

Visitors To Canada Travel Insurance Policy Wording

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Radioactive Contamination Exclusion Clause

This policy excludes any claim directly or indirectly consequent upon or contributed by

- a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- b) Radioactive toxic explosion or other hazardous properties of any explosion, nuclear assembly, or nuclear component thereof, howsoever such release or explosion is caused.

Sanction Limitation and Exclusion Clause

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

LMA 3100

Important Notice Regarding the Patient Protection and Affordable Care Act

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

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

Geographical Area of Coverage

Canada

*Please note: Words or phrases in italics are defined later in the policy wording.

Eligibility

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

1. be a US citizen or resident travelling to Canada (this insurance does not provide coverage to US citizens or residents while in the US), and
2. be at least 15 days of age and less than 85 years of age;
3. not be travelling against the advice of a physician and/or not have been diagnosed with a terminal illness; and

4. not be experiencing any new or undiagnosed signs or symptoms and/or know of any reason to seek medical attention; and
5. 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).
6. have not been diagnosed or treated for any kind of metastasized cancer, or pancreatic, liver, lung or brain cancer;
7. have not been diagnosed or treated for kidney condition requiring dialysis within the last 12 months
8. have not been diagnosed or treated for bone marrow or organ transplant within the last 24 months
9. have not required the use of home oxygen in the 12 months prior to the effective date.

Insuring Agreement

1. In consideration of having paid the required premium in full for the selected *sum insured*, the *insurer* agrees to pay the *reasonable and customary costs* up to the selected *sum insured* incurred by *you* in case of an *emergency* occurring while in Canada. There is no coverage while in *your country of origin* and or the United States of America and its territories.
2. The *insurer* will pay such eligible expenses, less any applicable *deductible*, up to the amount shown in the schedule of fees set by the government plan in *your* province or territory of residence in Canada for non-Canadian residents only in excess of those reimbursable by any group or individual, private or public plan or contract of insurance, including any auto insurance plan.
3. Subject to all terms and conditions of the policy, the benefits are payable to a **maximum** of the *sum insured* in so far as such services are *medically necessary*. Benefit limits are per *insured person*, per *trip* including any extensions.
4. This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
5. The *insurer* reserves the right to decline any application or any request for an extension of coverage.
6. The plan type purchased, and the *sum insured* selected cannot be changed once the policy is in force.
7. 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

1. The maximum coverage period under this plan is 365 days per policy. The maximum coverage period per policy for persons 45 years and younger is two years (730 days). For persons 46 and older the maximum coverage period per policy is one year (365 days).

2. **Effective Date**

Your insurance policy commences on the latest of:

- a. the date and time *you* apply for and pay for this insurance;
- b. 12:01 a.m. (local time) on the effective date as shown on *your* Declaration of Insurance; or
- c. the date and time of *your* arrival in Canada. Proof of *your* date of arrival may be required.

Exception: When this policy is purchased prior to leaving *your country of origin*, and provided the appropriate premium is paid, coverage will commence on the date of departure from *your country of origin* (date indicated on *your* plane ticket) for *your* uninterrupted travel to Canada.

3. **Waiting Period**

If *you* purchase this coverage after *your* arrival in Canada there is no coverage for any *sickness* that began, or for which *you* experienced symptoms, during

- a. the 48-hour period following the effective date of the policy if insurance is purchased within 30 days of *your* arrival to Canada
- b. the 5-day period following the effective date of the policy if insurance is purchased more than 30 days after *your* arrival to Canada.

Exception: The Waiting Period will be waived if this policy is purchased on or prior to the expiry date of an existing Visitors to Canada Travel Insurance policy already issued by the *insurer*, to take effect on the day following such expiry date provided no increase in the *Sum insured* option is applied for. The existing policy must be in effect on the date of purchase and there must be no gap in coverage.

4. **Expiry Date**

Coverage under this plan terminates on the earliest of:

- a. 11:59 p.m. (local time) on the expiry date shown on *your* Declaration of Insurance;
- b. 365 days after the effective date of *your* insurance;
- c. the date *you* become eligible for a *government health insurance plan* in Canada;
- d. the date and time *you* arrive in *your country of origin*
- e. 11:59 p.m. (local time) on an earlier date calculated by the *insurer* due to an incorrect or insufficient premium payment;

5. **Extending Your Coverage**

If *you* wish to remain in Canada beyond the expiry date of this policy, *you* may renew via the Smart Bunny App or with the assistance of a Smart Bunny Agent prior to the expiry date and have no reason to seek medical attention during the new period of coverage.

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 the age of the *insured* on the effective date of the new policy provided that:

- a. *you* remain eligible for insurance;
- b. *you* have not experienced any changes in *your* health since *your* effective date or arrival date;
- c. the request for the new policy is received prior to the expiry date of *your* coverage;
- d. the required premium is paid.

If *you* have submitted a claim, the *insurer* will review *your* file before granting an extension. Any condition for which *you* were treated during the initial period of coverage will automatically be excluded from the extended coverage period. The *insurer* reserves the right to decline any request for extension. Note: The minimum premium is \$50 per policy.

6. **Family Coverage**

If *you* have purchased *family* coverage at the time of application, *your* policy covers *you* and all *family* members named on the application (please refer to the definition of *family*) if:

- a. coverage dates are the same for all *family* members; and

- b. the required premium for *family* coverage is paid prior to the effective date of the policy, as shown on the application or confirmation of insurance.

7. Automatic Extension of Coverage

Upon notifying INTREPID 24/7 *your* coverage will extend automatically, without additional premium, for up to 72 hours if *your* stay is prolonged 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 return to *your country of origin* due to a covered *sickness* or *injury* on or before the expiry date.
- c. *You* are *hospitalized* due to an *emergency* on the expiry date indicated on *your* confirmation of insurance as a result of a covered *sickness* or *injury*. Coverage extends for the period of *hospitalization* and the 72-hour extension will commence upon release from *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.

Definitions

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

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

Assistance Company means the company designated by the *insurer* to provide *emergency* assistance services.

Country of origin means the country for which the *insured person* holds a passport. If the *insured person* holds more than one passport, the *country of origin* will be taken to mean the country that the *insured person* has declared on the application. Where a *family* is to be covered by the policy, there will be deemed to be one *country of origin* for the *family*, which will be the *country of origin* declared on the application. Note: no coverage is available in the USA or its territories.

Deductible means the amount (if applicable), in US 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* for the relief of acute pain or suffering occurring while on a covered *trip* and that such *medical treatment* cannot be delayed until *your* return to *your country of origin*, whether *you* intend to or not. An *emergency* no longer exists when *you* are declared medically fit to travel by INTREPID 24/7's Medical Team and no further benefits are payable in respect of the medical condition which caused the *emergency*.

Family means *you* and/or *your spouse* up to age 69 and *your dependent children* when *your* names appear on the application or confirmation of insurance. Coverage dates must be the same for all *family* members. All *family* members must live at the same address while in Canada.

Government health insurance plan means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

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

Hospitalization or Hospitalized means an *insured* occupies a *hospital* bed for more than 48 hours for *medical treatment* and for whom admission was recommended by a *physician* when *medically necessary*.

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 an 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 certain Lloyd's Underwriters who provide 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 their *country of origin*.

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

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 mean 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) 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.

Sum insured means the maximum amount payable that *you* have selected at the time of purchase and paid for, or that applies to a given insurance coverage.

Terminal illness means the *insured person* has a condition that is cause for the *physician* to estimate that the *insured person* has less than 12 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.

Trip means the period between the effective and expiry date shown on *your* confirmation of insurance.

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

Policy Exclusions

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

1. Any *sickness, injury* or medical condition that existed prior to the effective date other than:
 - a. Up to Age 65: Any *sickness, injury* or medical condition that was *stable* in the 90 days prior to the effective date and have purchased the Pre-Existing Medical Condition Rider.
 - b. Age 65-84: Any *sickness, injury* or medical condition that was *stable* in the 180 days prior to the effective date provided *you* have accurately answered no to all questions on the medical declaration and have purchased the Pre-Existing Medical Condition Rider.
 - c. Any *sickness* or *injury* that resulted in a claim on a previous policy issued by SmartBunny Insurance.
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. 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.
4. Any *sickness* or *injury* which occurred prior to the effective date of *your* policy when coverage has been extended after *your* arrival in Canada.
5. Any costs incurred outside of Canada after *you* exceed 31 consecutive days in any country other than Canada during the coverage period.
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 country of origin* by the next available means of transportation, whether *you* intend to return or not.
8. Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, convalescent or ongoing care or *medical treatment* of an acute *sickness* and/or *injury* after the initial *emergency* has ended.
9. Non-compliance with any prescribed *medical treatment*, therapy or medical advice.
10. Expenses incurred whereby this policy was purchased specifically to obtain *medical treatment* outside *your country of origin*, whether or not recommended by *your attending physician*.
11. Any *medical treatment* in *your country of origin* or the United States of America and or its territories.
12. Any medical condition for which symptoms were present or for which *you* received *medical treatment* during a temporary visit to *your country of origin* during the coverage period.
13. Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices, or implants including any associated charges. Implants required to stabilize an *emergency* medical condition may be covered if pre-approved by INTREPID 24/7.
14. 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*.
15. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
16. Routine pre-natal care; *your* pregnancy or childbirth or complications thereof occurring within the 9 weeks before and after the expected delivery date.
17. For children under 2 years of age any *sickness* or medical condition resulting from or related to a congenital defect.
18. 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*. In the event INTREPID 24/7 is not notified, coverage will be limited to 80% of the benefit maximum, except for extreme and extenuating circumstances.
19. A disorder, disease, condition, or symptom that is emotional, psychological, or mental in nature unless the *insured* is *hospitalized*.
20. 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, intoxication due to alcohol over the legal limit, prohibited drugs or any other intoxicant.
21. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
22. *Your* suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
23. 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) or scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
24. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.

25. 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.
26. 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.
27. *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.
28. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
29. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

This policy also includes the following exclusion:

NUCLEAR/CHEMICAL/BIOLOGICAL *TERRORISM* EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any claim(s) in any way caused or contributed to by an act of *terrorism* involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

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

If the Underwriters allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

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WAR AND *TERRORISM* EXCLUSION

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

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

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

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

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

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

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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* up to the *sum insured*, 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 ward 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:** *Medical treatment* by a legally licensed *physician*, surgeon, anaesthetist, or registered graduate nurse (other than an *immediate family member* of the *insured person*).

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 and up to \$500 per prescription unless 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 by an *immediate family member*) as the result of a covered *emergency* when *medically necessary* and while *hospitalized* or in lieu of *hospitalization*. Coverage is limited to \$5,000 when in lieu of *hospitalization*.

6. **Paramedical Services:** When approved in advance by INTREPID 24/7, the services (including x-rays) of a licensed chiropractor, physiotherapist, podiatrist, or osteopath to a maximum of \$300 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 \$2500 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 \$300 for relief of pain caused other than by an *accidental* 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 or *you* return to *your country of origin*.

8. **Medical Appliances:** When approved in advance by INTREPID 24/7 and prescribed by the attending *physician*, up to a maximum of \$5,000 for minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair, not exceeding the purchase price.

9. **Emergency Transportation:**

- a. Licenced ambulance services (includes taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*;
- b. Transportation between *hospitals* when deemed necessary and ordered by the attending *physician* for *emergency medical treatment*;
- c. 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 or your *country of origin*, 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 or upgrading charges if your attending *physician* states in writing that it is *medically necessary*;
 - 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 in advance.

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

- a. up to a maximum of \$7500 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to your *country of origin*; or
- b. up to \$3000 for cremation and/or burial at the place of death. The cost of the casket, urn or funeral is not covered.

11. **Hospital Allowance:** Up to \$50 per day to a maximum \$1500 for incidental expenses billed by the *hospital* such as telephone, television, or internet charges while you are *hospitalized*.

12. **Follow-up Visits:** When approved in advance by INTREPID 24/7, up to 3 follow-up visits, provided they are directly related to your covered *emergency*.

13. **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 your *country of origin* or Canada under the *Emergency Transportation* benefit. The *insurer* will also pay for an escort to accompany the *dependent children*.

14. **Excess Baggage Return:** When approved and arranged in advance by INTREPID 24/7, up to \$250 for the cost of returning your excess baggage to the departure point in the event that you are returned to your *country of origin* or Canada under the *Emergency Transportation* benefit.

15. **Accidental Death & Dismemberment:** The *insurer* agrees to pay up to \$25,000 for loss of life, limb or sight of an *insured person* resulting directly from *accidental injury* occurring during the coverage period, except while boarding, riding in, or alighting from an aircraft. Benefits are payable according to the following schedule:

- a. 100% of *sum insured* resulting from the same *accidental injury* for loss of:
 - i. life; or
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or
 - v. one hand and entire sight of one eye; or

- vi. one foot and entire sight of one eye.
- b. 50% of *sum insured* resulting from the same *accidental injury* for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if *you* suffer more than one of these losses.

16. Exposure and Disappearance: If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:

- a. as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b. *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

Claims Procedures

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 submit:

- a. a fully completed Claim Form (provided by INTREPID 24/7 upon notification of claim);
- b. 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. 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. a copy of *your* airfare ticket and passport confirming travel dates and entry into Canada. For side *trips*, proof of both departure from and return to Canada. The type of proof depends on whether *you* travelled via airline or car. (for example, copies of airline tickets, itinerary, boarding passes, gas receipts, hotel receipts, meal receipts, toll highway receipts, original duty-free shop receipts.)
- e. written proof of claim within 90 days of the date of receipt of services covered under this policy;
- f. additional information pertinent to the *insured person's* claim, as may be required by INTREPID 24/7 after receipt of the claim;
- g. 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

Assistance Services

If *you* require *medical treatment* during *your trip*, *you* must contact INTREPID 24/7 immediately at:

- +1 (800) 203-8508 - toll-free from Canada and the USA
- +1 (416) 646-3107 - collect where available
- intrepid247@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* to nearby medical providers (*hospitals, clinics and physicians*).

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*.

Direct Billing - Whenever possible and for eligible services according to the policy terms, 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.

Limitations and Restrictions

Notification to Assistance Company

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.

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.

If *you* fail to do so without reasonable cause, then the *insurer* will 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*.

Limitation of Benefits

Once the *insured person* is deemed medically *stable* to return to their *country of origin* 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.

Inability to Obtain Medical Records

In the event that the *insurer* is unable to obtain medical records from *your country of origin* *your* medical history will be based on information developed from *your* attending *physician's* report, medical examination or other sources of pertinent information.

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 Canada or *your country of origin* during an *emergency* for *medical treatment* of *your* *sickness* or *injury*. 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 for such *sickness* or *injury* 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.

General Provisions

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 USD.

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 US Dollar Currency. If an *insured person* has paid a covered expense in a currency other than US Dollar currency, the *insured person* will be reimbursed in US Dollar 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 their *country of origin* 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 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 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 *your country of origin* that are in excess of the amounts for which an *insured person* is *insured* under such other coverage.

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 Smart Bunny's privacy policy please see: <https://www.SmartBunnyinsurance.com/en/privacy>

Refunds

1. **10-day Free Look:** You have 10 days starting from the application date of the Policy to review this Policy to ensure it meets your Insurance needs. Within the 10 day "free-look period" a full refund is available provided the policy has not come into effect and the Policy has not expired. If this policy is purchased after arrival in Canada, this provision does not apply. To cancel your policy, you must contact SmartBunny Insurance during business hours. The request must be received no later than 10 days starting from the application date of the Policy.
2. If cancellation of *your* policy is requested before the effective date but after the 10-day free-look period, the full premium will be refunded less a \$50 Administration Fee.
3. Cancellation after the effective date of the policy is subject to a \$50 Minimum Retained premium as long as the policy duration, including any extension of coverage, is less than 120 days; otherwise, a \$225 minimum retained premium applies.
4. A pro-rata refund for the unused portion of the premium may be granted if termination of *your* policy is requested because *you* must return to *your country of origin* prior to *your* scheduled return date, or *you* become eligible and/or covered under a *government health insurance plan* during the coverage period. A partial refund of premium (less any applicable fees and minimum retained premium) may be refunded, provided no claim has been incurred at any time during *your trip*. A cancellation form must be completed, including proof of return

home or eligibility for *government health insurance plan*, otherwise no refund will be issued.

General Refund Rules:

1. Requests for refunds must be received in writing by SmartBunny Insurance no later than 30 days from the date *you* became eligible and/or covered under a *government health insurance plan*, or the date of *your* early return, or the expiry date of *your* policy.
2. All refund requests are subject to a \$50 Administration Fee.
3. All refunds are subject to a minimum retained premium
4. If you have a claim, your policy is non-refundable and any outstanding premiums are due immediately.

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.

Statutory Conditions (General Conditions in Quebec)

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

The Contract

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

Waiver

The *insurer* is deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*. COPY OF APPLICATION The *insurer* must, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

Material Facts

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

Notice and Proof of Claim

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

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

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

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.

Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for your age each time you apply or extend your insurance. A family rate is available. Family includes the applicant, age 69 and under, the applicant's spouse, age 69 and under, and dependent children. The premium for family coverage is calculated at two times the premium for the eldest adult age 69 and under.

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.