

Emergency Assistance

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

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

+1 (416) 646 3107
collect where available

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 unexpected 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. See Limitations and Restrictions section.

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 (except as provided in the Top Up Coverage section); and
- be at least 15 days of age and less than 80 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

- not be travelling to obtain *medical treatment* outside *your* province or territory of residence whether or not recommended by *your* attending *physician*; and
- not have used, or been prescribed, home oxygen during the 12 months prior to the effective date; and

If *you* are between 60 and 80 years of age *you* must also;

- be travelling for a total of no more than 35 days; and
- not have been diagnosed with congestive heart failure; 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 \$7,000,000 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
- 12:00 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
- 12:00 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:

- 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; 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 additional days for *your trip* if it exceeds the number of days covered under a Canuck Voyage Multi-Trip Travel Medical Annual Plan.

A Top Up can also be purchased for additional days for a *trip* covered by another travel insurance plan when the *trip* extends longer than the expiry date of the other coverage.

Top Up coverage may be purchased after *your* departure date, but must be purchased prior to the end of the existing coverage. Top Up coverage commences after the end of the existing coverage.

You may purchase a Top Up provided:

1. *Your* additional coverage is purchased for the entire number of remaining days of *your trip*; and
2. *you* pay the required premium prior to the effective date of the Top Up; and

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.

3. the request for Top Up is received prior to the expiry date of *your* existing coverage; and
4. *you* remain eligible for this insurance; and
5. *you* have not experienced any changes in *your* health since the later of *your* effective date or departure date; and
6. no claim has been or will be 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*.

- 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 \$7,000,000 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 *medical 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*).
- 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 *you* had before *your trip*. This benefit is limited to a 30-day supply per prescription, except while *you* are *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 Emergency

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

Licensed 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 *you* prior to the release of *your* body, where necessary.

11. Repatriation of Remains

In the event of *your* death as a result of a covered *accident* or unexpected *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 childcare costs for *your dependent children* 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 *you* are 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 Benefit #9 - Emergency Transportation or Benefit #11 - 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 *you* are returned to Canada under Benefit #9 - Emergency Transportation or Benefit #11 - Repatriation of Remains.

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 Benefit #9 - Emergency Transportation benefit or Benefit #11 - Repatriation of Remains.

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 Benefit #9 - Emergency Transportation.

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 Benefit #9 - Emergency Transportation, 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 *you*, or by any person acting with *you*, or by any authorized representative of *you*, 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 *medical treatment*.
11. Any expenses resulting from a motor vehicle *accident* where *you* are covered under any other insurance policy, including motor vehicle insurance, except when such other insurance coverage is exhausted.
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.
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. *Your* commitment of or attempt to commit an illegal act or a criminal act.
21. *Your* suicide, attempted suicide or self-inflicted *injury*, whether *you* are 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 *you* are 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 an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

Deductible means the amount (if applicable), in Canadian dollars, which *you* 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 *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 *your 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.

Injury means unexpected harm to the body that is caused by an *accident*, sustained by *you* during the coverage period and that requires *emergency medical 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 Markel Syndicate Management Limited 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 *your* condition or quality of medical care;
- d. cannot be delayed until *you* return to *your* 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 *you* 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 *medical treatment* of a similar *sickness* and/or *injury*.

Sickness means an unexpected 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 *you are* legally married or with whom *you* have 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.

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 *your* 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 *you* are deemed medically stable to return to *your* 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

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 *your* Canadian province or territory of residence. 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 *you* have paid a covered expense in a currency other than Canadian currency, *you* 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 *you* are deemed medically stable to return to *your* province or territory of residence or Canada, or continue on *your* 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 *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or *your* interest therein, or if *you* refuse to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under this policy. Consequently and following a loss, no claim shall be payable by the *insurer* and *you* shall be solely responsible for all expenses relating to *your* 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 *you* are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime 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.

Terminal Illness means *you* have a condition that is cause for the *physician* to estimate that *you* have 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 group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

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*.

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 *your* failure 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.

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.markelinternational.com/foot/privacy-policy

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.

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.

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.

For policies covering multiple family members under one policy number, refunds will only be considered if all *insured persons* under that policy number are eligible for a refund and the refund is requested for *insured persons* covered by that policy.

Refunds or cancellations of Multi-Trip Annual plans will only be considered if the request is made prior to the effective date or if no travel has taken place.

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, *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 *you* suffer a loss covered under this policy, *you* grant the *insurer* the right to take action to enforce all *your* 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 *you*, 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 *your* name, and *you* 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 *you* institute a demand or action for a covered loss, *you* shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.

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 *you* or to a claimant under the contract a copy of the application.

MATERIAL FACTS

No statement made by *you* 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

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

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

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

- b. within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
 - i. the happening of the *accident* or the start of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,

- iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and
- c. if so required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident*, *sickness* or disability for which claim may be made under the contract and as to the duration of such *sickness* or disability.

FAILURE TO GIVE NOTICE OR PROOF

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

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

INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit their proof of claim in the form of a written statement of the cause or nature of the *accident*, *sickness* or disability giving rise to the claim and of the extent of the loss.

RIGHTS OF EXAMINATION

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

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

WHEN MONEYS PAYABLE

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

INTERNATIONAL ASSISTANCE SERVICE

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

+1 (800) 203 8508

toll-free from the USA and Canada

+1 (416) 646 3107

collect where available

intrepid@intrepid247.com

Emergency Call Centre — No matter where *you* are professional assistance personnel are ready to take *your* call 24 hours a day, 7 days a week.

Referrals — Intrepid 24/7™ can refer *you* direct *you* to nearby medical providers (*hospitals*, clinics and *physicians*).

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

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

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*.

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

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. *You* are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, *you* 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 *your* 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 *your* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on *your* behalf; and
- h. return the unused portion of *your* 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:

Markel Syndicate Management Limited

20 Fenchurch Street

London, UK EC3M 3AZ

Claims Administered by:

Intrepid 24/7™

150 King Street West, Suite 602, PO Box 75

Toronto, Ontario M5H 1J9