

TRAVEL INSURANCE PLAN A (WITH TRIP CANCELLATION)

The guard.me Global Travel Insurance Plan A (with trip cancellation) consists of two components:

1) guard.me Global Travel Insurance Policy Underwritten by Old Republic Insurance Company of Canada

Please see attached **guard.me Global Travel Insurance Policy** commencing on **page 2** of this document for complete descriptions of the benefits (including benefit limits), terms, conditions, limitations and exclusions for the plan purchased.

2) guard.me International Student Third Party Liability Rider Underwritten by Unica Insurance Inc.

BENEFIT	BENEFIT MAXIMUM
Third Party Liability	\$1.000.000

Please see guard.me International Student Third Party Liability Rider attached to the **guard.me Global Travel Insurance Policy** on **page 29** for complete descriptions of the benefits, terms, conditions, limitations and exclusions.

guard.me GLOBAL TRAVEL INSURANCE POLICY PLAN A

Underwritten By Old Republic Insurance Company of Canada

BEFORE YOU DEPART

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 23. If **you** have any questions, contact **guard.me**.

This **policy** covers only the specific situations, events and losses mentioned in this document and only under the conditions **we** describe.

This **policy** is secondary to all other sources of coverage. Any benefits payable under this **policy** are in excess of any other coverage **you** may have with any other insurance company or any other source of recovery, including any credits or travel vouchers **you** are entitled to.

10 DAY RIGHT TO EXAMINE

You may cancel this **policy** within 10 days of purchase for a full refund if you have not departed on your covered trip and there is no claim in process.

IMPORTANT NOTICE

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel as your coverage is subject to certain limitations, conditions or exclusions.
- Pre-existing condition exclusions may apply to medical conditions and/or symptoms that existed prior to your covered trip. Check page 5 to see how these apply to your policy and how they relate to your departure date, date of purchase or effective Date.
- In the event of an **injury** or **sickness**, prior medical history will be reviewed when a claim is reported.
- This policy provides travel assistance and you are required to notify the emergency assistance provider prior to treatment. This policy limits benefits should you not contact the assistance provider within the specified time period.

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ELIGIBILITY REQUIREMENTS

guard.me Global Travel Insurance is available to persons under 65 years of age on the **departure date**, travelling outside their **home country** as a student, faculty, teacher, chaperone, participant in educational/business/cultural exchanges, along with their **spouse**, parents and dependents over the age of 15 days and under 19 years.

If **you** do not meet the requirements and conditions listed below, **your** insurance is void and the **company's** liability is limited to a refund of the premium paid:

- You must be insured for the full duration of the covered trip.
- The **policy** must be purchased prior to **your** departure from Canada.
- Coverage is effective throughout the world except in your home country.
- You must not have a medical condition for which a physician has advised you against travel prior to your effective date.
- You must not have been diagnosed with a terminal sickness prior to your effective date.
- The covered trip must not exceed 365 days.
- Any child born during the **covered trip** is not entitled to coverage under this **policy**.

SCHEDULE OF MAXIMUM BENEFITS

	BENEFIT SECTIONS	PLAN A
1	TRAVEL ASSISTANCE	INCLUDED
2	TRIP CANCELLATION & TRIP INTERRUPTION	
	TRIP CANCELLATION	TRIP COST UP TO \$5,000
	TRIP INTERRUPTION-UNUSED LAND	TRIP COST UP TO \$5,000
	TRIP INTERRUPTION-RETURN FLIGHT	TRIP COST UP TO \$5,000
	ACT OF TERRORISM	SEE PAGE 9
	ACCOMMODATION & MEALS	\$300
3	TRIP DELAY	\$1,500
	ACCOMMODATION & MEALS	\$200
4	EMERGENCY MEDICAL	
	HOSPITAL & MEDICAL	\$2,000,000
	ACCIDENTAL DENTAL	\$1,500
	EMERGENCY MEDICAL EVACUATION/ RETURN HOME	\$2,000,000
	ACCOMMODATION & MEALS	\$450
	INCIDENTAL EXPENSES	\$250
	REPATRIATION OF REMAINS	\$2,000,000
	CREMATION/BURIAL AT DESTINATION	\$5,000
5	BAGGAGE & PERSONAL EFFECTS	\$800
	BAGGAGE DELAY	\$100
	MAXIMUM PER ITEM	\$300
	PERSONAL MONEY	\$100
6	ACCIDENTAL DEATH AND DISMEMBERMENT	\$25,000

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IMPORTANT INFORMATION ABOUT PRE-EXISTING CONDITIONS

A pre-existing condition is any medical condition other than a minor illness that exists prior to your effective date. Coverage is provided for a pre-existing condition if it was stable within the time periods listed in the Stability Table below:

STABILITY TABLE			
Age	Stability Period	Counting Back From	
For Trip Cancellation Benefits			
0-59	60 days	The date the required	
60 and over	90 days	premium is paid.	
For Trip Interruption Benefits			
0-59	60 days	Departure Date	
60 and over	90 days		
For Emergency Medical Benefits			
0-59	60 days	Departure Date	
60 and over	90 days		

Coverage under Trip Cancellation, Trip Interruption and Emergency Medical is not provided for any claims arising from:

- a) a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina;
- b) a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone).

PERIOD OF COVERAGE

Effective Date – When Coverage Begins

Coverage	Effective Date	
Trip Cancellation	The date and time the required premium is paid.	
Trip Interruption	Begins on the departure date of your covered trip.	
Emergency Medical	Begins on the departure date when you leave Canada on your covered trip.	
All Other Benefits	Begins on the departure date of your covered trip.	

When Coverage Ends

Your Coverage ends on the earliest of the following events:

- 1. The date and time **you** cancel **your** insurance prior to departure;
- 2. When you cancel your covered trip;
- 3. On the date you return to Canada;
- 4. The date **your policy** expires as shown on **your policy** confirmation document or **application** for this insurance; or
- 5. The date you cease to be eligible for coverage under this policy.

Your coverage will not end if you temporarily return to Canada or your home country to attend a funeral or got to the bedside of a hospitalized family member. In such a case, your policy will remain in effect up to your original return date except we will apply the pre-existing condition

exclusion based on your new departure date upon continuing your covered trip.

Automatic Extension of Coverage

Your insurance will automatically be extended beyond your scheduled return date as shown on your policy confirmation document or application for this insurance if:

- Your scheduled common carrier is delayed or you are delayed due to circumstances beyond your control, coverage will be extended for up to 72 hours: or
- 2. You, your travelling companion or a family member travelling with you are admitted to hospital on or prior to your scheduled return date. Coverage will be extended for the duration of the hospital stay and for up to 5 days after discharge from the hospital while outside Canada; or
- 3. You, your travelling companion or a family member travelling with you are unable to travel due to a medical reason that does not require hospitalization. Coverage will be extended for up to 3 days and must be documented by a physician at your destination.

Extending Coverage After Departure

If you decide to extend your covered trip after departure, call guard.me. We will extend your coverage under this policy beyond your scheduled return date, as long as:

- You have not experienced an injury or sickness, or have not had medical treatment during your covered trip;
- 2. Coverage under this **policy** is in force at the time **you** request an extension; and
- 3. You pay any additional required premium for such extension.

In all other circumstances, coverage may be extended, but only at **our** discretion. In no event shall coverage be extended for a period exceeding 365 days from **your** original **departure date**.

Failure to make medical information known will render this coverage extension null and void.

How Do You Become Insured

You become insured and this document becomes an insurance policy:

- When you are named on a completed insurance application; and
- When you pay the required premium on or before your coverage effective date.

TRAVEL ASSISTANCE

When It Applies

If you require **emergency** medical assistance or other help while travelling on your **covered trip**.

What We Provide - 24/7

- a) Medical Assistance
- b) Medical Evacuation and Repatriation Assistance
- c) Emergency Return Home Travel Assistance
- d) Travel Arrangement Assistance
- e) Lost or Delayed Baggage or Document Assistance
- f) Legal or Translation Assistance

You will be responsible or any related charges not covered by the policy.

What To Do When You Need Assistance

Have **your policy** number or **policy** confirmation with **you** at all times. **You** can contact **our** assistance provider at the telephone numbers listed below. Access is available 24 hours per day, 365 days per year. If **you** cannot successfully place a collect call to the **emergency assistance provider** as instructed, please dial direct and submit the charges incurred to make the call along with **your** claim documents.

USA & Canada 1-800-334-7787 Direct Dial Collect 1-905-667-0587

Email: assistance@oldrepubliccanada.com

When contacting **our** assistance provider, please provide **your** name **your** policy number, **your** location and the nature of the **emergency**. **You** will be referred to the most appropriate service provider for **your** situation. Where a claim is payable, **we** will arrange, to the extent possible, to have any medical expenses billed directly to the **company**.

Limitation on Emergency Assistance Provider Services

The company and/or the claims administrator and/or the emergency assistance provider will use its best efforts to provide services during any event, but reserves the right to suspend, curtail or limit services in any area or country if the need arises.

The emergency assistance provider's obligation to provide services described in this policy is subject to the terms, conditions, limitations and exclusions set out in this policy. The medical professional(s) suggested or designated by the company, claims administrator or the emergency assistance provider to provide services according to the benefits and terms of this policy are not employees of the company, the claims administrator or the emergency assistance provider. Therefore, the company, the claims administrator and the emergency assistance provider shall not be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive any medical treatment or service.

TRIP CANCELLATION AND TRIP INTERRUPTION

When It Applies

If you must cancel your covered trip on or before the departure date or interrupt your covered trip while you are travelling.

Covered Events

For insurance coverage to apply, the cancellation or interruption of **your covered trip** must result from any one of the following unforeseen events occurring during **your** coverage period that prevents **you** from travelling:

<u>Health</u>

- 1. Any **injury** or **sickness** occurring to:
 - a) You, your travelling companion, or a family member of either, travelling with you on your covered trip;
 - b) Your or your travelling companion's family member not travelling with you on your covered trip;
- You or your travelling companion are medically unable to receive a
 vaccination that is required for entry into a country, region or city
 originally determined to be your destination, provided that such
 vaccination was not mandatory on your effective date.
- Quarantine of you or your travelling companion. Note, government imposed quarantines upon arrival at or return from your destination are not covered.

You must provide detailed medical documentation from a physician including a statement advising not to travel if the trip cancellation or trip interruption was caused by or resulted from an injury, sickness or quarantine. Failure to do so will result in non-payment of the claim. We reserve the right to examine medical records or documentation relating to your claim(s) from any licensed physician, dentist, medical practitioner, hospital, clinic, insurer, individual, institution or other provider of service relating to the pre-existing time period pertaining to the claim presented. (See the pre-existing condition exclusion on page 20.)

Death

- 4. Your or your travelling companion's death, the death of your or your travelling companion's family member or your friend which occurs during the coverage period.
 - This does not include travel for the purpose of visiting a person suffering from a medical condition who dies due to that medical condition and whose death is the cause of cancellation or interruption of your covered trip.

Pregnancy and Adoption

- 5. You, your travelling companion or the spouse of either:
 - a) experience complications in the first 26 weeks of pregnancy if the attending physician advises against travel; or
 - b) has a pregnancy that is diagnosed after the effective date of this insurance if your covered trip is scheduled to take place within the 14 weeks prior to or after the expected delivery date.
- The legal adoption of a child by you or your travelling companion when the notice of adoption was received after the effective date of this insurance.

Transportation and Accommodation

- 7. Your or your travelling companion's principal residence is made uninhabitable by fire, vandalism, burglary or natural disaster
- 8. Burglary of your or your travelling companion's principal residence within 7 days of your departure date or during your covered trip.
- 9. Death, hospitalization or quarantine of your host at destination.
- Your or your travelling companion's destination accommodations made uninhabitable for the period of your covered trip due to fire, vandalism, burglary or natural disaster.
- 11. As the result of a cancellation of a cruise or tour included in your covered trip for reasons beyond your control except for bankruptcy or default, we will reimburse you up to \$1,000:
 - a) prior to departure from your departure point for your nonrefundable prepaid airfare that is not part of your cruise or tour package; or
 - b) after departure from your departure point but prior to departing on your cruise or tour, we will reimburse you for the added expense resulting from the lower of a change fee or one way fare to return to your departure point.

Weather

12. Weather conditions causing the scheduled carrier, on which you or your travelling companion are booked to travel, to be delayed resulting in you losing at least 30% of your covered trip duration. If you experience a delay which results in you losing less than 30% of your covered trip, there may be coverage under Trip Delay See page 10.

Employment or Educational Obligations

13. The requirement that you or your travelling companion attend a university or college course examination on a date that occurs during your covered trip, provided that the examination date which was published prior to your effective date was subsequently changed after the effective date.

- 14. The rescheduling of university or college classes of you or your travelling companion to a date that occurs during your covered trip due to unusual circumstances beyond your or your travelling companion's control and the control of the university or college provided that both the unusual circumstances and the resulting rescheduling occurred after your effective date.
- 15. Your parent's involuntary termination or layoff of permanent employment not including contract or self-employment, when actively employed with the same employer for at least 6 months prior to the effective date of this insurance.

Legal & Government

- 16. The non-issuance of a travel visa, excluding an immigration or employment visa required for your covered trip, provided you or your travelling companion were eligible to make such an application, for reasons beyond your or your travelling companion's control other than due to late application or a subsequent attempt for a visa that had already been refused in the past.
- The loss or theft of your or your travelling companion's valid passport or travel documents causing you to misconnect with a portion of your covered trip.
 - Benefits are limited to the lesser of \$800 or the cost of your covered trip fo the change fee or additional one way fare incurred by you to continue on your covered trip or to return to your departure point.
 - Excluded is any loss or theft as a result of:
 - a) Property left unattended; or
 - Destruction or damage from confiscation or detention by customs officials or other officals or authorities.
- 18. You or your travelling companion is called for jury duty, or are subpoenaed as a witness or required to appear as a defendant in a civil suit in a case being heard during the period of coverage.

Terrorism, Hijacking, & Travel Warnings

- 19. Hijacking of you or your travelling companion.
- 20. An event including, act of terrorism, war, impending war, or health issue which causes the Government of Canada to issue an "Avoid Non-Essential Travel" or an "Avoid All Travel" warning recommending Canadians not to travel to a country, region or city originally ticketed for a period that includes your covered trip. The travel advisory must be issued after the effective date of this insurance.
 - Payment is limited to the amount described in "Limitation of payment for trip cancellation and interruption-act of terrorism" on page 22.
 - This benefit is not payable if the travel advisory is related to coronavirus, SARS or any mutation or variation of coronavirus or SARS.
 - This benefit is not payable if the act of terrorism is caused by the use of nuclear, chemical, or bio-chemical material.
 - This benefit is not payable if the cruise company changes its itinerary due to a travel advisory or warning.

What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 18.

What We Pay – Trip Cancellation

You are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits or the amount as otherwise specified in the benefit, when a Covered Event listed on pages 7 to 9 causes **you** to cancel

your covered trip, for any of the following applicable expenses incurred by **you**:

- For trip cost payments and deposits you made before your covered trip was cancelled, less any refunds or credits you are entitled to receive from any source;
- 2. The expenses incurred by you for the next occupancy level, if your travelling companion with whom you had booked prepaid shared accommodation cancels their travel arrangements for a Covered Event outlined on pages 7 to 9 and you elect to travel as originally planned. If this occurs you are advised to upgrade the amount of insurance on your covered trip;
- The change fee charged by your originally booked travel supplier of your prepaid covered trip when such an option is made available;
- 4. The cost to catch up to your trip if you qualify to cancel but choose instead to continue on your covered trip, providing the cost to catch up is less than the cost to cancel your covered trip;
- Published cancellation penalties imposed by hotels for unused accommodation.

NOTE: All cancellations must be reported to **your** travel agent or **travel supplier** within 72 hours following the unforeseen event that caused the cancellation. If **you** do not report the cancellation within the specified time period, claim payment will be limited to the cancellation penalties that were in effect within 72 hours of the event that caused cancellation.

What We Pay - Trip Interruption

You are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits or the amount as otherwise specified in the benefit, when a Covered Event listed on pages 7 to 9 causes **you** to interrupt **your covered trip**, for any of the following applicable expenses incurred by **you**:

- 1. The unused part of **your** prepaid cruise or covered land arrangements, less any refunds or credits **you** are entitled to receive from any source;
- The lesser of a one way fare or change fees on existing tickets, less any refunds, to return to your departure point or to continue on your covered trip;
- 3. The extra expenses incurred, supported by original receipts, for commercial accommodation and meals, essential telephone calls and taxi fares as follows up to \$150 per day to a maximum of \$300.
- 4. Published cancellation fees imposed for the early return of a rental vehicle prior to the contracted date of return;
- Published cancellation fees imposed by hotels for unused accommodations.

TRIP DELAY

When It Applies

If your travel is delayed on or after your scheduled departure date.

Special Note: Trip Delay coverage is intended to help **you** with the extra expenses **you** incur to catch up to **your covered trip**. If **you** experience a delay **you** need to make reasonable efforts to continue on **your covered trip**.

What We Cover

The delay of **your covered trip** must directly result from any one of the following unforeseen events occurring on or after **your departure date**:

You are delayed for at least 6 hours in arriving at your covered trip
destination or returning to your departure point due to the delay, schedule
change or cancellation of your or your travelling companion's common
carrier.

- Delays, schedule changes and cancellations caused by strike, labour disruptions, bankruptcy, default, grounding of aircraft for failure to satisfy government safety regulations or security alerts are not covered.
- A delay of the private automobile in which you are travelling as a result of:
 - a) a traffic accident documented by a police report;
 - b) mechanical failure;
 - c) weather conditions; or
 - d) emergency road closure by police documented by a police report

providing that **you** left enough travel time to comply with the **travel supplier's** required check-in procedure.

- 3. A delay in clearing customs and security controls due to **your** mistaken identity.
- 4. Cancellation of a domestic Canadian common air carrier that is providing a portion of your covered trip. We will reimburse you up to \$1,000 for the non-refundable prepaid airfare of a domestic carrier that is no longer useful for your covered trip.

For items 1 to 4 above, travel delay benefits will apply provided **your** travel arrangements meet the following connection times:

- a) 2 hours between domestic airline connectors;
- b) 3 hours between international connections;
- c) 6 hours between mixed connections such as an airline connecting to a land tour or cruise.

What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 18.

What We Pay

- You are covered up to the maximum amount shown on the Schedule of Maximum Benefits for Trip Delay for the following applicable expenses incurred by you:
 - a) The change fee or the additional fare incurred by you while you are travelling to:
 - i) continue on your covered trip; or
 - ii) return to your departure point;
 - b) The unused, non-refundable insured portion of the prepaid expenses as long as such expenses are supported by proof of purchase and are not reimbursable by any other source, less the value of the unused travel ticket;
 - c) Up to \$100 for additional pet care expenses **you** incur as long as the delay in **your** return is 24 hours or more;
- 2. In addition, **you** are covered for the cost of meals, commercial accommodation, essential telephone calls, taxi fares and parking charges resulting from a delay for up to a maximum of **\$200**.

The maximum benefit amount for **Trip Delay** will be reduced by any amounts paid or payable by any **common carrier** responsible for **your covered trip.**

EMERGENCY MEDICAL

When It Applies

If you experience a medical emergency while on your covered trip.

What We Cover

- Emergency medical expenses: as listed below and ordered or prescribed by a physician as medically necessary for diagnosis or treatment of your emergency sickness or injury:
 - a) the services of a physician, surgeon or in-hospital duty nurse;
 - b) Hospital room and board charges up to the semi-private room rate. This will include expenses for a cruise ship cabin or hotel room, not already included in the cost of your covered trip, if recommended as a substitute for a hospital room for recovery of an injury or sickness;
 - c) transportation furnished by a professional ambulance company to and from a hospital;
 - d) up to \$50 each way if a local taxi service is required to get you to and from the nearest medical service provider for a minor emergency;
 - e) Your emergency evacuation from a remote location to the nearest appropriate hospital that can provide the necessary emergency medical treatment as determined and arranged by our emergency assistance provider;
 - f) diagnostic procedures, laboratory procedures and treatment, subject to prior approval by us;
 - g) medical equipment purchased or rented for therapeutic purposes subject to prior approval by **us**;
 - h) prescription medications required to treat any emergency medical condition or injury, which are prescribed by a physician and dispensed by a licensed pharmacist (maximum 30 day supply);
 - i) one follow-up visit following emergency treatment or one follow-up visit following hospital discharge for an emergency that is covered by this policy. The follow-up visit must be recommended by a physician at the time of discharge and take place within the required time frame recommended for an initial follow-up visit. The cost of this follow-up visit is limited to \$500.
 - With respect to all emergency medical expenses, you or someone
 acting on your behalf are required to immediately contact our 24
 hour assistance line at the telephone numbers provided on page 7
 of this policy before admission to hospital or within 24 hours after
 a life or organ-threatening emergency. Failure to do so will result
 in you being responsible for 30% of any eligible expenses incurred.
 - The company reserves the right to return you to your home country before any treatment or following emergency treatment for sickness or injury, if the medical evidence obtained from our medical advisor and your local attending physician confirms you are able to return to your home country without endangering your life or health.
 - If you elect not to return to your home country following the company's recommendation to do so, any further expenses related to the emergency will not be covered by this policy and all benefits will end.
- Prescription drugs: up to \$50 for prescription drugs lost, stolen or damaged during your covered trip. Up to \$75 will be allowed if the services of a local physician are required to secure the replacement prescription. You must contact our emergency assistance provider.

- Emergency dental: treatment ordered by a licensed dentist or dental surgeon as follows:
 - a) up to \$1,500 will be paid for treatment or repair of natural or permanently attached artificial teeth which are damaged by an injury to the head or mouth. Continuing dental treatment completed within 90 days after you return to Canada is available provided the treatment is related to the injury. Services performed by a family member are not covered;
 - b) up to \$300 to relieve acute pain and suffering not related to an **injury**. Services performed by a **family member** are not covered.
- 4. **Emergency paramedical services**: performed by a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist for **emergency treatment** up to \$300 per category of practitioner. Services performed by a **family member** are not covered.
- 5. **Psychotherapy:** Up to \$1,000 for psychotherapy and psychologist care when provided on an out-patient basis.
- Psychiatric fees: when provided on an in-patient basis following an emergency, fees billed separately for the services of a psychiatrist will be paid to a lifetime maximum of \$10,000.
- 7. Psychiatric hospitalization: if you are admitted to hospital for suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric treatment, we will pay up to a lifetime aggregate limit of \$50,000 for medical and/or psychiatric treatment received while you are in hospital resulting from one or more of these causes.
- 8. Accommodation and meals: commercial accommodation, meals, essential telephone calls, taxi fares or rental vehicle charges incurred by you, your travelling companion, or a family member travelling with you if one of you is relocated to receive emergency medical treatment or one of you is delayed beyond your return date due to sickness or injury.
 - This benefit is limited to \$150 per day to a maximum of \$450.
 Original receipts and the local attending physician's written diagnosis of the sickness or injury must be submitted for this benefit to qualify for payment.
- Medical evacuation or return home: in response to an emergency sickness or injury as follows:
 - a) the extra cost of a one way fare on a commercial airline via the most direct route to return you to your place of residence in your home country; or
 - b) the cost to accommodate a stretcher on a commercial airline via the
 most direct route to return you to your place of residence in your
 home country or to the most appropriate medical facility closest to
 your home in your home country, plus the reasonable cost of
 meals, accommodations and airfare expenses for a qualified
 medical attendant to accompany you if it is deemed medically
 necessary; or
 - c) air ambulance transportation when it is **medically necessary**.
 - Benefits must be pre-approved and arranged by us in consultation
 with our medical advisors, the local treating physician and our
 emergency assistance provider for coverage to apply. If your
 unused return travel ticket is refundable, we will deduct the value of
 the refund from the return transportation cost we arranged or you
 may choose to turn your unused return ticket over to us.
- 10. Bedside visit: If you are admitted to hospital for an emergency sickness or injury and the local attending physician recommends that a relative or close friend should visit at your bedside, remain with you, or accompany you home, we will reimburse the cost of a round-trip fare by the most direct route and up to \$500 for commercial accommodation and meals. We will automatically insure the

- accompanying **family member** or friend for **emergency medical** coverage under this **policy** until **you** are medically stable to return to **your home country**, subject to the eligibility, limitations, conditions, & exclusions of this **policy**.
- These benefits are subject to prior approval by us.
- 11. Return and escort of children: This benefit is payable if you are confined to a hospital for more than 24 hours or you must return to your home because you have a medical emergency which is covered by this policy or in case of your death. We will pay for the transportation expenses incurred, up to the cost of a one way fare for the return home of any dependent children who are accompanying you. If your child is too young to travel alone, we will also pay the extra cost of a round trip air fare via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to accompany your child home. If the unused return travel ticket is refundable, we will deduct the value of the refund from the return transportation cost we arranged or you may choose to turn your unused return ticket over to us.
- 12. Child care cost: If you are admitted to hospital for an emergency sickness or injury during your covered trip and need to be relocated to receive emergency medical treatment or are delayed beyond your scheduled return date, we will reimburse you up to \$50 per day to a maximum of \$500 for the professional child care cost incurred during your covered trip to care for children travelling with you.
 - Original receipts from the professional child care provider are required.
- 13. Return of travelling companion: If you must return to your home country because of a medical emergency covered by this policy, we will reimburse you for the extra cost of a one way fare on a commercial flight via the most direct route to return your travelling companion back to your home country. If the unused return travel ticket is refundable, we will deduct the value of the refund from the return transportation cost we arranged.
- 14. Repatriation of remains: If you die during your covered trip, we will reimburse the reasonable expenses incurred up to the maximum amount specified in the Schedule of Maximum Benefits for:
 - a) preparing and transporting your remains or ashes back to your home country; or
 - b) the cremation or burial of your remains at the location where death occurs.
 - No benefit is payable for the cost of a headstone, casket and/or funeral service expenses.
 - Benefits under this section shall not duplicate any benefits available under any other section of this **policy**.
- 15. Identification of remains: If someone is legally required to identify your remains before your body is released, we will reimburse the cost of one person to travel to the place where your remains are located via a round-trip fare by the most direct route and up to \$500 for commercial accommodation and meals. We will automatically insure this person for Emergency Medical coverage under this policy for not more than 3 days until they return to your home country, subject to the eligibility, limitations, conditions, and exclusions of this policy,
 - This benefit must be pre-arranged and approved by **Us**.
- 16. Vehicle return: We will pay the expenses associated with returning your vehicle to your home or your rental vehicle to the appropriate rental agency if you are unable to do so because of a medical emergency, up to \$2,000. Return of commercial vehicles is not covered.
- 17. Return of baggage and personal effects: In the event of your medical evacuation or repatriation of remains arranged by the company, if there is insufficient space to accommodate your

baggage and personal effects aboard the transport provided, we will reimburse you up to \$200 to cover the cost of shipping these items to your home country.

- 18. Incidental expenses: If you are required to stay in a hospital for treatment of an emergency sickness or injury as an in-patient while on your covered trip, we will reimburse you up to \$250 for your out of pocket expenses such as television rental, wi-fi and parking charges. Original receipts (no copies) must be submitted.
- 19. Return to Destination: If, following your emergency medical evacuation arranged by the company to your home country, you wish to return to your destination, we will reimburse you for the cost of a one way fare to the city from where the medical evacuation occurred.
 - This benefit is available only if :
 - a) **Your** attending **physician** at **your** place of residence determines that **you** require no further **treatment**;
 - b) You receive prior approval by us;
 - c) You choose this benefit instead of benefit #13, Vehicle Return;
 and
 - d) **Your** return must be prior to **your** original scheduled **return date**.
 - Once you return to your destination, a recurrence of the medical condition which necessitated your emergency medical evacuation or related medical condition will not be covered under this policy.
 - This benefit can only be used once during your covered trip. Upon return to your destination, the effective date of coverage is the day you leave your home country to return to your destination.

What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 18.

What We Pay

You will be reimbursed for the reasonable and customary charges in excess of any other insurance coverage you have for the eligible emergency medical expenses listed above up to the maximum benefit amount described on the Schedule of Maximum Benefits.

If you have other insurance that may provide the same benefits you must notify us of that insurance, cooperate with our efforts to co-ordinate benefits payable by another insurer, and reimburse us for any payment that we have made that you receive from another insurer.

BAGGAGE & PERSONAL EFFECTS

When It Applies

If your baggage and/or personal effects are lost, stolen, damaged or delayed during your covered trip. Coverage is available up to the maximum amount of \$800 in the aggregate.

What We Cover & What We Pay – Baggage & Personal Effects – Lost, Stolen or Damaged

When **baggage and/or personal effects** are lost, stolen, or damaged during **your covered trip**, **we** will reimburse **you** up to the maximum benefit amount as shown on the Schedule of Maximum Benefits for the plan **you** purchased.

We will pay the lesser of:

- 1. The replacement or repair cost, after an allowance is made for wear and tear or depreciation; or
- 2. The original purchase price.

A maximum of \$300 is payable for any single item.

A combined maximum limit of \$300 will be paid for: jewellery; watches; cameras, including related equipment; binoculars; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones; computers and other digital or electronic items provided that original receipts accompany the claim.

The liability of the **company** with respect to any one claim under this benefit shall not exceed the lesser of this **policy** benefit limit at the time of **application** or \$800 in the aggregate under all **guard.me** insurance policies purchased for any one **covered trip** with respect to a single insured person.

For this benefit to apply **you** must:

- provide a police report if applicable
- take all reasonable steps to protect, save or recover your baggage and/or personal effects;
- promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any common carrier or third party who had custody of your baggage and/or personal effects at the time of loss and supply us with a copy of the written report.

What We Cover & What We Pay – Baggage Delay

If your checked baggage is misdirected or delayed more than 12 hours by the **common carrier** while on **your covered trip**, **we** will pay up to an aggregate total of \$100 for:

- The purchase or rental of essential items of personal clothing and necessary toiletries while on your covered trip; and
- The rental of sporting equipment if the purpose of your covered trip was to participate in a sporting event and your sporting equipment was included in the delayed checked baggage.
- 3. The rental of a wheelchair for use during your covered trip.

This benefit does not apply to baggage delayed after **you** have returned to **your home country**.

What We Cover & What We Pay – Personal Money

If your personal money is lost or stolen while on your covered trip, the company will reimburse you up to \$100.

What We Cover & What We Pay – Passport/Travel Visa Replacement

If your passport and/or travel visa are lost or stolen while travelling outside your home country while on your covered trip we will pay the reasonable and customary cost to reimburse you for the replacement of your passport and/or travel visa and/or required entry documents up to a maximum of \$300.

NOTE: There is no coverage and no benefits will be payable for claims when reimbursed:

- By the common carrier, hotel or travel supplier, including any services rendered by such common carrier, hotel or travel supplier; or
- As specified under any other insurance coverage you may have for the loss of or damage to property.

What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 18.

ACCIDENTAL DEATH AND DISMEMBERMENT

When It Applies

If you sustain an injury while you are travelling on your covered trip.

What We Cover

You are covered for a sudden bodily **injury** caused by a happening due to external, violent, sudden or unexpected events beyond **your** control which occurs during **your covered trip**

EXPOSURE AND DISAPPEARANCE

Loss from exposure to the elements by reason of a covered **accident** will be covered if such loss is otherwise payable under this **policy**.

If you are not found within one year after:

- a) the disappearance, sinking or wrecking of a conveyance in which you are riding during your covered trip; or
- b) the destruction of a building which you are in during your covered trip;

You will be presumed to have suffered loss of life resulting from injury caused by an accident.

What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 18.

What We Pay

You are covered up to the maximum amount shown on the Schedule of Maximum Benefits or as otherwise specified in the benefit when a covered loss occurs.

Loss of Life	
Both Hands or Both Feet	
Entire Sight of Both Eyes	
One Hand & One Foot	
One Hand & Entire Sight of One Eye	
One Foot & Entire Sight of One Eye	
Complete & Irrecoverable Loss of Speech or Hearing .	
One Hand or One Foot	
Entire Sight of One Eye	\$12,500

For a benefit to be payable under this coverage, the **accident** must happen on **your covered trip** and the resulting **injury** or death must occur within 365 days of the **accident**.

In the event **your** death is a result of an **injury** caused while riding:

- a) as a fare-paying passenger on any form of publice transportation; or
- b) as a passenger (not as a pilot, operator or crew member) on, boarding or alighting from any:
 - i) aircraft maintained by a scheduled airline;
 - ii) land conveyance licensed for the transportation of passengers for hire which takes **you** directly to or immediately from airports used by a **scheduled airline**; or
 - iii) land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this **policy**,

the benefit for loss of life is increased to \$50,000

Loss as used above with reference to:

- Hand or foot: means that the hand or foot is completely and permanently severed at or above the wrist or ankle joint;
- Sight: means the total and irrecoverable loss of entire sight.

If more than one loss results from any one **accident, we** will only pay the one largest benefit as listed above. No benefit is payable for a loss which is not shown above.

Regardless of how many valid policies **you** have purchased with **our company**, the maximum amount for which **you** can be covered under all policies issued for Travel Accident/Airflight Accident/Accidental Death and Dismemberment by **our company** as a result of any one incident is limited to an aggregate amount of \$50,000. Any amount purchased in excess of \$50,000 shall be refunded upon request.

The company's maximum liability under this policy and all other Travel Accident/Airflight Accident/Accidental Death and Dismemberment Insurance policies issued by the company with respect to any one incident is limited to \$12,000,000 in the aggregate, which will be shared proportionately among all claimants entitled to claim. In addition, the company's maximum liability under this policy and all other Travel Accident/Airflight Accident Insurance/Accidental Death and Dismemberment policies issued by the company under this benefit with respect to more than one incident occurring during a calendar year is limited to \$24,000,000 in the aggregate.

POLICY EXCLUSIONS

Exclusions only applicable to the Trip Cancellation section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

- 1. Coronavirus, SARS or any mutation or variation of coronavirus or SARS. This exclusion does not apply to Trip Cancellation benefit 1a..
- Failure of any tour operator, common carrier, or other travel supplier, person or agency to provide the bargained for travel arrangements.

Exclusions only applicable to the Trip Interruption section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

- 1. Coronavirus, SARS or any mutation or variation of coronavirus or SARS. This exclusion does not apply to Trip Interruption benefit 1a.
- A return delayed more than 10 days beyond your scheduled date of return, unless you, a family member travelling with you or a travelling companion were hospitalized for at least 24 consecutive hours within this 10 day period.

Exclusions only applicable to the Emergency Medical section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

- Expenses incurred for medical care or services where your covered trip was undertaken contrary to medical advice or after receiving a prognosis of a terminal sickness.
- 2. Any treatment:
 - a) not required for the immediate relief of acute pain and suffering;
 - b) which can reasonably be delayed until **you** return to **your home country**;
 - c) for follow-up treatment, recurrence of a medical condition or subsequent emergency treatment or hospital stay for a medical condition or related medical conditions for which you had received emergency treatment during your covered trip.
 - d) routine, general physical examinations, drugs or medication available without a prescription, eyeglasses or contact lenses or services which are not medically necessary.
- Transplants of any kind.

- Unless prior approval is obtained from us, any emergency air transportation, MRI, CAT Scan, surgery, cardiac procedures, including but not limited to cardiac catheterization, angioplasty or surgery.
- Expenses incurred for all medical care or services including those related to an accident when this policy was purchased specifically to obtain hospital or medical treatment outside your home country, whether or not recommended by a physician.
- Any expenses related to sexually transmitted diseases unless the medical services are being provided as a result of a sexual assault.
- Expenses incurred for ongoing or recurring medical conditions. Once emergency treatment and care is completed, no further benefits for the same or related medical conditions will be covered.
- 8. All medical and emergency evacuation costs associated with childbirth that occurs after 26 weeks gestation or voluntarily induced abortion.
- 9. All neo natal, medical care and evacuation costs related to a baby born during the **covered trip**.
- Any expenses related to coronavirus, SARS, or any mutation or variation of coronavirus or SARS. This exclusion is waived if you are vaccinated or if you are not medically eligible to be vaccinated.

Exclusions only applicable to the Baggage & Personal Effects section of this Policy

There is no coverage and no benefits will be payable for claims resulting from loss or damage to:

- 1. Any animals;
- Automobile and automobile equipment; aircraft; bicycles, except when checked as baggage with a common carrier; boats or other vehicles or conveyances; trailers; motors;
- The following personal items:
 - a) sunglasses (prescription or non-prescription), contact lenses;
 - b) artificial teeth, dental bridges, dental retainers, hearing aids, prosthetic limbs, prescribed medications;
 - c) keys, money, credit cards, tickets and documents (except as coverage is otherwise specifically provided herein), stamps, securities;
 - d) sporting equipment if the loss results from the use thereof;
 - e) travel tickets for **your covered trip**, except for administrative fees required to reissue such tickets;
- 4. Household effects and furnishings, antiques and collector's items;
- Perishable or consumable items, including any tobacco products;
- 6. Property used in trade, business or for the production of income;
- 7. Computer software, including any expenses incurred for the restoration of any lost or corrupted data;
- Property shipped as freight or property shipped prior to your departure date;
- Property stolen from an unattended vehicle that was not locked in the trunk or property left in view where a secure trunk is not available;
- Property caused by defective materials or craftsmanship, normal wear and tear, gradual deterioration, inherent vice or mechanical breakdown;
- 11. Property caused by electrical current, including electric arcing, that damages or destroys electrical devices or appliances;
- Property caused by the confiscation, detention, requisition or destruction of your baggage and personal effects by customs or other authorities;
- Articles purchased during your covered trip without original receipts attached to the claim;
- 14. Jewellery, precious stones, watches; cameras, including related equipment; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones, computers and other digital or electronic items that are placed in the possession of a common carrier;

- 15. Property caused by breaking or scratching of fragile articles other than cameras or binoculars, unless caused by fire or **accident** to the vehicle in which they are being carried;
- 16. Property insured under any homeowner's or tenant's package policy;
- 17. Any baggage or property left unattended;
- 18. Shortages due to error, omission or depreciation in value;
- Mysterious disappearance.

Exclusions only applicable to the Accidental Death and DismembermentAd section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

- 1. Disease or any physical defect, infirmity or **sickness** which existed prior to the commencement of **your covered trip**;
- 2. Your suicide; or
- 3. Any act of terrorism.

Exclusions applicable to all sections of this Policy

There is no coverage and no benefit will be payable for any claim arising from or attributable to:

 Your or your travelling companion's pre-existing condition that was not stable during the time periods indicated in the Stability Table:

STABILITY TABLE			
Age	Stability Period	Counting Back From	
For Trip Cancellation Benefits			
0-59	60 days	The date the required premium	
60 and over	90 days	was paid	
For Trip Interruption Benefits			
0-59	60 days	Departure Date	
60 and over	90 days	Departure Date	
For Emergency Medical Benefits			
0-59	60 days	Donarturo Dato	
60 and over	90 days	Departure Date	

2. Any **sickness** or **injury** resulting from:

- a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina within the time periods listed in the Stability Table
- a lung condition treated with home oxygen or the taking of oral steroids (presnisone or prednisolone) within the time periods listed in the Stability Table
- Any event that might cause your covered trip to be cancelled or abandoned, which you or your travelling companion had knowledge of at the time of purchasing this insurance;
- Consequential loss of any kind including loss of enjoyment of your covered trip from any cause;
- Except as provided under Emergency Medical (#5 Psychotherapy, #6
 Psychiatric Fees, and #7 Psychiatric Hospitalization page 13), your
 mental or emotional disorders including, but not limited to stress,
 anxiety and depression; major psychiatric illness such as psychosis,
 schizophrenia and major affective mood disorders;
- Any elective medical treatment;
- Your use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;

- Any sickness or injury resulting from long term excessive consumption of alcohol or drugs;
- Except as provided under Emergency Medical (#5 Psychotherapy, #6
 Psychiatric Fees and #7 Psychiatric Hospitalization) your attempted
 suicide or any intentionally self-inflicted injury;
- 10. Your participation in adventurous activities;
- 11. Your participation in organized professional sporting activities;
- 12. Driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving off-road or on private property (unless **you** hold an applicable valid driver's license);
- 13. **Your** riding, driving or participating in motorized races of speed or endurance;
- 14. Piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a **common carrier**;
- Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 16. Your participation in a crime or malicious act;
- 17. Participation in a riot or insurrection;
- 18. Except as provided under Trip Cancellation (#20 act of terrorism page 9), war or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
- Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- 20. Participation in the armed forces;
- 21. Events related to "Avoid Non-Essential Travel" and "Avoid All Travel" advisories issued by the Government of Canada prior to your effective date that were or continue to be in effect for any country, region or city of destination on your covered trip, as reflected in your travel itinerary;
- 22. Orbital and suborbital flights;
- 23. A condition that is directly or indirectly related to any medical condition for which you have declined or delayed recommended treatment, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under the policy;
- Contamination resulting from radioactive material or nuclear fuel or waste; or
- Any trip as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

GENERAL POLICY PROVISIONS

Assignment of benefits: Where the company has paid expenses or benefits to you or on your behalf under this policy, the company 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 company to receive, endorse and negotiate eligible payments from those parties on your behalf. When the company receives payment from any government or private health insurance plan, any other insurer, or any other source of recovery to the company, the respective payor is released from any further liability with respect to the claim.

Autopsy: In the event of **your** death, the **company** may request an examination or autopsy subject to any applicable laws relating to autopsies.

Concealment and misrepresentation: The entire coverage will be void, if before, during or after a loss, any **material fact** or circumstance relating to this **policy** has been concealed or misrepresented.

Conformity with existing laws: Any provision of this **policy** which is in conflict with any federal, provincial or territorial law where this **policy** is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this **policy** shall apply.

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

Contract changes: This **policy** is a legal contract between **you** and **us**. It, including any endorsements and attached papers are the entire contract. No change in this **policy** is valid unless approved in writing by one of **our** officers. No agent has the right to change this **policy** or to waive any of its provisions.

Coordination of benefits: The **company** will coordinate benefits payable under this **policy** with benefits available to **you** under any other **policy** or plan, so that payments made under this **policy** and from all other sources will not exceed **100**% of the eligible expenses incurred.

Currency: All premiums and benefits under this **policy** are payable in Canadian currency based on a) the rate of exchange set by any chartered bank in Canada on the last date of service, or b) on the date the payment is issued to the provider of service.

Limitation of liability: The **company's** liability under this **policy** is limited solely to the payment of eligible benefits up to the maximum amount purchased for any loss or expense. The **company** upon making payment under this **policy** does not assume any responsibility for the availability, quality, results or outcome of any **treatment** or service, or **your** failure to obtain any **treatment** or service covered under the terms of this **policy**.

Limitation of payment for trip cancellation and trip interruption – act of terrorism: In the event of an act of terrorism, Trip Cancellation and Trip Interruption benefits will be paid out of a fund limited to \$1,000,000 per act of terrorism or a series of acts of terrorism occurring within a 72 hour period and applying to all policies issued by the company.

Regardless of the number **of acts of terrorism** the maximum liability of the fund under this **policy** and all other policies issued by the **company** is limited to \$2,000,000 per calendar year.

If in **our** opinion the total number of Trip Cancellation and Trip Interruptions claims payable due to one or more **acts of terrorism** may exceed the available fund limit, **your** pro-rated claim will be paid after the end of the calendar year.

Medical examination: The **company** reserves the right to have **you** medically examined in the event of a claim.

Medical records: In the event of a claim, **you** agree to provide access to and **we** reserve the right to review any and all medical records or documentation relating to **your** claim(s) from any licensed **physician**, **dentist**, medical practitioner, **hospital**, clinic, insurer, individual, institution or other provider of service relating to the validity of **your** claim.

Refund of premium: Other than the "10 Day Right to Examine" on page 2, premium refunds are not available. This Policy is non-transferable.

Right of recovery: In the event that **you** are found to be ineligible for coverage, any benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this **policy**, a claim is found to be invalid, or benefits are reduced in accordance with any **policy** provision, the **company** has the right to collect from **you** any amount which it has paid on **your** behalf to medical providers or other parties or seek reimbursement from **you**, **your** estate, any institution, insurer or person to whom the payment was made.

Secondary coverage: The benefits in this **policy** are secondary to those available under any other coverage **you** may have including but not limited to government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance, credit card benefit insurance, other travel insurance and replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers.

Subrogation: If **you** suffer a loss caused by a third party, the **company** has the right to subrogate **your** rights of recovery against the third party for any benefits payable to or on **your** behalf, and will, at its own expense and in **your** name, execute the necessary documents and take action against the third party to recover such payments. **You** must not take any action or execute any documents after the loss that will prejudice the **company**'s rights to such recovery.

Sworn statements: We have the right to request that claims documents be sworn under oath and have **you** examined under oath in respect to any claim documents submitted.

DEFINITIONS

Accident means a happening due to external, violent, sudden or fortuitous causes beyond **your** control which occurs during **your period of coverage**.

Act of terrorism or terrorism means the unsanctioned and illegal use of violence (excluding general civil disturbance, rioting and act of war (declared or undeclared) or the intentional release of a biological material), which caused destruction of property, **injury** or death for the express or implied purpose of achieving a political, ethnic or religious goal or result.

Adventure activities means participating in any of the following: all-terrain vehicles (ATV) bungee jumping, dirt biking (off-road), hang-gliding, heliskiing, hot air ballooning, **mountain climbing**, parachuting, paragliding, rock climbing (not mountaineering) scuba diving (unless qualified and not diving deeper than 130 feet) and skydiving.

Application means the printed form, computer printout, invoice or document that is used to apply for this insurance as provided **by guard.me** or the multi-stepped process that must be completed by the applicant when purchasing this insurance electronically through **guard.me**. The **application** confirms the insurance coverage **you** have purchased sets forth the **departure date**, the **departure point** and the **return date** of **your covered trip** and forms an integral part of the **policy** contract.

Baggage and/or personal effects means items or articles of necessity, adornment or for personal convenience including clothing and other personal effects worn on the person that are usually carried by travellers for their individual use while travelling.

Bankruptcy or **default** means the inability to provide contracted services due to total cessation or complete suspension of operations due to financial insolvency, with or without the filing of a Bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline or other travel supplier.

Children (for the purpose of the "Return & Escort of Children" benefit) means any insured unmarried person who is dependent upon **you** for support, is travelling with **you** or who joins **you** during **your covered trip**.

Common carrier means commercial airline carrier, cruise ship, ferry, bus, train, taxi, limousine or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire not including rented, leased or privately owned vehicles.

Company, we, our, us means Old Republic Insurance Company of Canada.

Contamination means poisoning of people by nuclear, chemical and/or biological substances that cause **sickness** or death.

Covered trip means travel arrangements insured by this **policy** commencing on the **effective date** and ending on the **return date**, both as shown on the insurance confirmation.

Dentist means a qualified doctor of dentistry lawfully licensed to practice dentistry in the place where dental services are performed, but does not include **you**, a **travelling companion** or a **family member**.

Departure date means the later of the date shown as such on the **application** or the date **you** actually depart on **your covered trip**.

Departure point means the city/province/territory or country **you** depart from on **your covered trip**.

Effective date means the date **your** insurance coverage under this **policy** or a specific benefit of this **policy** begins. (See page 5)

Emergency means a sudden and unforeseen **medical condition** that requires immediate **treatment**. An **emergency** no longer exists when medical evidence indicates that no further **treatment** is required at **your** destination or **you** are able to return to **your home country**, or continue with **your covered trip**.

Emergency assistance provider provides the **emergency** service 24 hours a day, 7 days a week, during **your period of coverage**. See page 7

Family member means **spouse**, parent, legal guardian, step-parent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, foster child, aunt, uncle, niece, or nephew.

Fare means the lowest single seat fare from any International Air Transportation Association carrier.

Home country means the country where **you** permanently resides.

Hospital means an institution that is licensed, staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A **hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction **treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

Host at destination means the person with whom you have arranged overnight accommodation for the majority of your covered trip at their usual place of residence, not including commercial facilities.

Host country means your destination country.

Injury means sudden bodily damage caused by an **accident** during **your period of coverage** causing **you** to seek medical **treatment**.

Material fact means any fact that would cause **us** to decline **your application** for insurance or charge more premium than **you** have paid for the insurance **policy**.

Medical condition means any disease, **sickness** or **injury** including symptoms of undiagnosed conditions.

Medically necessary means **treatment** or services that are appropriate for the relief of **sickness** or **injury** in an **emergency**, based on generally accepted professional medical standards.

Minor illness means an infection that ends 30 days prior to the effective date of coverage and does not require: use of medication for a period greater than 15 days; more than one follow-up visit to a physician; hospitalization; surgical intervention; or, consultation with a medical specialist. A chronic illness or the complication of a chronic illness is not a minor illness.

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

Natural disaster means a disaster resulting from natural causes including flood, hurricane, tornado, earthquake, volcanic eruption or blizzard.

Physician means a person who is not you, or your family member or your travelling companion, who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

Plan administrator means Travel Healthcare Insurance Solutions Inc.

Policy means this document and **your application** for insurance hereunder, which is issued in consideration of payment of the required premium.

Pre-existing condition means any medical condition other than a minor illness that exists prior to your effective date.

Psychiatrist means a person who is not **you**, or **your family member** or **your travelling companion**, who is qualified and legally licensed to practice psychiatry in the place where psychiatric services are performed.

Reasonable and customary means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographic area.

Recurrence means the appearance of symptoms caused by or related to a **medical condition** which was previously diagnosed by a **physician** or for which **treatment** was previously received.

Return date means the date on which you are scheduled to return to your departure point/home country, as shown on your application.

Scheduled airline means any airline licensed for the transportation of passengers for hire, and which maintains regular published schedules (including any chartered flights by such airlines or licensed tour companies).

Sickness means an acute illness, acute pain and suffering or disease that requires **emergency** medical **treatment** or hospitalization due to the sudden onset of symptoms during **your period of coverage**.

Spouse means the person who is legally married to **you**, or if not married to **you**, has been living in a conjugal relationship with **you** for a continuous period of at least one year.

Stable means a medical condition where:

- there has not been any new treatment prescribed or recommended, or change(s) to existing treatment (including a stoppage in treatment); and
- 2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If you require a routine adjustment to the dosage of your prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and
- 3. the **medical condition** has not become worse; and
- there has not been any new, more frequent or more severe symptoms; and
- 5. there has been no hospitalization or referral to a specialist; and
- there have not been any tests, investigation or treatment recommended, but not yet complete, nor any outstanding test results; and
- 7. there is no planned or pending **treatment**.

All of the above conditions must be met for a medical condition to be considered **stable**.

Terminal sickness means a **medical condition** from which no recovery is expected and which carries a prognosis of death within 12 months of **your effective date**.

Travel supplier means any entity or organization that coordinates or supplies travel services for **you**.

Travelling companion means someone who shares travel arrangements with **you** on **your covered trip** up to a maximum of five persons, including **you**.

Treat, treated or **treatment** means a procedure prescribed, performed or recommended by a **physician** for a **medical condition**. This includes but is not limited to prescribed medication, investigative testing and surgery.

Vaccinated means having received the full course of an approved Health Canada vaccine for coronavirus (COVID-19). The vaccine must be taken according to the manufacturer's recommendation, including any applicable post vaccination waiting period prior to **your effective date**.

You or your means a person who is eligible for coverage under this **policy** and who is named on the **application** for this insurance and for whom the required premium has been paid to and accepted by **guard.me**.

In this **policy**, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

CLAIMS INFORMATION

If You Are Travelling

Contact the **emergency assistance provider** at the numbers listed on page 7 of this **policy**.

Contact Us guard.me Claims

guard.me Global Travel Insurance

P.O. Box 557, Hamilton, Ontario L8N 3K9

Toll Free in Canada & USA

English: 1-877-640-9877
French 1-800-245-1662
Direct English 1-905-667-2540
Direct French 1-905-667-5020

Toll Free Fax: 1-866-551-1704 Fax: 905-528-8338

Email: traveladmin@orican.com

How To Submit A Claim

You can download a claim form directly from: www.guard.me or **you** can contact **us** at the numbers above.

To make a claim for benefits under this **policy**:

- Submit **your** claim as soon as is reasonably possible;
- Proof of the claim must be submitted no later than 12 months after the date of the event or loss.

Written Proof of a Claim shall include:

- the completion of any claim forms furnished by the company/plan administrator;
- 2. original receipts;
- 3. a written report, complete with the diagnosis by the attending **physician**, if applicable; and
- 4. any other form of documentation required by the **company** to validate **your** claim (for example, a letter from the airline confirming the change in the scheduled flight or the cause of the delay).

Original supporting claims documentation must be provided, however, the **company** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable support

for a claim shall invalidate any claim under this **policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **company**.

Claim Payments

We will pay covered claims within 30 days of receiving all of the necessary information required to accurately assess **your** claim.

Benefit payments will be made to **you** or to any person or entity having a valid assignment to such benefits. In the event of **your** death, any balance remaining or benefits payable for loss of life will be paid to the beneficiary noted by the **you**. If a beneficiary is not designated by **you**, benefits will be paid to the first of the following surviving preference beneficiaries:

- 1. your spouse;
- 2. your child or children jointly;
- your parents jointly if both are living, or the surviving parent if only one survives;
- 4. your brothers and sisters jointly; or
- 5. your estate.

Limitation of Action

If you have a claim in dispute under this policy, you must begin any legal action or proceeding against the company within 24 months following the date of the event which caused the claim. If, however, this limitation is invalid according to the laws of the province Ontario, Canada where this policy was issued, you must commence any legal action or proceeding within the shortest time limit permitted by those laws. All legal actions or proceedings must be brought in the province of Ontario, Canada where the head office of the company is located.

PRIVACY

The **company** is committed to protecting **your** privacy. Collecting personal information about **you** is essential to **our** ability to offer **you** high-quality insurance products and service. The information provided by **you** will only be used for determining **your** eligibility for coverage under the **policy**, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, such as guard.me, other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that **we** must share **your** information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. **We** take great care to keep **your** personal information accurate, confidential and secure.

Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If **you** have any questions about the **company's** privacy policy, please contact **our** Privacy Officer at 1-800-530-5446 or by email at: privacy@oldrepubliccanada.com.

Underwritten by:

Old Republic Insurance Company of Canada

Amin

Jason Smith, CPA, CA
President and Chief Executive Officer
August 2021
GMG-A-TIE0821

guard.me International Student Third Party Liability Rider

Underwritten By Unica Insurance Inc.

Benefit Maximum: \$1,000,000 US FUNDS

Certain capitalized terms used in this Rider have specific meanings and are defined below and/or in the **guard.me Global Travel Insurance Policy** to which this **Rider** is appended. Where a term is defined below as well as in the **guard.me Global Travel Insurance Policy**, the definition below shall prevail for purposes of this **Rider**.

COVERAGE

The coverage provided in this Rider is included for the **Period of Coverage** of the **guard.me Global Travel Insurance Policy** to which this **Rider** is appended upon full payment of the appropriate additional premium.

This **Rider** provides insurance for Your Legal Liability for Bodily Injury or Property Damage arising from Your personal actions as described below. Where a law suit is brought against You, the Insurer will pay all sums which You become legally liable to pay as compensatory damages because of unintentional Bodily Injury or Property Damage arising out of Your personal actions anywhere in the world other than Your Home Country or any country in respect of which Your Home Country's Government has issued a travel advisory. Coverage is up to the Benefit Maximum of **\$1,000,000** (one million dollars) per **365 day** period.

The Insurer's maximum liability for any negotiated settlement or court ordered award is the lower of:

- the negotiated settlement or court ordered award plus all associated legal costs and disbursements; or,
- 2. the Benefit Maximum.

The Insurer will also reimburse legal defense costs up to a maximum of \$50,000 (fifty thousand dollars) incurred in defending charges brought against You under the criminal code or similar legislation alleging physical or sexual abuse or harassment which is alleged to have occurred during the period of coverage under this **Rider**.

The Insurer will only indemnify You if:

- 1. All charges are withdrawn by the authorities responsible for laying the charges, or
- You are found not guilty of the charges following final judgment or adjudication.

Host Family Homeowner/Other Applicable Insurance Coverage: This coverage applies while You are residing in Your Host Country. If an Accident results in an eligible claim under a valid and collectible homeowner's insurance policy of Your host family or similar insurance policy covering property damage to Your temporary residence, the Insurer will pay the loss incurred up to the amount of the deductible under the Your host family's homeowner's policy (or similar insurance policy), not to exceed \$1,000 per 365 day period. The Insurer will pay the benefit pursuant to this provision only after You have submitted to the Insurer due proof of the property damage amount which was incurred.

You are covered up to the Benefit Maximum for:

- compensation You must pay, as approved by the Insurer, for any settlement or legal verdict; and
- associated legal fees pre-approved by the Insurer, for Your representation in any legal proceedings. Legal representation must be by a person or persons other than an Immediate Family Member and pre-approved by the Insurer.

The Insurer's maximum liability for any negotiated settlement or court ordered award is the lower of:

- the negotiated settlement or court ordered award plus all associated legal costs and disbursements; or,
- 2. the Benefit Maximum.

CONDITIONS AND LIMITATIONS

- No admission, offer, promise or indemnity shall be made without the Insurer's consent. The Insurer shall be entitled to take over and conduct the defense of any legal action brought against You and to settle such action in Your name.
- You are obligated to take all possible steps to prevent and minimize the loss including notifying the Insurer or Plan Administrator as soon as possible and supplying all information in respect of the circumstances surrounding a potential claim.
- You shall provide all the information and assistance that is required by the Insurer. You shall provide the Insurer with copies of all letters, pleadings and other relevant documents and materials received by You.
- 4. The Insurer may, at the Insurer's sole discretion, in respect of any occurrence(s) covered by this Rider, pay to You the Benefit Maximum applicable to such occurrence(s), less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrences(s) can be settled. The Insurer shall thereafter be under no further liability in respect of such occurrence(s) except that where the Benefit Maximum has not been paid, the Insurer will pay for legal costs and disbursements, which have been pre-approved by the Insurer up to the remaining limits of the Benefit Maximum.
- 5. Benefits payable are in excess of any homeowner, tenant, or other insurance, and all other sources of recovery. If any other insurance is available to You, Your Host Family, or any third party for a covered loss under this **Rider**, the Insurer's obligations under this **Rider** are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance.
- 6. To qualify for coverage under this Rider, You must notify the Plan Administrator at the time You are first advised of a legal action/claim against You. You can contact the Plan Administrator at:

Travel Healthcare Solutions Inc. d.b.a. Guard.me Claims 300 John Street, Suite 405

Thornhill, Ontario Canada L3T 5W4

 Governing law: This Rider is governed by the laws of the province of Ontario and is subject to the provisions of the Insurance Act respecting contracts of insurance entered into in Ontario

EXCLUSIONS

- There is no coverage for any claims/actions presented that result or arise from:
 - 1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
 - any claim that arises directly or indirectly, in whole or in part, out
 of Terrorism or by any activity or decision of a government agency
 or other entity to prevent, respond to or terminate Terrorism
 regardless of any other cause or event that contributes
 concurrently or in any sequence to the loss or damage;
 - 3. Your participation in riot or insurrection;
 - 4. the use of any weapons;
 - bodily injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers:
 - a) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, or at Your direction, or with Your knowledge; or
 - b) Your failure to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
 - 7. Your transmission of an illness/disease:
 - damage caused by Your commission of or attempt to commit a willful, illegal or malicious act;
 - business pursuits;
 - 10. the rendering or failure to render any professional service;
 - 11. property that You sell, rent, lease or lend for use by third parties;
 - 12. damage that is due to wear or tear;
 - 13. damage caused by animals owned by or being cared for by you;
 - 14. a) the erasure, destruction, corruption, misappropriation, misinterpretation of data;
 - b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from any of these actions or events; or
 - c) the distribution or display of data by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data:
 - the ownership, use (including loading/unloading) or operation of any automobile, watercraft, aircraft, motorized vehicle or trailer attached to any of the foregoing;
 - the occupation or ownership of any land or building except any building You temporarily occupy during the Policy Period of Coverage;
 - 17. the use of drugs, alcohol or any medication which results directly or indirectly in the condition causing a claim.
 - 18. expenses which are recoverable or which could have been recovered from any other source including but not limited to any individual, group or prepaid employee or private health insurance plan, credit card coverage or government health insurance plan or third party liability plan/policy;
 - fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder; and
 - Your travel to or within a country, city or region listed in any level of a travel warning that has been issued by Your Home Country or Your Host Country to warn its residents against travel.

- B. Nor will any coverage be provided in relation to claims and/or actions brought:
 - 1. by Your Immediate Family;
 - 2. by any person who is employed by You;
 - 3. for any punitive or exemplary damages;

CLAIMS

To make a claim contact:

Unica Insurance Inc.

7150 Derrycrest Drive Mississauga, Ontario, L5W 0E5

Tel: 1-866-864-1113

Definitions Applicable Only to This Rider:

Bodily Injury means bodily injury, sickness or disease or resulting death.

Host Country means the country in which You are temporarily residing as a student while away from Your Home Country.

Host Family means the individual(s) or family with whom You are residing as a student while away from Your Home Country.

Immediate Family means Your Spouse, parent, legal guardian, stepparent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew or an employed Caregiver for unmarried dependent children under 19 years of age.

Insurer means Unica Insurance Inc.

Legal Liability means responsibility which courts recognize and enforce between persons who sue one another.

Plan Administrator means Travel Healthcare Insurance Solutions Inc. doing business as guard.me.

Property Damage means:

- 1. physical damage to, or destruction of, tangible property;
- 2. loss of use of tangible property.

Spouse means Your legally married spouse, or a person with whom You have been residing and who is publicly represented as Your spouse.

All other definitions conditions, limitations, exclusions and provisions of the guard.me Global Travel Insurance Policy to which this Rider is appended are applicable.

Travel Healthcare Insurance Solutions 300 John Street, Suite 405, Thornhill, Ontario CANADA L3T 5W4
Tel: (905) 731-8140 Toll-free: 1-877-873-8447
Fax: (905) 731-6676 Toll-free: 1-866-329-8447

Email: admin@guard.me Website: www.guard.me

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