SCHEDULE		
INSURED PERSON:	POLICY NUMBER: 100009556 -	
EFFECTIVE DATE:	EXPIRY DATE:	



VISA STUDENT HEALTH INSURANCE For Students of Toronto Catholic District School Board

In consideration of the payment of the required premium, Industrial Alliance Insurance and Financial Services Inc. (hereinafter called the Company) agrees to insure the person named in the Schedule (hereinafter called the Insured Person) for loss resulting from Injury or Sickness to the extent herein provided and subject to all the exclusions, limitations and provisions of this Policy.

TEN DAY RIGHT TO EXAMINE POLICY: The Insured Person may cancel this Policy within ten days of the date of receipt of this Policy and have the premium refunded if the Insured Person is not satisfied with it for any reason.

DEFINITIONS

"Accident" means a sudden, unforeseen and unexpected event which arises from a source external to an Insured Person and that is not caused or contributed to, directly or indirectly, by physical or mental illness or disease or treatment for the illness or disease. This event must occur while this policy is in force and be the basis of claim.

"Administrator" means Excel Insurance Agency Inc.

"Airworthiness Certificate" means "Standard" Airworthiness Certificate issued by the Federal Aviation Agency of Canada or its foreign equivalent issued by the governmental authority having jurisdiction over civil aviation in the country of its registry.

"Chronic Condition" means a disease or disorder which has existed for a minimum of six months.

"**Common Carrier**" means a boat, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

"Division Headquarters" means Special Markets Solutions Division Headquarters of Industrial Alliance Insurance and Financial Services Inc. located at 2165 Broadway W., PO Box 5900, Vancouver, British Columbia, V6B 5H6. "**Emergency**" means an event that makes it necessary to receive immediate treatment from a Physician or be immediately hospitalized.

"Flight Time" means the total time from the moment the aircraft first moves under its own power for the purpose of take-off until the moment it comes to rest at the end of the flight.

"Hospital" means an institution operated pursuant to law for the care and treatment of sick and injured persons with organized facilities for diagnosis, major surgery and 24 hour nursing service. This does not include a convalescent or nursing home, or home for the aged, or health spa, or rehabilitation centre, or a facility for the treatment of alcoholism, drug addiction or mental illness.

"**Injury**" means bodily injury caused by an Accident occurring while this policy is in force as to the Insured Person whose injury is the basis of claim and resulting directly and independently of all other causes in loss covered by this policy, and that is not caused or contributed to, directly or indirectly, by physical or mental illness or disease or treatment for the illness or disease.

"Insurance Act" means the applicable insurance legislation in the applicable provincial jurisdiction.

"**Insured Person**" means the person named in the Schedule, who (a) is a full-time non-Canadian student, under age 70; (b) holds an International Student Visa; (c) is in good health and have passed all medical requirements to enter Canada; (d) resides in Canada; (e) does not qualify for any Canadian federal and/or provincial health and hospitalization insurance plan, and (f) is registered in and attending classes at a recognized institution of learning within Canada on the effective date of their coverage.

"**Leased**" means an aircraft whose possession is turned over to a firm or individual for a specified period of time, with the owner retaining full title to such aircraft.

"Loss" with reference to hand or foot means complete severance at or above the wrist or ankle joint but below the elbow or knee joint; with reference to arm or leg means complete severance at or above the elbow or knee joint; with reference to thumb and fingers means complete severance at or above the metacarpophalangeal joint; with reference to toes means complete severance at or above the metatarsophalangeal joint; with reference to eve means the irrecoverable loss of the entire sight thereof; with reference to speech means the total and irrecoverable loss thereof; with reference to hearing means the total and irrecoverable loss thereof; and with reference to Quadriplegia, Paraplegia and Hemiplegia means the permanent and irrecoverable paralysis of such limbs.

"Loss of Use" means a loss which is permanent, total, irrecoverable and continuous for a period of 12 months from the date of the Accident.

"Member of the Crew" means a person assigned to duty in an aircraft during Flight Time and whose occupation is related to the safety of passengers, the operation and/or the actual flying of the aircraft.

"Member of the Immediate Family" means a person at least 18 years of age, who is the son, daughter, father, mother, brother, sister, sonin-law, daughter-in-law, father-in-law, motherin-law, brother-in-law, sister-in-law (all of the above include natural, adopted or step relationships), Spouse, grandson, granddaughter, grandfather or grandmother of the Insured Person.

"Nurse" means a graduate registered nurse (R.N.) or nurse who is licensed to practise nursing service by a governmental agency having jurisdiction over such licensing. The nurse is neither the Insured Person nor a Member of the Immediate Family and must not ordinarily reside in the Insured Person's Residence. "**Physician**" means a doctor of medicine (other than the Insured Person or a Member of the Immediate Family) who is licensed to practise medicine by 1) a recognized medical licensing organization in the locale where the treatment is rendered, provided he is a member in good standing of such licensing organization, or 2) a governmental agency having jurisdiction over such licensing in the locale where the treatment is rendered.

"**Pre-existing Condition**" means any condition for which an eligible person received medical advice, consultation or treatment within six months prior to the commencement of insurance, with the exception of a Chronic Condition which is under treatment and Stabilized by the regular use of prescribed medication.

"**Principal Sum**" means the amount of insurance for which the Insured Person is covered, as shown in the records of the Company and/or the Administrator.

"Residence" means the primary dwelling which the Insured Person is an occupant and the premises on which it is situated.

"Sickness" means sickness or disease occurring while this Policy is in force as to the Insured Person whose sickness is the basis of claim.

"**Stabilized**" means that there has not been a change in the medical condition requiring medical or psychiatric intervention for a minimum of six months.

PART 1 – ACCIDENTAL DEATH AND DISMEMBERMENT

DESCRIPTION OF HAZARDS

The hazard against which insurance is provided under and subject to the provisions of this Policy is Injury sustained by the Insured Person while this Policy is in force.

Principal Sum: \$25,000.00

OR

The hazard against which insurance is provided under and subject to the provisions of this Policy is Injury sustained by the Insured Person while riding as a fare-paying passenger, or entering or leaving a lawfully operated, licensed public Common Carrier.

Principal Sum: \$100,000.00

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS INDEMNITY

If, within 12 months of the date of the Accident, Injury results in any of the following losses, the Company will pay for Loss of or permanent and total Loss of Use of:

Life	
Both Hands	
Both Feet	The Principal Sum
Entire Sight of Both Eyes	
One Hand and One Foot	The Principal Sum
One Hand and the Entire	
Sight of One Eye	The Principal Sum
One Foot and the Entire	
Sight of One Eye	The Principal Sum
Speech and Hearing in Both	Ears. The Principal Sum
One Arm	
One Leg	3/4 of the Principal Sum
One Hand	
One Foot	
Entire Sight of One Eye	2/3 of the Principal Sum
Speech or Hearing	
in Both Ears	2/3 of the Principal Sum
Thumb and Index Finger of	
Either Hand	1/3 of the Principal Sum
Four Fingers of Either Hand	
Hearing in One Ear	1/3 of the Principal Sum
All Toes of One Foot	1/4 of the Principal Sum

Paralysis Benefits

Quadriplegia (complete paralysis of both upper and lower limbs)......The Principal Sum Paraplegia (complete paralysis of both lower limbs)......The Principal Sum

Hemiplegia (complete paralysis of upper and lower limbs of one side of body) The Principal Sum

Indemnity provided under this part for all losses sustained by the Insured Person as the result of any one Accident will not exceed the Principal Sum.

LIMITED AIR TRAVEL COVERAGE

Insurance provided under this Policy includes Injury sustained in consequence of riding as a passenger, and not as a pilot or Member of the Crew, in, boarding or alighting from, or being struck by, or making a forced landing with or from (a) any aircraft having a current and valid Airworthiness Certificate and which is operated by a person holding a current and valid pilot's license of a rating authorizing him to pilot such aircraft, or (b) any transport-type aircraft operated by the Canadian Armed Forces or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation anywhere in the world, provided the aircraft is not being used for test or experimental purposes.

Notwithstanding (a) and (b) above, this Policy excludes Injury sustained while and in consequence of riding as a passenger, pilot, operator or Member of the Crew, in or on, boarding or alighting from or being struck by or making a forced landing with or from any aircraft owned, operated or Leased by the Insured Person.

EXPOSURE AND DISAPPEARANCE

If, as the result of an Accident, the Insured Person is unavoidably exposed to the elements and if, as a result of such exposure and within 12 months after the date of the Accident, the Insured Person suffers a loss for which indemnity would otherwise have been payable hereunder, such loss will be deemed to be the result of Injury.

Where, due to the accidental wrecking, sinking or disappearance of a conveyance in which the Insured Person was riding, the Insured Person disappears, and if the body of the Insured Person is not found within 12 months after the date of such wrecking, sinking or disappearance, it will be presumed, subject to there being no evidence to the contrary and subject to all other terms and conditions of this Policy, that the Insured Person suffered loss of life as a result of Injury.

INDEMNITY PAYMENTS

In the event the Insured Person is a minor, all indemnities will be payable to the custodial guardian, parent or, if there is none, to the legally appointed guardian of the Insured Person. If the Insured Person is not a minor, loss of life of the Insured Person is payable to the estate of the Insured Person. All other indemnities will be paid to the Insured Person.

PART 2 – IN-PROVINCE HOSPITAL/ MEDICAL

DESCRIPTION OF HAZARDS

The hazards against which insurance is provided under and subject to the provisions of this Policy is Injury sustained or Sickness occurring with respect to the Insured Person in consequence of and during the course of the Insured Person attending classes while this Policy is in force.

MAXIMUM LIMIT OF INDEMNITY

With the exception of those benefits listed below, the total amount payable under this

policy, excluding the parts titled "Accidental Death, Dismemberment and Specific Loss Indemnity" for reimbursement of all expenses, will not exceed \$2,000,000.00 per school year.

The following benefits are in addition to the Maximum Limit of Indemnity:

Return Home Benefit Repatriation Benefit

PRE-AUTHORIZATION

Expenses for scheduled confinement in Hospital or scheduled surgery, including outpatient surgery, must be submitted to the Company for approval three days in advance of the date of admission. Failure to submit such notification within the prescribed period of time will limit coverage to 70% of all expenses incurred, subject to an overall maximum of \$10,000.00.

ACCIDENTAL DENTAL REIMBURSEMENT BENEFIT

If, as the result of Injury to whole or sound teeth (capped or crown teeth will be considered whole or sound) and due to a force or blow external to the mouth, the Insured Person requires treatment within 30 days from the date of the Accident by a legally qualified dentist or dental surgeon, the Company will pay the expenses actually incurred by the Insured Person for such treatment or service within 12 months of the date of the Accident, subject to a maximum of \$4,000.00. Payments under this part will be made in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence in Canada or its equivalent, as determined by the Company.

AMBULANCE EXPENSE

Expenses for a licensed ground ambulance service are covered or, when recommended by a Physician, for any other conveyance other than air ambulance, licensed to carry passengers for hire, to or from the nearest Hospital which is equipped to provide the required treatment, subject to a maximum of \$100.00 per Injury or Sickness. Expenses for a licensed air ambulance are covered, subject to prior approval from the provincial emergency health services and to the maximum specified in the health insurance plan schedule of fees published by the province or territory of the Insured Person's Residence.

DENTAL TREATMENT BENEFIT

In the event the Insured Person requires Emergency treatment for pain relief, other than a force or blow to the mouth, the Company will pay the expenses actually incurred by the Insured Person for such treatment, subject to a maximum of \$500.00. All treatment must be initiated within 48 hours from the time the Emergency began and completed no later than 90 days after the treatment has begun. Payments under this part will be made in accordance with the current Fee Guide for General Practitioners published by the Dental Association in the province or territory of the Insured Person's Residence in Canada or its equivalent, as determined by the Company.

EMERGENCY OUT-OF-PROVINCE BENEFIT

The Company will reimburse the reasonable and necessary expenses incurred by the Insured Person for treatment or service as the result of Injury or Sickness while travelling on a trip outside the province or territory of Residence, subject to a maximum trip duration of 30 days. All expenses must be incurred on a non-elective Emergency basis and are payable in accordance with the health insurance plan schedule for fees published by the province or territory of the Insured Person's Residence, as determined by the Company. Insurance takes effect on the date of departure from the province or territory of Residence in Canada and terminates on the earliest of (a) the date of return to the province or territory of Residence in Canada or (b) 30 days following the date of departure.

Coverage is not applicable while the Insured Person is in his country of domicile. Travel to the United States or Mexico during the term of insurance is valid, except for United States residents returning to the United States and Mexican residents returning to Mexico.

EYEGLASSES OR CONTACT LENSES BENEFIT

If as the result of an Injury, the Insured Person requires and receives medical treatment from a Physician or ophthalmologist within 30 days from the date of the Accident and, upon advise of the Physician or ophthalmologist, incurs expenses for the purchase of eyeglasses or contact lenses when neither of which were previously required or worn, the Company will pay the reasonable and customary expenses actually incurred by the Insured Person within 12 months after the date of the Accident, subject to a maximum of \$100.00.

FAMILY TRANSPORTATION BENEFIT

In the event the Insured Person is confined to Hospital as an in-patient due to Injury or Sickness and the attendance of a Member of the Immediate Family is certified as medically necessary by the attending Physician, the Company will reimburse up to a maximum of \$1,500.00 for transportation costs by the most direct route incurred by such Member of the Immediate Family.

MATERNITY EXPENSE INDEMNITY

In the event of pregnancy or complications thereof (excluding childbirth and voluntary termination of pregnancy), the Company will reimburse the reasonable expense actually incurred for emergency or non-emergency medical treatment, subject to all limitations, exclusions, and other provisions of this Policy, and to a lifetime maximum of \$1,000.00, provided that the pregnancy commenced after the effective date of coverage with respect to the Insured Person.

No benefits are payable if expenses occur in the nine weeks before or after the expected delivery date, or outside Canada.

MEDICAL REIMBURSEMENT EXPENSES

A. When by reason of Injury or Sickness, the Insured Person requires medical or surgical treatment and incurs eligible expenses as described in this part, the Company will reimburse the reasonable and necessary charges for services or supplies received by the Insured Person in accordance with the following:

- (a) Hospital charges for room and board, subject to the daily standard ward accommodation rate currently charged by the Hospital in the province or territory of Drugs Residence. prescribed and administered by the attending Physician while in Hospital are covered. Hospitalization for any condition related to the Human Immunodeficiency Virus (HIV) is not covered if the Insured Person's positive HIV test was known by anyone prior to the effective date of insurance, otherwise, coverage is limited to a one-time hospitalization maximum of 72 hours;
- (b) Hospital charges for out-patient services in the province or territory of Residence when medically required;
- (c) expenses of a Nurse who does not ordinarily reside in the Insured Person's Residence,

when recommended by a Physician, subject to a maximum of \$500.00 per school year;

- (d) expenses charged by a licensed professional physiotherapist for physiotherapy treatment ordered or prescribed by a Physician, provided such physiotherapist does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, subject to a maximum of \$600.00 per school year;
- (e) expenses incurred for blood plasma, whole blood or oxygen, including the administration thereof;
- (f) expenses incurred for x-rays and laboratory examinations which are required for diagnostic purposes;
- (g) reasonable and necessary expenses for medical care and treatment rendered or surgical procedure performed by a Physician, subject to the health insurance plan schedule for fees published by the province or territory of the Insured Person's Residence;
- (h) expenses for the services of a licensed anaesthetist when recommended by a Physician, subject to the health insurance plan schedule of fees published by the province or territory of the Insured Person's Residence;
- (i) expenses for the services of any of the following licensed practitioners, provided such practitioner does not ordinarily reside in the Insured Person's Residence and is not a Member of the Immediate Family, subject to a maximum of \$600.00 per speciality per school year (such services do not require the recommendation of a Physician except as indicated below):
 - (i) chiropractor (ii) osteopath
 - (iii) chiropodist (iv) podiatrist
 - (v) speech therapist (vi) psychologist

(vii) massage therapist, on the

recommendation of a Physician.

Expenses for diagnostic x-rays and laboratory tests ordered by a chiropractor, osteopath, chiropodist or podiatrist will be allowed as expenses under the services of such practitioners, subject to a maximum of one x-ray per practitioner in any one school year;

 (j) expenses for specific dental procedures if performed in an operating room by a dental surgeon appointed to the dental staff of the Hospital. B. The Company will also reimburse the reasonable and necessary charges for services or supplies received by the Insured Person in accordance with the following:

- (a) expenses for an annual health examination;
- (b) expenses for eye examination by a licensed ophthalmologist or optometrist to determine if purchase or replacement of eyeglasses or contact lenses are required, subject to not more than one examination every one school year if the Insured Person is under 19 years of age, or one examination every two consecutive school years if the Insured Person is 19 years of age and over;
- (c) artificial limbs, eyes or other permanent prosthetic appliances;
- (d) rental of a wheelchair, iron lung and other durable equipment for therapeutic treatment, not to exceed the purchase price prevailing at the time rental became necessary;
- (e) orthopedic shoes if part of a brace, including any fee charged by a Physician, subject to a maximum of \$200.00, for designing, constructing, fitting or applying such device; charges for orthopedic shoes are limited to \$100.00 per pair and to a maximum of one pair per school year;
- (f) miscellaneous expenses for hearing aids, crutches, splints, casts, trusses and braces, but not including replacement thereof; braces do not include dental braces and are subject to a maximum of \$750.00 during any one school year.

PRESCRIPTION DRUG REIMBURSEMENT

When, by reason of Injury or Sickness, the Insured Person incurs expenses for prescription drugs or medicines prescribed in writing by a Physician, the Company will reimburse the actual cost of such prescription drugs or medicines, subject to a maximum of \$500.00 per school year. Drugs or medicines must be prescribed and purchased for use during the term of insurance, subject to a dispensing maximum of a three month supply.

The following expenses are excluded:

- (a) oral contraceptives;
- (b) fertility drugs;
- (c) male pattern baldness remedies;
- (d) smoke cessation or anti-smoke remedies, including nicorette gum, patches or similar products;

- (e) medicines which are available without a prescription;
- (f) problems related to erectile dysfunction (ED);
- (g) the purchase of food or nutritional supplements and expenses incurred in the treatment of obesity, whether or not these are prescribed for medical purposes;
- (h) injectable drugs; and
- (i) experimental drugs.

REPATRIATION BENEFIT

If Injury or Sickness results in the loss of life of the Insured Person, the Company will pay the reasonable and necessary expenses actually incurred for the transportation of the body to his country of domicile, including the preparation of the body for such transportation, subject to a maximum of \$10,000.00.

RETURN HOME BENEFIT

If Injury or Sickness totally incapacitates the Insured Person, the Company will pay the reasonable and necessary expenses actually incurred for returning the Insured Person by the appropriate means of transportation to his country of domicile. All travel arrangements must be approved by the Company prior to departure and are limited to a maximum of \$5,000.00.

PRE-EXISTING CONDITIONS

This Policy will not provide payment or indemnity for expenses incurred directly or indirectly, or resulting from any Pre-existing Condition of the Insured Person.

INDEMNITY PAYMENTS

Unless otherwise indicated, all benefits will be paid to or at the direction of the custodial guardian, parent, or if there is none, to the legally appointed guardian in the event the Insured Person is a minor.

Accrued benefits, if any, unpaid at the time of the Insured Person's death, will be paid to the custodial guardian, parent, or if there is none, to the legally appointed guardian in the event the Insured Person is a minor. If the Insured Person is not a minor, accrued benefits, if any, unpaid at the time of the Insured Person's death, will be paid to the estate of the Insured Person.

PART 3 – EXCLUSIONS AND GENERAL PROVISIONS

EXCLUSIONS AND LIMITATIONS

- A. This Policy does not cover loss, fatal or nonfatal, caused by or resulting from:
- (a) declared or undeclared war or any act thereof;
- (b) terrorist activity of any kind;
- (c) any loss as the sole result of the utilization of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined;
- (d) active full-time service in the armed forces of any country;
- (e) suicide or any attempt thereat or intentionally self-inflicted Injury, while sane or insane;
- (f) the commission or the attempt to commit a criminal act by the Insured Person;
- (g) alcohol related illness or disease, or the abuse of medication, drugs, alcohol or other toxic substances, non-compliance with prescribed medical therapy or treatment. Alcohol abuse is defined as having a blood alcohol level in excess of 80 mg of alcohol per 100 ml of blood;
- (h) participation in professional sports, acrobatic or stunt flying, hang gliding, parachuting, skydiving, parasailing, rock climbing, mountain climbing, bungee jumping, scuba diving, or motorized speed contests;
- (i) Injury sustained in consequence of riding as a passenger or otherwise in any vehicle or device for aerial navigation, except as provided in the part titled "Limited Air Travel Coverage".
- B. This Policy does not cover any of the following supplies or services or costs thereof:
- (a) expenses paid under any government/group hospital, medical, dental or health care plan, or expenses for which insurance is prohibited by law;
- (b) Hospital visits solely for the administration of drugs;
- (c) medical examinations for the use of a third party, including immigration medical check-ups, experimental drugs, preventative medicines or vaccines;
- (d) medical examinations specifically for:(i) an application for insurance (or

continuance thereof),

- (ii) an application for a school, camp, association, club, group or program (admission to or continuance at),
- (iii) an application for employment (or continuance thereof), and
- (iv) legal requirements or proceedings;
- (e) group examinations, immunizations or inoculations, and examinations for screening, survey or research purposes;
- (f) cosmetic surgery, unless medically necessary as a result of an Accident;
- (g) charges for any experimental medical treatments;
- (h) services for which no charge would ordinarily be made if there was no insurance coverage;
- (i) acupuncture procedures;
- (j) contraceptive devices of any form;
- (k) treatments and consultations related to infertility;
- (1) voluntary termination of pregnancy;
- (m) childbirth;
- (n) any elective treatments or surgeries;
- (o) expenses incurred outside of the province or territory of Residence, except as provided under the part titled "Emergency Out-of-Province Benefit";
- (p) expenses incurred for eyeglasses and contact lenses, or prescriptions therefor, except as provided under the part titled "Eyeglasses or Contact Lenses Benefit";
- (q) expenses incurred for dental treatment, nor the cost of replacement or repair of artificial teeth, dentures or dental appliances, other than as provided under parts titled "Accidental Dental Reimbursement Benefit" and "Dental Treatment Benefit";
- (r) travelling time or mileage;
- (s) advice by telephone; and
- (t) court testimony, preparation of records, reports, certificates or communications.
- C. With respect to the part titled "Emergency Out-of-Province Benefit", this Policy does not provide payment or indemnity for expenses incurred directly or indirectly as a result of:
- (a) pregnancy or complications thereof;
- (b) any ailment or condition for which the Insured Person undertakes a journey for the purpose of securing or with the intent of

receiving medical attention, prescription drugs or medicine, or Hospital services;

- (c) hospitalization expenses incurred after the first 48 hours of hospitalization without prior approval from the Company;
- (d) any elective (non-Emergency) treatment or surgery:
 - (i) not required for the immediate relief of acute pain and suffering;
 - (ii) which medically could be delayed until the Insured Person has returned to his province or territory of Residence; and
 - (iii) which the Insured Person elects to have rendered or performed outside his province or territory of Residence following Emergency treatment for or diagnosis of a medical condition which, on medical evidence, would not prevent the Insured Person from returning to his province or territory of Residence prior to such treatment or surgery.

In consultation with the attending Physician, the Company reserves the right to transfer the Insured Person to another Hospital or return the Insured Person to Canada or country of domicile for necessary treatment. In the event the Insured Person refuses to comply, the Company may no longer be liable for further expenses incurred, which are related to the condition causing the treatment, after the proposed transfer date.

EFFECTIVE DATE OF INSURANCE OF THE INSURED PERSON

Insurance under this Policy will take effect on the later of:

- (a) the date the required premium is paid and received by the Administrator;
- (b) the date the Administrator advises in writing that coverage should commence.

Insurance shall commence 14 days prior to the effective date stated on the application on file with the Administrator, provided premium has been paid, if the Insured Person arrives prior to such effective date.

TERMINATION OF INSURANCE OF THE INSURED PERSON

Insurance will immediately terminate on the earliest of the following dates:

- (a) the date this Policy is terminated;
- (b) the premium due date if the Insured Person

fails to pay the required premium after the grace period and subject to prior notification;

- (c) the date the Insured Person reaches 70 years of age;
- (d) the date the Insured Person becomes eligible under either a Canadian federal and/or provincial health and hospitalization insurance plan;
- (e) on the date the Insured Person returns to his country of domicile to reside;
- (f) the date the Insured Person withdraws from classes.

Termination of the insurance of the Insured Person will not prejudice consideration of any claim submitted within 90 days of such termination as a result of Injury or Sickness which occurred prior to such termination. In the event the Insured Person is hospitalized as a result of Injury or Sickness prior to the termination of insurance, benefits will be paid provided treatment is continuous for such Injury or Sickness, subject to the terms and provisions of this Policy in effect as of the date of the termination of insurance. However. benefits will not be payable for any expenses incurred after the Insured Person is no longer confined as an inpatient in a Hospital or 12 months from the first day of hospitalization, whichever occurs first.

RECURRENT INJURY OR SICKNESS

If an Injury or Sickness causes the Insured Person to incur eligible expenses following which a continuous period of six or more months elapses during which the same Injury or Sickness does not cause the Insured Person to incur any eligible expenses and does not require any treatment of the Insured Person by a Physician, the Insured Person will be deemed to have recovered from the Injury or Sickness at the end of the period of six or more months.

Thereafter, a subsequent recurrence of the Injury or Sickness which causes the Insured Person to incur eligible expenses will be deemed to be a different Injury or Sickness to which the full maximum reimbursement limit will be applicable without any reduction or variation by reason of eligible expenses incurred as a result of the Injury or Sickness from which the Insured Person was deemed to have recovered.

NON-DUPLICATION

Any benefits normally payable under any other insurance policy or plan that duplicate benefits payable under this Policy will be co-ordinated with this Policy to the extent that the aggregate reimbursement does not exceed the total expenses incurred.

The Company may, at its discretion, require from the Insured Person an assignment of all right of recovery against any other party for loss to the extent that payment is made hereunder.

PREMIUM

The premium amount payable under this Policy is based on the term of coverage.

GRACE PERIOD

A grace period of 31 days will be granted for the payment of each premium falling due after the first premium. This Policy will continue in force during this grace period. If premium remains unpaid at the end of this grace period, this Policy will lapse.

REINSTATEMENT

If the premium is not paid before the grace period ends, this Policy will lapse. For a period of 30 days thereafter, a subsequent acceptance of premium by the Company, or by the Administrator authorized to accept payment, without requiring an application for reinstatement shall reinstate this Policy.

The reinstated policy shall cover only loss resulting from Injury or Sickness as may be sustained after the date of reinstatement. In all other respects, the Insured Person and the Company shall have the same rights thereunder as they had under this Policy immediately before the due date of the unpaid premium, subject to any provisions endorsed hereon or attached hereto in connection with the reinstatement.

MISSTATEMENT OF AGE

If the age of the Insured Person has been misstated, coverage under this Policy will be immediately terminated and all premiums refunded back to the date of application.

GENDER

Wherever reference to the masculine gender appears in this Policy, it also includes the feminine gender.

THE CONTRACT

This Policy issued by the Administrator, any document attached to this Policy when issued, and any amendment agreed upon in writing after this Policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

WAIVER

The Company will be deemed not to have waived any conditions of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by a duly authorized officer of the Company.

MATERIAL FACTS

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

NOTICE AND PROOF OF CLAIM

The Insured Person or a beneficiary entitled to make a claim or agent of any of them shall:

- (a) give written notice of claim to the Company,
 - (i) by delivery thereof, or by sending it by registered mail to the Division Headquarters or chief agency of the Company in the province; or
 - (ii) by delivery thereof to an authorized agent of the Company in the province,

not later than 30 days from the date of the Accident or commencement of Sickness,

- (b) within 90 days from the date of the Accident or commencement of Sickness for which the claim is made, furnish to the Company such proof as is reasonably possible in the circumstances of the happening of the Accident or commencement of Sickness, and the loss occasioned thereby, and
- (c) if so required by the Company, furnish a satisfactory certificate as to the cause or nature of the Accident or Sickness for which claim may be made under this Policy.

FAILURE TO GIVE NOTICE OR PROOF

Failure to give notice of claim or furnish proof of claim within the time prescribed 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 commencement of Sickness, if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

WHEN MONIES PAYABLE

All monies payable under this Policy shall be paid by the company within 60 days after it has received proof of claim. All monies are payable in the lawful money of Canada.

RIGHTS OF EXAMINATION

As a condition precedent to recovery of insurance monies under this Policy, 1) the claimant shall afford to the Company an opportunity to examine the Insured Person when and so often as it reasonably requires while the claim hereunder is pending, and 2) in the case of death of the Insured Person, the Company may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

LIMITATION OF ACTIONS

An action or proceeding against the Company for the recovery of a claim under this Policy shall not be commenced more than one year (two years in Alberta and British Columbia, and three years in Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.

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

This Policy does not participate in the distribution of any profits of the Company.

No loans are available under this Policy.

IN WITNESS WHEREOF, the Company has caused this Policy to be executed by its Chief Executive Officer and Corporate Secretary.

PRESIDENT AND CHIEF EXECUTIVE OFFICER

CORPORATE SECRETARY

APPENDIX 1

Privacy Policy for The Industrial Alliance Group

The Industrial Alliance Group is composed of Industrial Alliance Insurance and Financial Services Inc. and its subsidiaries (the "Company"). The Company is committed to protecting the Company's clients', employees' representatives' and (the "Individual/s") privacy, and to ensuring the confidentiality of the personal information provided to it in the course of the Company's business.

The Company's Privacy Policy sets out the Company's standards for collecting, using, disclosing and storing the Individual's personal information. The Company's Privacy Policy also explains how the Company safeguards the Individual's personal information and the Individual's right to access that information.

Personal Information

Personal Information is any information about an individual that identifies him or her, such as financial, lifestyle or health information, but not their name, title or business address, telephone or email.

Personal information has to be protected regardless of its characteristics or its form, whether written, graphic, audio, visual, computerized or any other form.

Purpose of Information Collection

Collecting information about the Individual is necessary in order for the Company to provide the Individual with high quality services. The nature and sensitivity of the information the Company collects about the Individual varies according to the services the Company provides the Individual, and to legal requirements imposed on it (such as the Individual's social insurance number, where investment income is generated by a chosen product).

The purposes for which the Company collects personal information about the Individual are identified at or before the time of collection. For example, information may be collected while submitting an application, opening an account, or submitting a claim.

Purposes for collecting information generally include providing products or services

requested, confirming the Individual's identity, protecting against fraud, or dealing with matters concerning the relationship between the Company and the Individual.

Any questions and concerns the Individual may have regarding the purposes for collecting information may be directed to us at the address provided below.

Consent

When the Company collects personal information from the Individual, the Company obtains the Individual's consent to use the information for the purposes collected. The Company will obtain the Individual's consent for any additional use or collection, or if the purpose of using the information is changed.

The Company generally seeks the Individual's express written consent in order to collect, use or disclose personal information. Where appropriate, for less sensitive information, the Company may accept the Individual's verbal consent. Occasionally, the Company may imply consent where the Company can infer consent from the Individual's action or inaction.

Consent must be given by the Individual or the Individual's authorized representative such as a legal guardian or a person having power of attorney.

withdraw The Individual may the Individual's consent at any time, subject to legal or contractual restrictions (for example, the Individual's right to withdraw consent is necessarily limited where the Company needs information to extend a loan against the value of a policy issued by it). The Company will inform the Individual of the consequences of such withdrawal, including the possibility that the Company may not be able to provide a product or process a request. If the Individual chooses not to consent, the Company will record the decision in the Company's file.

In limited circumstances, the Company has the right (or obligation) to collect, use or disclose personal information without the Individual's knowledge and consent. This occurs when legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the investigation of a potential breach of contract, the prevention or detection of fraud. or for law enforcement purposes, seeking consent might defeat the purpose of the information collection. Similarly, seeking consent may be impossible or inappropriate when the Individual is a minor, seriously ill or otherwise incapacitated.

Limits to Collection, Use and Disclosure

The Company limits the collection of the Individual's personal information to what the Company needs in relation to the purposes identified to the Individual.

The Company collects the information directly from the Individual unless the Individual allows the Company to collect information from a third party or in accordance with the law.

The Company limits the use of the Individual's personal information to the purposes the Company has identified to the Individual. This means that the Company cannot use the Individual's personal information for other purposes without the Individual's consent, except as required by law.

The Company cannot disclose the Individual's personal information to anyone except with the Individual's consent or as required by law.

The Individual's personal information is only accessible to certain authorized persons, and only to the extent necessary to perform their duties.

The Individual has the right to know, on request to whom the information was disclosed. Only in rare instances is the Company prevented by law from making such disclosure. The Company maintains accurate records, recording to whom it discloses personal information and in what circumstances the information was disclosed.

The Company will occasionally share the Individual's personal information with service providers or agents to ensure the proper administration of products or to provide an Individual with the services the Individual requires. These service providers or agents must agree to comply with privacy legislation before receiving any personal information.

In certain circumstances, the Company may use service providers outside Canada, including the United States. The Company is responsible for the service provider's compliance with the Company's Privacy Policy and will ensure that the level of protection of personal information is comparable to that provided by the Company. Any questions concerning the collection, transfer or use of personal information outside Canada can be forwarded to the Privacy Officer at the address provided below.

Retention

The Company only retains the Individual's personal information for as long as needed for the purpose it was collected. The Company must destroy this information in accordance with the law and the Company's file retention guidelines. When the Company destrovs the Individual's personal information, the Company makes sure that confidentiality is secured and that no unauthorized person can access the information during the destruction process.

Client List

The Company may establish a list of clients (names, addresses and telephone numbers) and share this list with other companies of the Industrial Alliance Group. The purpose of this list is to allow us to better serve the Individual by offering relevant and available products and services. The Individual may request that the Individual's name be removed from such a list by writing to the Privacy Officer at the address provided below.

The Company does not sell client lists to third parties.

Accuracy

The Company makes every possible effort to ensure that the Individual's personal information is as accurate and complete as necessary for the purposes it is collected, used, or disclosed.

Accountability

The Company is responsible for the Individual's personal information in the Company's possession or control, including information that may be transferred by the Company to third parties for processing. The Company requires such third parties to keep personal information under strict standards of privacy and protection.

The Company adheres to legislated and selfimposed rules, aimed to safeguard the Individual's privacy. The rules are established by this Privacy Policy, the Code of Business Conduct (applicable to directors, officers and employees), Market Conduct Standards (applicable to agents and brokers) as well as insurance industry guidelines and applicable law.

The Company's staff is trained on these processes and procedures and is provided with information about privacy laws.

<u>Safeguards</u>

The Company has implemented and continues to implement rigorous safeguards so that the Individual's personal information remains strictly confidential and is protected against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification.

Protection methods include organizational measures such as requiring security clearances and limiting access to a "need-to-know" basis, physical measures (e.g. building access cards for employees, visitor registration and identification cards, off-site backups and archiving), and technological measures such as the use of password and encryption (e.g. the use of routinely changing passwords, firewalls and segmented operator access).

Request for Access to Information and Amendments

The Individual has the right to be informed whether the Company holds personal information about the Individual and to see that information. The Individual also has the right to enquire as to how the Company collected the Individual's information, how the Company used it and to whom it may have been disclosed.

This information will be provided to the Individual within a reasonable time from the

date the Company receives the Individual's written request. The Company may charge a reasonable fee for processing the Individual's request.

In certain limited and specific circumstances, the Company may refuse to provide to the requested Individual information. the Exceptions to the Individual's access right can include information that is prohibitively costly to provide, information that contains references to other individuals, information that cannot be disclosed for legal, security or commercial proprietary reasons, information that has been obtained in the course of an investigation of a potential breach of contract or fraud, and information that is subject to solicitor-client or litigation privilege.

In cases where the Company holds medical information about the Individual, the Company may refuse to provide the Individual with direct access to this information and may instead request that a health care professional be designated to provide the information to the Individual.

The Individual may challenge the accuracy and completeness of the Individual's personal information. The Company will respond to an amendment request within a reasonable time.

Any request for access to information or request for amendment must be sent to the following address:

Privacy Officer Industrial Alliance Insurance and Financial Services Inc. 2165 Broadway West, PO Box 5900, Vancouver, BC, V6B 5H6 Toll free number: 1-855-737-7887 Email: <u>PrivacyOfficer@ia.ca</u>

Complaints and Concerns

The Company's employees and representatives are trained to respond to the Individual's questions or concerns about personal information. Should the Individual be unsatisfied with the Company's employee's or representative's response, the Individual may contact the Privacy Officer at the address mentioned above.

A complaint concerning the protection of personal information should be addressed to the Privacy Officer at the address provided above.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS INDEMNITY CLAIMS

In the event of a potential claim, verbal notice MUST immediately be given to the Company with the following information provided:

- § Name of the Insured Person
- § Policy number
- § Type of accident
- § Date of accident and/or death

Appropriate claim forms, along with instructions for completion, will be forwarded at that time. Completed claim forms and any related documents MUST be forwarded to the Company at the following address within the timeframe noted in Notice and Proof of Claim of this Policy.

Industrial Alliance Insurance and Financial Services Inc. Claims Department 2165 Broadway W, PO Box 5900 Vancouver, BC V6B 5H6 Toll free: 1 (800) 549-7227 or Outside North America, collect 1 (604) 737-9377

MEDICAL CLAIMS

When the Insured Person encounters a medical situation that requires treatment or hospitalization, a claim form should be obtained from the Administrator and presented to the Physician and/or Hospital for completion.

Some Physicians and/or Hospitals MAY accept an assignment of the claim, in which case the claim/bill will be forwarded directly to the Company for adjudication.

The Company MUST be notified of prescheduled surgery three days prior to the admission and within 48 hours of admission for unscheduled Hospital stays.

Completed claim forms should be forwarded to the Company at the above-noted address with all ORIGINAL RECEIPTS for any eligible expenses incurred.

Emergency Out-of-Province Claims

iA Emergency Assistance Line is open 24 hours a day, 7 days a week Call **1 800 255-2008** or Outside North America, dial "**0**", wait for the operator, and ask to call collect to (**305**) **865-8895** If possible, before obtaining any medical services, please call iA Emergency Assistance, to be directed to a facility in your area of travel and ensure that the medical attention you receive is covered. If you do not contact iA Emergency Assistance, you may receive inappropriate or unnecessary medical treatment which may not be included in this coverage. Please ensure you tell the operator that you are covered by Industrial Alliance Insurance and Financial Services Inc. in order that your eligibility may be established.

When you return to your province of residence you will be required to submit a claim directly to the Company. Claim forms may be obtained online at <u>www.solutionsinsurance.com</u>, or by contacting Claims Department of the Company.

In the event of a claim, documentary evidence of the duration of your scheduled trip, such as a transportation ticket or an official stamp at a customs office will be required.

Industrial Alliance Insurance and Financial Services Inc., iA Emergency Assistance or their agents shall not be responsible for the availability, quality or results of any medical treatment or the failure of the Insured to obtain medical treatment.

> Underwritten by: Industrial Alliance Insurance and Financial Services Inc. Special Markets Solutions 515 Consumers Road, Suite 400 Toronto, Ontario M2J 4Z2 E-mail: <u>solutions-tor@ia.ca</u> Telephone: 416-498-8319 Toll free: 1-800-611-6667 Fax: 416-498-9892



Administered by: Excel Insurance Agency Inc. 80 Acadia Avenue, Suite 205 Markham, Ontario L3R 9V1 Telephone: 905-470-8222 Fax: 905-470-8306 www.excelfinancialgroup.ca

