

Student Health Insurance Policy

Designed Exclusively for Post-Secondary Students

20 31 POL ECA 0709 PTS

YOU MUST CALL GLOBAL EXCEL WITHIN 48 HOURS OF ADMISSION TO HOSPITAL:From Canada and U.S., call toll free **1-800-715-8833**From Mexico, call toll free **001-800-514-1518**From anywhere, call collect + **819-566-8839**

Failure to notify *Global Excel* within 48 hours in case of hospitalization limits benefits to 80% of all eligible expenses incurred. (Please refer to SECTION VI - LIMITATIONS AND RESTRICTIONS).

SECTION I

IMPORTANT NOTICE

- Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
- This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.
- In the event of an *injury* or *sickness*, your prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

SECTION II

DEFINITIONS

"Accident(al)" means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

"Act of terrorism" means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect, or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

"Act of war" means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, act of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

"Aggregate limit" means the maximum value of insured losses resulting from any one *accident* or event causing loss.

"Child(ren)" means an unmarried child of the *student* or his/her *spouse*, who is dependent on the *student* for support, provided that such child is between 15 days and 20 years of age on the date of application.

"Country of Origin" means the country in which you maintained a permanent residence prior to entry into Canada.

"Elective Treatment" means any treatment that is not *medically necessary*.

"Emergency" means that you require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a temporary trip outside of Canada and that such *medical treatment* cannot be delayed until your return to Canada.

"Global Excel" means Global Excel Management Inc., the company appointed by the Insurer to provide medical assistance and claims services.

"Hospital" means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of *sickness* and *injury* in the acute phase, or active treatment of chronic *sickness*; 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 neither a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

"Immediate Family Member" means your mother, father, sibling, ward, natural or adopted child, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

"Injury" means an unexpected and unforeseen harm to the body caused by an *accident* that requires *medical treatment* and that occurs while this coverage is in effect.

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

"Insured", "You", "Your" and "Yourself", means an eligible person named on the application/ enrollment listing for which the appropriate premium has been paid at the time of application.

"Insurer" means Royal and Sun Alliance Insurance Company of Canada.

"Medical Treatment" means any medical services obtained from a licensed medical practitioner which are *medically necessary* and which are medical, therapeutic or diagnostic in nature. Medical treatment includes hospitalization, medical services for an ailment, sickness or medical condition, including but not limited to any or all of: history taking, medical examination, basic investigative testing, surgery, advice or treatment, prescription medication (including prescribed as needed), and for which a diagnosis of the condition need not have been definitively made. This does not include regular medical checkups where no medical signs or symptoms existed or were found during the check-up.

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

- is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- is not experimental or investigative in nature;
- cannot be omitted without adversely affecting your condition or quality of medical care; and
- cannot be delayed until your return to Canada (while on a temporary visit outside Canada).

"Nuclear, chemical or biological" means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- Nuclear** means any occurrence causing bodily *injury*, *sickness*, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- Chemical agent** shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- Biological Agent** shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

"Physician" means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than yourself or an immediate family member.

"Reasonable and Customary Costs" means costs that are incurred for eligible 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* or *injury*.

"Sickness" means a disease or disorder of the body which results in loss while this coverage is in effect. 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, who is less than 65 years of age, to whom the *student* is legally married or with whom the *student* has been residing for at least the last 12 months.

"Student" means a person:

- whose *country of origin* is not Canada and who is residing in Canada on a temporary basis; and
- who is enrolled and attending the Post-Secondary Education program at George Brown College on a full-time basis.

SECTION III

ELIGIBILITY

To be eligible for coverage under this plan, *you* must:

- a) be a *student* at George Brown College; or
- b) be the *spouse* or *child(ren)* of such eligible *student*, all of whom live together in the same residence as the *insured student*; and
- c) be less than 65 years of age; and

- d) not be insured or eligible for benefits under a provincial or territorial government health insurance plan in Canada.

Note: For a) above, if the applicant has graduated and is no longer a *student* at George Brown College, they are eligible for insurance until the following 31st of August, provided that the appropriate additional premium has been paid.

SECTION IV

INSURANCE AGREEMENT

1. The Contract

- a) This contract offers coverage to an *aggregate limit* of \$1 million for *reasonable and customary costs* incurred by an *insured* in case of *sickness or injury*.
- b) The *spouse* and/or *child(ren)* of the *insured* are covered only when family coverage is selected and paid for at the time of application.

This policy, the application/enrollment listing and the insurance card constitute *your* contract of insurance.

The Insurer reserves the right to decline an application or any request for an extension of coverage.

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.

2. Payment of Premium

The Insurer hereby agrees to provide insurance in accordance with the terms and conditions of this policy, provided the required premium is paid.

3. Effective Date

Provided the required premium is paid, coverage begins on the latest of the date:

- a) the *student* (or *spouse* and/or *child(ren)*) of the *insured student* arrives in Canada provided the *student* is enrolled at George Brown College; or
- b) the *student* has paid his/her tuition; or
- c) that coincides with the first day of the Post-Secondary program in which the student is enrolled at George Brown College.

4. Termination Date

Coverage ends on the earliest of:

- a) the termination date indicated on the insurance card; or
- b) the date the *insured* becomes eligible for a provincial or territorial health insurance plan in Canada, if this is prior to the termination date of the insurance coverage; or
- c) the date that *you* are no longer eligible for coverage under this policy as described under SECTION III - ELIGIBILITY; or
- d) the date that coincides with the 1st day of a stay outside Canada. However, insurance will be reinstated on the date *you* return to Canada.

5. Automatic Extension of Coverage

- a) Coverage will be automatically extended for up to 30 days without additional premium if *your* stay is prolonged beyond the period for which insurance has been purchased due to *your*

hospitalization for a covered *sickness or injury* on the termination date of coverage indicated on *your* insurance card for the same *sickness or injury* for which *you* were initially hospitalized.

- b) Coverage will be automatically extended for up to 72 hours if a late train, boat, bus, plane, or other vehicle in which *you* are a passenger causes *you* to miss *your* scheduled return to *your country of origin*, including by reason of inclement weather or if the vehicle in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown.

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

6. Premium Refunds

- a) Requests for refunds must be made in writing to the agent/school where coverage was originally purchased, together with documentation for the reason for cancellation of the policy.
- b) There will be no refund of premium for a remaining policy period of less than 31 days or if any claim has been paid or is pending.
- c) Subject to the rules of the institution of learning, refunds are payable when:
 - i. the required visa necessary for admission to the recognized Canadian institution of learning has been refused;
 - ii. the *insured* permanently returns to his *country of origin* 30 days or more prior to the termination date of coverage;
 - iii. the *insured* becomes eligible for a provincial or territorial government health insurance plan in Canada;

7. Coverage Offered

This insurance provides payment for the *reasonable and customary costs* incurred by *you* in case of *sickness or injury* occurring while in Canada for the benefits set out in SECTION V – BENEFITS.

The Insurer will pay such eligible expenses up to the amount shown in the schedule of fees for non-Canadian residents set by the government health insurance plan in the province or territory of residence where expenses were incurred and only in excess of those reimbursable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan.

Subject to all terms and conditions of the policy, the following benefits are payable to a maximum of the sum insured insofar as such services are *medically necessary*. Benefit limits are per *insured*, per period of 12 consecutive months.

SECTION V

BENEFITS

Maximum Aggregate Limit: \$1,000,000

1. Hospital Accommodation:

- a) 100% of eligible expenses for charges up to the semi-private room rate (or an intensive or coronary care unit where *medically necessary*).
- b) 100% of eligible expenses for *reasonable and customary costs* for treatment on an outpatient basis.

2. Psychologist and Psychiatric Care: 100% of eligible expenses for the treatment of mental, nervous or emotional disorders, including trauma counselling, shall be covered as follows:

- a) *in-patient* hospitalization, up to a lifetime maximum of \$25,000; and
- b) outpatient services, up to a maximum of \$1,000 in any 12 consecutive month period of coverage.

3. Physician Charges: 100% of eligible expenses for *medical treatment* by a *physician*, surgeon, anaesthetist or registered graduate nurse.

4. Annual Medical Examination: When a minimum of a 12 consecutive month policy has been purchased, covers 100% of eligible expenses for the cost of one annual medical examination and related laboratory tests.

Note: *You* are not eligible for this benefit if *you* become eligible for a provincial or territorial government health insurance plan within 12 months of residence.

5. Diagnostic Services: 100% of eligible expenses for diagnostics, laboratory tests and X-rays prescribed by the attending *physician* for the purpose of diagnosis.

Note: This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Global Excel*.

6. Maternity:

For the *insured student*, the insurer agrees to pay for *reasonable and customary costs* incurred for the following, as a result of a pregnancy, childbirth (including caesarean section), miscarriage or complications related thereto:

- i. *hospital accommodation* at the daily public or standard ward rate;
- ii. services or treatment by a *physician*; and
- iii. pre-natal and post natal care including routine new-born nursing care.

For the *spouse* of the *insured student*, maternity benefits will be provided only if the family premium has been paid at the time of application and if the pregnancy begins after the effective date.

Note: No coverage is provided for new-borns less than 15 days of age, except as specifically provided under iii. above.

7. Eye Examination: When a minimum of a 12 consecutive month policy has been purchased, 100% of eligible expenses for the fees of a licensed optometrist or ophthalmologist for one examination per 12-

month period for diagnostic procedures to determine the presence of any observed abnormality in the visual system.

Note: *You* are not eligible for this benefit if *you* become eligible for a provincial or territorial government health insurance plan within 12 months of residence.

8. Ambulance Services: When reasonable and *medically necessary*, 100% of eligible expenses for licensed ground ambulance service to the nearest *hospital* up to an aggregate limit of \$10,000.

9. Paramedical Services: 100% of eligible expenses for services will be reimbursed (including X-rays) up to the following maximum per practitioner:

- a) Physiotherapist: \$15 per visit, up to an annual maximum of \$1830;
- b) Osteopath: \$12 per visit, up to an annual maximum of \$150;
- c) Chiropractor: Up to an annual maximum of \$150;
- d) Chiropractor or Podiatrist: \$12 per visit, up to an annual maximum of \$130.

Note: Treatment must be provided by a professional or at a facility registered with a provincial or territorial health insurance plan in Canada.

10. Emergency Air Transportation: When approved and arranged in advance by *Global Excel* 100% of eligible expenses for the cost of one-way transportation by the most appropriate means will be paid, including the use of an air ambulance or stretcher accommodation and medical escort if deemed *medically necessary* by *Global Excel*, to the nearest appropriate medical facility or to *your country of origin* if a covered *sickness or injury* necessitates *your* immediate transportation or return, or if necessary continuing care is required and is not covered under this policy according to exclusion 12 or 13. (Please refer to SECTION VI – LIMITATIONS AND RESTRICTIONS 6 and 7).11. Return Home: In the event *you* are unable to continue *your* studies, the Insurer will reimburse 100% of eligible expenses for the actual extra cost of a one-way economy airfare by the most direct route, to return *you* to *your country of origin*. Prior approval from *Global Excel* is required. (Please refer to SECTION VI – LIMITATIONS AND RESTRICTIONS 7.)12. Family Transportation: Up to \$3,000 for the actual cost of a single round trip economy airfare by the most direct route, and up to \$1,000 for reasonable costs incurred after the arrival of *your immediate family member* or close friend if:

- a) *you* are hospitalized due to a covered *sickness or injury* and the attending *physician* advises the necessary attendance by such person; or
- b) local authorities legally require the attendance of such persons to identify *your* remains in the event of death due to a covered *sickness or injury*.

13. Preparation and Return of Remains: In the event of death due to a covered *sickness or injury*, 100% of eligible expenses up to \$10,000 towards the actual cost incurred for preparation of remains and return of the deceased *insured* to his/her *country of origin* in a standard transportation container; or up to a maximum of \$4,000 for cremation and/or burial at the place of death.

SECTION VI**LIMITATIONS AND RESTRICTIONS****1. Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment**

Global Excel 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 *Global Excel* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life threatening medical crisis.

2. Failure to Notify *Global Excel*

Failure to notify *Global Excel*, without reasonable cause, within 48 hours in case of hospitalization limits benefits to 80% of all eligible expenses incurred.

Do not assume that someone will contact *Global Excel* on *your* behalf. It remains *your* responsibility to ensure that *Global Excel* has been contacted. If it is not reasonably possible for *you* to contact *Global Excel* due to the nature of *your* medical *emergency*, *you* must have someone else call on *your* behalf. *You* will be responsible for payment of any remaining charges.

3. Benefits Limited to Reasonable and Customary Costs

If *you* pay eligible expenses directly to a health service provider, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to the provider by the Insurer. Medical charges *you* pay may be higher than this amount; therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary costs* reimbursed by the Insurer.

4. Benefits Limited to Incurred Expenses

If any of the benefits are duplicated under a similar benefit or under another insurance coverage in this policy or another policy issued by the Insurer, the maximum *you* are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to *you* from all sources cannot exceed the actual expense *you* incur.

5. Availability and Quality of Care

The Insurer, **etfs** or *Global Excel* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment* while this coverage is in effect.

6. Transfer or Medical Repatriation

During an *emergency* (whether prior to admission, during a covered hospitalization or after *your* release from the *hospital*), the Insurer reserves the right to:

- a) transfer *you* to one of its preferred health care providers; and/or
- b) return *you* to *your country of origin*,

for the *medical treatment of your sickness or injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically stable by the Insurer, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the period of coverage.

Global Excel will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

7. Repatriation in the event *you* are unable to continue *your* studies

The Insurer reserves the right to return *you* to *your country of origin* if *you* are unable to continue *your* studies due to a covered *injury* or *sickness*. If *you* refuse the decision of the Insurer to repatriate *you* back to *your country of origin* when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the period of coverage.

SECTION VII**EXCLUSIONS**

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. When the application for insurance is made more than 30 days after the date of registration at George Brown College; any *sickness, injury* or medical condition that exhibited symptoms for which a diagnosis need not have been made but which required any or all of, *medical treatment*, prescription medication or hospitalization prior to the effective date.
2. Chemotherapy and radiotherapy treatment unless approved in advance by *Global Excel*.
3. Eye glasses, contact lenses, hearing aids and/or prescriptions for any of these items, unless required as the result, and within a year, of an *accidental injury* occurring during the period of coverage.
4. Medical examinations performed at the request of a third party (including medical examinations for immigration purposes); general assessments or check-up except as specifically provided under the "Annual Medical Examination" benefit (see SECTION V – Benefit 4) or consultations with a *physician* by telephone or email.
5. Naturopathic, holistic or acupuncture treatment; *elective treatment* or surgery or any *medical treatment* related to a prior *elective procedure*; cosmetic or plastic surgery, whether or not for psychological reasons, unless required as the result of *injury* incurred while this policy is in force.
6. Dental treatment, oral surgery or any related procedures unless such surgery is a result of a covered *sickness or injury*.
7. Pregnancy, childbirth, miscarriage, voluntary termination of pregnancy and any complications thereof, except as specified under the "Maternity" benefit (see SECTION V – Benefit 6).
8. *Act of war*, kidnapping, *act of terrorism*, including those caused directly or indirectly by *nuclear, chemical or biological* means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, or an *immediate family member*.
9. Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression, except as specifically provided under the "Psychologist and Psychiatric Care" Benefit (see SECTION V- Benefit 2); suicide (including any attempt thereat) or self-inflicted *injury*.

10. Medication, drugs or toxic substance abuse or overdose (whether or not *you* are sane); alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.
11. Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as terminal prior to the effective date of this policy. Terminal means a *sickness* or medical condition for which a *physician* gave a prognosis of eventual death or for which palliative care was received, prior to the *effective date*.
12. Any treatment, investigation or hospitalization which is a continuation of, or subsequent to, an *in-patient* hospitalization, unless approved in advance by *Global Excel*.
13. Any treatment, investigation or hospitalization which exceeds 30 days following the initial day that necessary outpatient treatment began, unless approved in advance by *Global Excel*.
14. Participation in:
 - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - b) any competitive motorized sporting events, racing or speed contests.
15. *Sickness or injury* resulting from a motor vehicle *accident* where the *insured* is entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.
16. Treatment or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.
17. Rehabilitation and convalescent homes or holidays for recuperative purposes.
18. Any *sickness, injury* or medical condition during *your* stay when *your* visit is undertaken for the purpose of securing or with the intent of receiving medical or hospital services, whether or not such visit is taken on the advice of a *physician* or surgeon.
19. Any loss incurred outside of Canada.
20. Prescription Drugs.

SECTION VIII**INTERNATIONAL ASSISTANCE SERVICES**

Global Excel answers *your* questions 24 hours a day, 7 days a week.

1. Emergency Call Center

No matter where *you* are, professional assistance personnel are ready to take *your* call. From Canada and the U.S., call toll free 1-800-715-8833; from Mexico, call toll free 001-800-514-1518; from anywhere, call collect +819 566-8839.

2. Benefit Information

Explanation of *your* policy is available to *you* and to the medical providers who are treating *you*.

3. Case Management

Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an *emergency*.

4. Interpretation Service

We can connect *you* to a foreign language interpreter when required for *emergency* services.

5. Direct Billing

Whenever possible, we will instruct the *hospital* or clinic to bill us directly.

6. Claims Information

We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered.

SECTION IX**CLAIMS PROCEDURES****1. *You* are responsible for providing all the documents outlined below and for any charges levied for these documents.**

- a) Any notice of claim or correspondence concerning a claim must include *your* policy number, the patient's name and date of birth.
- b) Submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, the date(s) and type of treatment, and the name of the medical facility and/or physician. Only original bills will be considered for payment. Photocopies, facsimile transmissions or carbon copies are not acceptable.

- c) If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim.

Please refer to Notice and Proof of Claim of SECTION XI - STATUTORY CONDITIONS, 5. Notice and Proof of Claim.

SECTION IX

CLAIMS PROCEDURES (continued)

2. **Payment of Benefits**

All payments under this policy are payable to *you* or on *your* behalf. Benefits for loss of life are paid to *your* estate unless a beneficiary is designated in writing to *Global Excel* or the Insurer. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. No sum payable shall bear interest.

3. **Send all pertinent documents to:**

Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec J1M 0C9



GlobalExcel®

Phone numbers: 1-800-336-9224 (toll free) or collect +819-566-8698

Our website: www.globalexcel.com

SECTION X

GENERAL PROVISIONS

1. **Subrogation**

If *you* suffer a loss covered under this policy, the Insurer is granted the right from *you* to take action to enforce all *your* rights, powers, privileges, and remedies upon making payment or accepting the claim to the extent of incurred losses against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the Insurer is granted the right to make demand for, and recover, those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the Insurer so that the Insurer may safeguard its rights.

You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.

2. **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 *you* are insured under such other coverage.

All Coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If *your* lifetime maximum is greater than \$50,000, the Insurer will coordinate benefits only above this amount.

3. **Misrepresentation and Non Disclosure**

The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured* persons under this contract of insurance.

4. **Arbitration**

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the province or territory in which this policy was issued. The parties agree that any action will be referred to arbitration.

5. **Applicable Law**

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

6. **Safeguarding your Privacy**

The Insurer places great importance on the protection of *your* privacy. The Insurer collects *your* personal information when *you* apply for this insurance and in the event of a claim, to provide *you* with insurance services and to analyze *your* claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the Insurer may collect *your* personal health information held by a third party. This information may be released to employees of *Global Excel* 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 privacy information, please see www.rsagroup.ca, or call us at 1-800-716-4339.

SECTION XI

STATUTORY CONDITIONS

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

2. **Waiver** — The Insurer shall be 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.

3. **Copy of Application** — The Insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

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

5. **Notice and Proof of Claim** — *You* or a beneficiary entitled to make a claim, or the agent of any of *you*, shall:

- a) give written notice of claim to *Global Excel* by delivery thereof or by sending it by registered mail to *Global Excel* not later than 30 days from the date the claim arises under the contract on account of an *accident* or *sickness*;
- b) within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Global Excel* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c) if so required by *Global Excel* or the Insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.

6. **Failure to Give Notice or Proof** — Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or

furnished as soon as reasonably possible, and in no event later than one year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

7. **Insurer to Furnish Forms for Proof of Claim** — The Insurer shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where 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* or *sickness* giving rise to the claim and of the extent of the loss.

8. **Rights of Examination** — As a condition precedent to recovery of insurance money under this contract:

- a) the claimant shall afford to the Insurer and *Global Excel* an opportunity to examine the *insured* person when and so often as it reasonably requires while the claim hereunder is pending; and
- b) in the case of death of the *insured*, the Insurer and *Global Excel* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

9. **When Money Payable** — All money payable under this contract shall be paid by the Insurer within 60 days after it has received proof of claim.

10. **Limitation of Actions** — An action, arbitration or similar proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year (two years in the Northwest Territories, three years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim. If this limitation is invalidly shorter than the limitation prescribed by the laws of the province or territory in which this policy was issued, an action, arbitration or similar proceeding against the Insurer shall not be commenced later than the shortest limitation period prescribed by the laws of that province or territory of residence. The limitation periods stated in this section apply to all plans and benefits of this policy and to all endorsements thereof.

SECTION XII

IDENTIFICATION OF INSURER

Underwritten by:



Administered by:



Student Association of George Brown College Health and Hospitalization Insurance for Post-Secondary International Students is underwritten by Royal & Sun Alliance Insurance Company of Canada and administered by Expert Travel Financial Security (E.T.F.S.) Inc.

The *insured* is requested to read this policy and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

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