** When approved and arranged in advance by Intrepid 24/7, up to \$4,000 for the cost of returning your vehicle to your residence or to a commercial rental agency in the event that you are unable to return a vehicle to its point of origin due to a covered emergency during your trip.

- 18. **Excess Baggage Return:** When approved and arranged in advance by Intrepid 24/7, up to \$500 for the cost of returning your excess baggage to the departure point in the event that you are returned to Canada under the Emergency Transportation benefit.

- 19. **Return to Original Trip Destination:** When approved and arranged in advance by Intrepid 24/7, up to \$5,000 for one-way economy airfare to return you and one travel companion to the original trip destination in the event that you are returned to Canada under the Emergency Transportation benefit, and the attending physician determines that the medical treatment received in Canada resolved the emergency. The return must occur during the original trip period. A subsequent recurrence or complication of the condition that resulted in you being returned home is excluded under this policy.

- 20. **Identity Fraud Recovery:** Up to \$5,000 for the following costs incurred within 90 days of the end of the coverage period as a result of identity fraud that occurred during the coverage period.

- a. Costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- b. Costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- c. Loan application fees for re-applying for loans due to the rejection of the original application because the lender received incorrect credit information.
- d. Charges for long distance telephone calls or fax transmissions to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- e. Earnings lost by you as a result of time away from work to complete affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel, up to \$250 per day, to a maximum of \$2,000.
- f. Reasonable legal counsel fees incurred, with prior notice to and approval by Intrepid 24/7, for: your defence against any suit by businesses or their collection agencies; removal of any criminal or civil judgements wrongly entered against you; any challenge to the information in your credit report.

Identity Fraud does not include expenses incurred due to any fraudulent, dishonest or criminal act by an insured person, or by any person acting with the insured person, or by any authorized representative of an insured person, whether acting alone or in collusion with others.

## EXCLUSIONS

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

1. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable*:
  - i. In the **30 days** prior to the effective date if you are less than 60 years of age travelling for no more than 35 days; or
  - ii. In the **90 days** prior to the effective date if you are less than 60 years of age travelling for more than 35 days; or
  - iii. In the **90 days** prior to the effective date if you are between 60 and 74 years of age; or
  - iv. In the **180 days** prior to the effective date if you are between 75 and 79 years of age.
2. Expenses related to a *sickness or injury* that would have caused an ordinarily prudent person to seek *medical treatment, advice, diagnosis or care* during the 90 day period immediately prior to the effective date.
3. Expenses related to any *sickness or injury* for which you experienced signs or symptoms after the effective date but did not seek *medical treatment* and such signs or symptoms would have caused an ordinarily prudent person to seek *medical treatment, advice, diagnosis or care*.
4. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
5. For policy extensions or Top Ups any medical condition which first appeared, was diagnosed, or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.
6. Any costs incurred due to *your* travelling against the advice of a *physician*, or any loss resulting from *your sickness or medical condition* that was diagnosed by a *physician* as a *terminal illness* prior to the effective date.
7. Any *medical treatment* which can reasonably be delayed until you return to your province or territory of residence or Canada by the next available means of transportation, whether you intend to or not.
8. Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care.
9. Any *medical treatment* or investigative testing of any medical condition for which you have received *emergency medical treatment* during your trip after the initial *emergency* has ended as determined by Intrepid 24/7's medical team.
10. Non-compliance with any prescribed medical therapy or treatment.
11. Expenses incurred whereby this policy was purchased specifically to obtain *medical treatment* outside your province or territory of residence whether or not recommended by your attending *physician*.
12. Transplants including, but not limited to cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants, including any associated charges.
13. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this policy, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency*.
14. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
15. Expenses for any benefit or *medical treatment* that requires prior approval by Intrepid 24/7 if such approval was not provided, except in extreme circumstances where such *medical treatment* is performed on an *emergency* basis immediately upon admission to *hospital*.
16. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured* is *hospitalized*.
17. Loss, death or injury, if at the time of the loss, death or injury, evidence supports that you were affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant.
18. Routine pre-natal care; your pregnancy or childbirth or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; your child born during your trip.
19. For children under 2 years of age any *sickness* or medical condition resulting from or related to a congenital defect.
20. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
21. An *insured person's* suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
22. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated); scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
23. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
24. Travel to, from or through any country, region or city for which, prior to your departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of your trip if the loss is the result of the reason for which the warning was issued.
25. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or your unlawful visit in any country.
26. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
27. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
28. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

## DEFINITIONS

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

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

**Deductible** means the amount (if applicable), in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured person*, per covered *emergency*.

**Dependent Children** means unmarried persons residing with you and dependent on you for support if you are their parent, grandparent or legal guardian, and on the effective date they are at least 15 days of age and:

- a. under 21 years of age; or
- b. under 26 years of age and a full-time student; or
- c. have a mental or physical impairment.

**Emergency** means an unexpected and unforeseen *sickness or injury* occurring during the coverage period for which you require immediate *medical treatment* to alleviate danger to life or health occurring while on a covered trip, and that such *medical treatment* cannot be delayed until you return to your province or territory of residence or Canada by the next available means, whether you intend to or not. An emergency no longer exists when you are deemed medically fit to travel or you are discharged from the *hospital* and no further benefits are payable in respect of the medical condition which caused the emergency.

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

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

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

**Identity Fraud** means the act of someone knowingly transferring or using, without lawful authority, your means of identity which constitutes a violation of federal law or a crime or offence under any applicable federal, provincial, state, territorial or local law.

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

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

**Insured, Insured Person** means any eligible person named on the application and confirmation of insurance for whom the required premium has been paid.

**Insurer** means Berkley Canada (a Berkley Company) which provides this insurance.

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

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

**Medically Necessary**, in reference to a given service or supply, means such service or supply:

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;

- c. cannot be omitted without adversely affecting the condition of the *insured person* or quality of medical care;
- d. cannot be delayed until the *insured person* returns to his/her province or territory of residence or Canada.

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

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

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

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

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

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

**Sickness** means a sudden and unforeseen disease or disorder of the body which results in loss during the coverage period. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

**Spouse** means the person to whom the *insured* is legally married or with whom the *insured* has been living with in a common-law relationship for at least the last 12 months.

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

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

\*Change includes any new treatment or medication, stopped treatment or medication, increase or decrease in treatment or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when you are taking insulin or oral diabetes medication, or asthma medication.

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

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

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

**Trip** means a journey undertaken by you which commences when you depart your province or territory of residence and ends when you return to your province or territory of residence.

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

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

## LIMITATIONS AND RESTRICTIONS

### Notification to Assistance Company

In the event of a medical *emergency*, you must notify Intrepid 24/7 within 24 hours of admission to a hospital and before any surgery is performed.

Intrepid 24/7 must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to the *insured* undergoing such surgery, procedure, testing or treatment. It remains *your* responsibility to inform *your* attending *physician* to call Intrepid 24/7 for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.

If you fail to contact Intrepid 24/7 without reasonable cause, then the insurer will only pay 80% of the claim payable to a maximum of \$25,000. You will be responsible for any expenses that are not payable by the *insurer*.

The deductible is shown on *your* confirmation of insurance.

### Limitation of Benefits

Once the *insured person* is deemed medically stable to return to his/her province or territory of residence or Canada or by virtue of discharge from a medical facility, the *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

## GENERAL PROVISIONS AND LIMITATIONS

### AGGREGATE LIMIT

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

### ASSIGNMENT OF BENEFITS

Where the *insurer* has paid expenses or benefits to *you* or on *your* behalf under this policy, the *insurer* has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This policy also allows the *insurer* to receive, endorse and negotiate eligible payments from those parties on *your* behalf. When the *insurer* receives payment from any other insurer, or any other source of recovery to the *insurer*, the respective payor is released.

### APPLICABLE LAW

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

### ARBITRATION

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *insured*. The parties agree that any action will be referred to arbitration.

### CURRENCY

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

### LIMITATION OF ACTIONS

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

### LIMITATION OF BENEFITS

Once the *insured person* is deemed medically stable to return to his/her province or territory of residence or Canada, or continue on his/her *trip*, or by virtue of discharge from a medical facility, the *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

### MISREPRESENTATION AND NON-DISCLOSURE

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

### MISSTATEMENT OF AGE

If *your* age has been misstated to the *insurer*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date *you* applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

### OTHER INSURANCE

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage. All co-ordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime

## STATUTORY CONDITIONS

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

### THE CONTRACT

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

### WAIVER

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

### COPY OF APPLICATION

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

### MATERIAL FACTS

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

### NOTICE AND PROOF OF CLAIM

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

### Availability and Quality of Care

Neither the *insurer* nor Intrepid 24/7 shall be responsible for the availability or quality of any *medical treatment* (including the results thereof) or the failure of the *insured person* to obtain *medical treatment* during the coverage period.

### Medical Transfer or Repatriation

The *insurer* reserves the right, as reasonably required and at its expense, to transfer you to any *hospital* or to transport you to *your* province or territory of residence or Canada during or after an *emergency*. If you refuse to be transferred or transported when declared medically fit to travel by Intrepid 24/7's Medical Team, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage for the *sickness* or *injury* ceases upon *your* refusal and no coverage will be provided for that *sickness* or *injury* for the remainder of the coverage period.

### Limitation of Assistance Services

Intrepid 24/7 reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible by Intrepid 24/7. Intrepid 24/7 will use its best efforts to provide services during any such occurrence. You may contact Intrepid 24/7 prior to *your* departure to confirm coverage for *your* insured *trip*.

maximum for all in-country and out-of-country benefits is over \$50,000, the *insurer* will co-ordinate benefits only above this amount.

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

### OVERPAYMENT OF BENEFITS

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

### PREMIUM PAYMENT

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are based on *your* age as of the effective date. If the premium paid is insufficient for the coverage selected, the *insurer* will charge and collect any underpayment. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

### PROTECTING YOUR PRIVACY

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

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

[www.berkleycanada.com/privacy](http://www.berkleycanada.com/privacy).

### REFUNDS

You have the right to cancel this policy within 10 days of receipt of the contract and receive a full refund provided you have not departed on *your trip* and no claim has been or will be made. You must notify *your* broker or sales agent immediately if you wish to cancel *your* coverage and written confirmation must be received within 10 days of receipt.

1. A full refund of the premium paid will be made provided that a written request is received by *your* broker or sales agent prior to the effective date of coverage.
2. The premium paid (less any administration fee of \$25) may be partially refunded in the event that you must return to *your* province, territory of residence or Canada prior to *your* scheduled return date, provided no claim has been incurred at any time during *your* coverage period and/or the return requires a termination of *your* policy. All travellers insured under this policy must return together for a refund to be possible.

**Note:** Requests for refunds must be made in writing within 60 days of *your* policy's expiry date to *your* broker or sales agent. If your broker or sales agent receives satisfactory proof (e.g. airline ticket or customs/immigration stamps) of *your* actual return date to *your* province or territory of residence or Canada, and *your* refund will be calculated from that date. Otherwise, calculation of such refunds will be based on the date of the postmark of *your* written request.

No refund will be issued if the amount of premium to be reimbursed is less than \$20 per policy.

### SUBROGATION

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

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

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

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

## FAILURE TO GIVE NOTICE OR PROOF

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

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

## INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the

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

## RIGHTS OF EXAMINATION

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

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

## WHEN MONEYS PAYABLE

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

## INTERNATIONAL ASSISTANCE SERVICE

If you experience medical signs or symptoms or require medical treatment during your trip, you must contact Intrepid 24/7 immediately:

+1 (800) 203 8508

toll-free from the USA and Canada

+1 (416) 646 3107

collect where available

email:

intrepid@intrepid247.com

**Emergency Call Centre** — No matter where you travel, professional assistance personnel are ready to take your call. Intrepid 24/7 can also provide you with Canada Direct instructions and codes so that you only deal with Canadian telephone operators.

**Referrals** — Intrepid 24/7 can refer you to the preferred medical providers (*hospitals, clinics and physicians*) that are closest to where you are staying. With a referral, it is less likely that you will have to pay for services out of pocket.

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

**Medical Consultants** — Intrepid 24/7's team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, Intrepid 24/7 will help you return to your province or territory of residence or Canada for the care required.

**Urgent Message Relay** — In the event of a medical *emergency*, Intrepid 24/7 will contact your travel companion to keep him or her advised of your medical situation and will help you exchange important messages with your family.

**Interpretation Service** — Intrepid 24/7 can connect you to a foreign language interpreter when required for emergency services in foreign countries.

**Direct Billing** — Whenever possible, Intrepid 24/7 will instruct the *hospital* or clinic to bill Intrepid 24/7 directly.

**Claims Information** — Intrepid 24/7 will answer any questions you have about the eligibility of your claim, standard verification procedures and the way that the benefits under this policy are administered.

Intrepid 24/7 must be contacted before you seek *medical treatment*. If your condition renders you unable to do so, then someone else must contact Intrepid 24/7 immediately on your behalf. It is your responsibility to ensure that Intrepid 24/7 has been contacted prior to receiving *medical treatment* or as soon as reasonably possible.

## CLAIMS

### CLAIMS PROCEDURES

Claims must be submitted within 30 days of the first medical expense. The *insured person* is responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, the *insured person* must:

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

- e. provide written proof of claim within 90 days of the date of receipt of services covered under this policy;
- f. provide additional information pertinent to the *insured person's* claim, as may be required by Intrepid 24/7 after receipt of the claim;
- g. sign and return the authorization form, provided by Intrepid 24/7, allowing the *insurer* to recover payment from the Canadian provincial or territorial government health insurance plan. The *insurer* will coordinate and pay the *insured person's* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on the *insured person's* behalf; and
- h. return the unused portion of the *insured person's* air ticket to Intrepid 24/7, if the Emergency Transportation benefit is used.

All pertinent documents should be sent to Intrepid 24/7.

## IDENTIFICATION OF INSURER

### Underwritten by:

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

### Claims Administered by:

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