

# COVID-19 (Pandemic) Insurance Policy Wording

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## Emergency Assistance

In the event of an *emergency* or if you experience medical signs or symptoms or require *medical treatment* you must contact MSH ASSISTANCE immediately at:

- +1 (866) 785 3167 - toll-free from the USA and Canada
- +1 (416) 646 6618 - collect where available
- [mshassistance@mshassistance.com](mailto:mshassistance@mshassistance.com)

## Important Notice – Please read carefully

- PANDEMIC INSURANCE is designed to cover losses arising from unexpected pandemic related circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.
- Coverage under this policy is for Pandemic Insurance only and there is no coverage for follow-up or ongoing *medical treatment*. Please review the Benefits and Exclusions sections carefully.
- *Your* policy does not cover medical conditions and/or symptoms that existed prior to *your* effective date. Check to see how this applies in your policy and how it relates to *your* effective date.

THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

See [Limitations and Restrictions section](#).

NOTE: Italicized words are defined terms whose definition appears in the definitions section of the policy.

## Eligibility

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

1. be a Canadian resident covered by *your government health insurance plan* for the entire duration of *your trip* and travelling (1) 200km or more outside of your principal residence; or (b) outside of your home province, or (c) outside of Canada; or be a US resident and travelling outside the US
2. be at least 15 days of age and less than 75 years of age; and
3. not be travelling against the advice of a *physician*; and
4. not be travelling to Cuba, Iran, and/or North Korea
5. have not been diagnosed with a *terminal illness*; and
6. not be experiencing new or undiagnosed symptoms or know of any reason to seek medical attention; and
7. not be travelling to obtain medical treatment
8. not have used, or been prescribed, home oxygen during the 12 months prior to the effective date; and
9. be travelling for a total of no more than 30 days, unless authorized by Goose Insurance 48 hours prior to the expiry of coverage. Maximum extension is 150 days per trip.
10. not have been diagnosed with congestive heart failure; and
11. not have a diagnosed unrepaired aneurysm of 4.5 centimeters or more; and
12. not require assistance with the activities of daily living (dressing, bathing, eating, using the toilet or getting

in or out of a bed or chair).

## Insuring Agreement

1. In consideration of having paid the required premium in full this policy provides coverage up to \$500,000 CAD per *insured person*, for Canadian residents and \$500,000 USD for US residents per *trip* for *reasonable and customary costs* incurred by *you* due to a covered Pandemic related *emergency* occurring while *you* are travelling (1) 200km outside *your* principal residence, or (b) outside of your home province, or (c) outside of Canada for Canadian residents or outside the USA for US residents.
2. Subject to all terms and conditions of the policy, the benefits are payable to the maximum of the sum insured for services that are *medically necessary*. Benefit limits are per *insured person*, per *trip*.
3. This policy, the application and the confirmation of insurance constitute your contract of insurance.
4. Only one policy can be issued to you by Goose Insurance Services Inc. and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to you at the time of claim, only one such policy, the earliest by effective date, will apply.

## Duration of Coverage

### Start Date of Coverage

Coverage under the Pandemic Multi-Trip Travel Medical Annual Plan begins on the latest of:

- a. the date and time you apply for and pay for this insurance; or
- b. the date and time you depart from your province, state or territory of residence; or
- c. 12:00 a.m. (local time) on the effective date as shown on your confirmation of insurance.

### Expiry Date of Coverage

Coverage under the Multi-Trip Travel Medical Annual Plan ends at 11:59 p.m. (local time) on the expiry date shown on your confirmation of insurance.

Coverage for each *trip* ends on the earliest of:

- a. 11:59 p.m. (local time) on the expiry date shown on your confirmation of insurance; or
- b. the date and time you return to your province, state or territory of residence; or
- c. the date you reach the maximum duration outside of Canada and USA.

No coverage is in effect for a *trip* 200 km outside of your principal residence for Canadians residents or outside the USA for US residents that commenced prior to the effective date or extends beyond the expiry date of the Pandemic.

*You* may purchase a trip that exceeds the maximum duration provided there is no lapse in coverage and upon approval by Goose Insurance and provided no claims have been submitted or pending.

## Multi-Trip Travel Medical Plan

In the event of a claim, *you* will be required to provide proof of *your* departure date and *your* return date. Proof can include *your* plane ticket, train ticket, a stamped passport, and/or credit card or bank statement showing purchases in Canada or the USA just prior to *your* departure date.

If *your* health changes after the policy effective date, *your* eligibility will not be affected but coverage for that medical condition will be subject to the policy exclusions.

## Coverage Extension

### Automatic Extension of Coverage

Upon notifying MSH Assistance, *your* coverage will extend automatically for those reasons which are beyond your control.

- a. Delay beyond *your* control of the *vehicle*, airline, bus, train, or government-operated ferry system in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the expiry date and the conveyance must be due to arrive prior to the expiry date.
- b. Medical evidence supports that you are medically unfit to travel due to a covered Pandemic *sickness* or on or before the expiry date.
- c. *You, your immediate family member or travel companion are hospitalized* at the end of your trip as a result of a Pandemic related covered *sickness*.
- d. be travelling for a total of no more than 30 days, unless authorized by Goose Insurance 48 hours prior to the expiry of coverage. Maximum extension is 150 days per trip.

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

## Emergency Hospital & Medical Benefits

The *insurer* will reimburse the *reasonable and customary costs* for eligible expenses described in this section that are incurred as the result of a covered *emergency* during the coverage period, up to \$500,000 CAD for Canadian residents or \$500,000 USD for US residents subject to all policy limitations, exclusions and provisions. However, certain expenses, as specified below, are covered only with the prior approval of MSH Assistance.

### 1. Hospital Accommodation

- a. Charges up to the semi-private room rate charged by the *hospital*. If *medically necessary*, expenses for Pandemic *medical treatment* in an intensive care or coronary care unit are also covered.
- b. Emergency-room fees.
- c. *Emergency* out-patient services provided by a *hospital* when *medically necessary* due to Pandemic related illnesses.

## 2. Medical Services

- a. *Medical treatment* by a legally licensed physician, surgeon, anesthetist or registered graduate nurse (other than an immediate family member).
- b. Blood plasma, whole blood or oxygen including their administration.

## 3. Diagnostic Services

Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of Pandemic related *emergency medical treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms or ultrasounds and biopsies unless such services are approved in advance by MSH Assistance.

## 4. Prescriptions

Drugs, including injectable drugs and serum, that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when *medically necessary* for *emergency medical treatment* of a Pandemic related illness, except when needed to stabilize a chronic condition or a medical condition which *you* had before your trip. This benefit is limited to a 30-day supply per prescription, except while you are *hospitalized*.

## 5. Private Duty Nurse

When approved in advance by MSH Assistance and prescribed by an attending *physician*, the professional services of a registered private duty nurse (other than an *immediate family member*) as the result of a covered Pandemic related *emergency* when *medically necessary* and while *hospitalized* or in lieu of *hospitalization*.

## 6. Emergency Transportation

Licensed ambulance services (includes \$100 taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*.

- a. Transportation between *hospitals* when ordered by the attending *physician* for Pandemic related emergency medical treatment.
- b. If, as the result of a covered Pandemic related *emergency*, *your* treating *physician* or MSH Assistance medical team recommends that you be returned to Canada for Canadian residents or the USA for US residents the costs incurred for any of the three following situations when approved and arranged in advance by MSH Assistance:
  - i. one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher.
  - ii. return economy airfare via the most direct route for a qualified medical attendant to accompany *you* if required by the airline or if your attending physician states in writing that it is *medically necessary*.
  - iii. air ambulance if *medically necessary*

Ground transportation is limited to \$10,000 and air transportation is limited to \$50,000.

- c. up to \$5,000 for your emergency evacuation from a mountainous area, the sea or other remote location to the nearest, most reasonably accessible medical facility or hospital.

## 7. Repatriation of Remains

In the event of your death as a result of a covered accident or unexpected *sickness*:

- a. up to a maximum of \$5,000 toward the actual cost incurred for the preparation of remains and transportation (including a standard shipping container) to *your* permanent residence in Canada; or the USA for US residents.
- b. up to \$5,000 for cremation and/or burial at the place of death. The cost of the casket, urn or funeral is not covered.

## 8. Meals and Accommodation

When approved in advance by MSH Assistance up to \$200 per day to a maximum of \$2,800 for your commercial accommodation, meals, essential telephone calls, internet fees, bus or taxi fare, or rental car in lieu, and childcare costs for your *dependent children* up to age 18 (excluding childcare provided by an *immediate family member*), if, upon a physician's advice:

- a. *you or your travel companion* are *hospitalized* or test COVID positive and have to quarantine due to Pandemic related illnesses on the date you are scheduled to return to your province or territory of residence in Canada, or the USA for US residents.
- b. *you or your travel companion* are transferred to a different hospital in another city for Pandemic related *emergency medical treatment*.

The fact that *you* are unable to travel must be certified by the attending *physician* and claims must be supported with original receipts from commercial organizations.

## 9. Hospital Allowance

Up to \$50 per day to a maximum of \$500 for incidental expenses billed by the *hospital* such as telephone, television or internet charges while *you are hospitalized*.

## 10. Return and Escort of Children

When approved and arranged in advance by MSH Assistance, up to economy airfare to return accompanying *dependent children* to the departure point in the event that *you* are returned to Canada for Canadian residents and the USA for US residents under Benefit #6 - Emergency Transportation or Benefit #7 - Repatriation of Remains. The *insurer* will also pay for an escort to accompany the *dependent children*.

## 11. Return of Travel Companion

When approved in advance by MSH Assistance up to single one-way economy airfare for a *travel companion* to return to Canada for Canadian Residents or the USA if your travel companion is a US resident. The benefit applies should you be returned under Benefit #6 - Emergency Transportation or Benefit #7 - Repatriation of

Remains. Travel Companion must also have in-force Pandemic coverage through Goose Insurance Services.

## 12. Pet Return

When approved and arranged in advance by MSH Assistance, up to \$500 for the cost of returning your accompanying dog(s) or cat(s) to your province, state or territory of residence in the event that you are hospitalized due to a covered *sickness* or *injury* or returned to Canada for Canadian residents or the USA for US residents under Benefit # 6 - Emergency Transportation benefit or Benefit #7 - Repatriation of Remains.

## Exclusions

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

1. Any medical treatment for Non-Pandemic related illness or injury.
2. Any Pre-Existing conditions.
3. Any *medical treatment* that is not a Pandemic related *emergency medical* treatment for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
4. For policy extensions or any medical condition which first appeared, was diagnosed, or treated after the scheduled departure date and prior to the effective date of the insurance extension.
5. Any costs incurred due to *your* travelling against the advice of a *physician*, or any loss resulting from your sickness or medical condition that was diagnosed by a physician as a *terminal illness* prior to the effective date.
6. Any *medical treatment* which can reasonably be delayed until you return to your province or territory of residence or Canada, or USA for US residents, by the next available means of transportation, whether you intend to or not.
7. Any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, or ongoing care.
8. Any *medical treatment* or investigative testing of any medical condition for which *you* have received emergency medical treatment on your trip is completed, there is no more coverage in force for follow up.
9. Non-compliance with any prescribed medical therapy or *medical treatment*.
10. Any expenses resulting from a motor vehicle accident where you are covered under any other insurance policy, including motor vehicle insurance, except when such other insurance coverage is exhausted.
11. Transplants including, but not limited to cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants, including any associated charges.
12. The replacement of an existing prescription whether by reason of loss, unless otherwise specified elsewhere in this policy, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of an *emergency* except in case of a Pandemic related emergency.

13. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
14. Expenses for any benefit or *medical treatment* that requires prior approval by MSH Assistance if such approval was not provided, except in extreme circumstances where such medical treatment is performed on an emergency basis immediately upon admission to hospital.
15. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature.
16. Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that you were affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant.
17. Routine pre-natal care; *your* pregnancy or childbirth or complications thereof.
18. *Your* commitment of or attempt to commit an illegal act or a criminal act.
19. *Your* suicide, attempted suicide or self-inflicted injury, whether you are sane or insane.
20. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which you are remunerated); scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
21. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
22. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country.
23. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
24. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
25. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.



## Definitions

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

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

**Dependent Children** means unmarried persons residing with you and dependent on you for support if you are their parent, grandparent or legal guardian, and on the effective date they are at least 15 days of age and:

- a. under 21 years of age; or
- b. have a mental or physical impairment.

**Emergency** means a Pandemic related unexpected *sickness* or *injury* occurring during the coverage period for which you require immediate medical treatment to alleviate danger to life or health occurring while on a covered *trip*, and that such medical treatment cannot be delayed until you return to your province or territory of residence of Canada or USA by the next available means, whether you intend to or not. An *emergency* no longer exists when you are deemed medically fit to travel or you are discharged from the hospital and no further benefits are payable in respect of the medical condition which caused the *emergency*.

**Government Health Insurance Plan** means the health care coverage of MediCare and Medicaid provided by US federal or territorial governments to US residents; or provincial or territorial government health care coverage provided to Canadian residents.

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

**Hospitalization** or **Hospitalized** means a patient occupies a hospital bed for more than 24 hours for *medical treatment* and for whom admission was recommended by a *physician* when medically necessary.

**Immediate Family Member** means *your spouse*, natural or adopted child, step-child, parent, step-parent, legal guardian, legal ward, brother, sister, step-brother, step-sister, in-law, grandparent, grandchild, aunt, uncle, niece, nephew.

**Injury** means unexpected harm to the body that is caused by an accident, sustained by you during the coverage period and that requires emergency medical treatment that is covered by this policy.

**Insured, Insured Person** means any eligible person named on the application and confirmation of insurance for whom the required premium has been paid.

**Insurer** means certain Lloyd's Underwriters who provide this insurance.

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

**Medical Treatment** means any reasonable procedure related to Pandemic related illness, which is medical, therapeutic or diagnostic in nature, which is *medically necessary*, and which is prescribed by a *physician*. *Medical treatment* includes hospitalization, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the Pandemic related sickness, *injury* or symptom.

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

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting *your* condition or quality of medical care;
- d. cannot be delayed until you return to your home country, state, province or territory

**Minor Ailment** means any sickness or *injury* which does not require:

- a. the use of medication for a period of greater than 15 days; or
- b. more than one follow-up visit to a *physician, hospitalization, surgical intervention, or*
- c. referral to a specialist; and
- d. which ends at least 30 consecutive days prior to the departure date of each *trip*.

A chronic condition or any complication of a chronic condition is not considered a *minor ailment*.

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

**Pandemic:** A pandemic is the worldwide spread of a new disease or a disease which is declared as pandemic by WHO (World Health Organization).

**Physician** means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than you or an immediate family member.

**Reasonable and Customary Costs** means costs that are incurred for approved, covered emergency hospital medical benefits that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same medical treatment of a similar sickness and/or injury.

**Pre-existing condition:** Any Sickness, disease, Mental, Nervous or Emotional Disorder or disorder for which any one of medical advice, treatment, service, prescribed medication, diagnose or consultation, including consultation to investigate and/or diagnose (where diagnosis has not yet been made) was received by the Insured Person with in the twenty-four (24) months immediately preceding the Effective Date of coverage.

**Sickness** means an unexpected disease or disorder of the body which results in loss during the coverage period and is directly related to Pandemic illness. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a physician for the purpose of medical treatment and a positive diagnosis of Pandemic by a licensed physician.

**Spouse** means the person to whom *you* are legally married or with whom you have been living with in a common-law relationship for at least the last 12 months.

**Stable** means any medical condition (whether or not the diagnosis has been determined), other than a *minor ailment*, for which there has been:

1. no *hospitalization*; and
2. no new diagnosis, treatment or prescribed medication; and
3. no change\* in treatment or medication; and
4. no new, more frequent or more severe symptoms; and
5. no new test results showing deterioration; and
6. no referral to a specialist (made or recommended) and *you* are not awaiting surgery, or the results of further investigations performed by any medical professional.

\*Change includes any new treatment or medication, stopped treatment or medication, increase or decrease in treatment or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when *you* are taking insulin or oral diabetes medication, or asthma medication.

**Terminal Illness** means you have a condition that is cause for the *physician* to estimate that you have less than 6 months to live.

**Terrorism** means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/ or instilling fear in the public or a section of the public.

**Travel Companion** means someone who shares travel arrangements with *you* up to a maximum of 3 people.

**Trip** means a journey undertaken by you which commences as follows:

For Canadian residents when you are either (a) more than 200km from your principle residence, or (b) outside of your home province, or (c) outside of Canada. For Canadian residents, the trip ends when you are (a) less than 200km to your principal residence, or (b) returned to your home province, or (c) returned to Canada.

For US residents, a trip begins when travel takes you outside the USA, and ends when you return to USA.

**Vehicle** means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by you from a commercial rental agency for *your* use during *your trip*.

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

## Limitations and Restrictions

### Notification to Assistance Company

In the event of a medical emergency, *you* must notify MSH Assistance within 24 hours of admission to a hospital.

MSH Assistance must approve in advance any surgery, invasive procedure, diagnostic testing or treatment (including, but not limited to, cardiac catheterization), prior to *your* undergoing such surgery, procedure, testing or treatment. It remains your responsibility to inform your attending physician to call MSH Assistance for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.

The *deductible* is shown on your confirmation of insurance.

### Limitation of Benefits

Once *you* are deemed medically stable to return to your province or territory of residence or Canada or USA by virtue of discharge from a medical facility, the *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

### Availability and Quality of Care

Neither the insurer nor MSH Assistance shall be responsible for the availability or quality of any *medical treatment* (including the results thereof) or *your* failure to obtain *medical treatment* during the coverage period.

### Medical Transfer or Repatriation

The *insurer* reserves the right, as reasonably required and at its expense, to transfer *you* to any hospital or to transport you to your province or territory of residence or Canada during or after an emergency. If you refuse to be transferred or transported when declared medically fit to travel by MSH Assistance's medical team, any continuing costs incurred after your refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage for the sickness or injury ceases upon your refusal and no coverage will be

provided for that sickness or *injury* for the remainder of the coverage period.

### **Limitation of Assistance Services**

MSH assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible by MSH Assistance will use its best efforts to provide services during any such occurrence. You may contact MSH Assistance prior to your departure to confirm coverage for your insured trip.

## **General Provisions and Limitations**

### **Assignment of Benefits**

Where the *insurer* has paid expenses or benefits to *you* or on *your* behalf under this policy, the *insurer* has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This policy also allows the *insurer* to receive, endorse and negotiate eligible payments from those parties on your behalf. When the insurer receives payment from any other insurer, or any other source of recovery to the *insurer*, the respective payor is released.

### **Applicable Law**

This policy is governed by the Laws of Canada and the province of Alberta and any dispute arising out of this policy shall be settled in the courts of Alberta.

### **Arbitration**

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in *your* Canadian province or territory of residence. The parties agree that any action will be referred to arbitration.

### **Currency**

All sums payable under this policy are in Canadian currency for Canadian residents and USD for US residents unless otherwise indicated. If *you* have paid a covered expense in a currency other than Canadian or US currency (for US residents only), *you* will be reimbursed in Canadian or US (for US residents only) currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

### **Limitation of Actions**

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

### **Limitation of Benefits**

Once *you* are deemed medically stable to return to your province, state or territory of residence or Canada or

the USA for US residents, or continue on your trip, or by virtue of discharge from a medical facility, the emergency will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

### **Misrepresentation and Non-Disclosure**

The entire coverage under this policy shall be voidable if the *insurer* determines, whether before or after loss, that *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or your interest therein, or if you refuse to disclose information or to permit the use of such information, pertaining to any of the insured persons under this policy. Consequently, and following a loss, no claim shall be payable by the *insurer* and you shall be solely responsible for all expenses relating to your claim, including medical repatriation costs.

### **Misstatement of Age**

If *your* age has been misstated to the *insurer*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date you applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

### **Other Insurance**

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which you are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines for Canadian residents.

In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the *insurer* will co- ordinate benefits only above this amount.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

### **Overpayment of Benefits**

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

### **Premium Payment**

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are based on *your* age as of the effective date. If the premium paid is insufficient for the coverage selected, the *insurer* will charge and collect any underpayment. Coverage will be null and void if the premium is not received, if a cheque is not honored

for any reason if credit card charges are invalid or if no proof of *your* payment exists.

### **Protecting Your Privacy**

The *insurer* places great importance on the protection of your privacy. *Your* personal information will be collected, used and disclosed only for the purpose of providing you with the insurance services you requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, MSH Assistance and the insurer may collect *your* personal health information held by a third party. This information may be released to employees of MSH Assistance and the insurer for claims analysis and to better serve *you*.

In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking your consent. For details of the *insurer's* privacy policy please see:

<https://www.lloyds.com/common/privacy-notice>

### **Refunds**

*You* have the right to cancel this policy within 10 days of receipt of the contract (your application date) and receive a full refund provided you have not departed on *your trip* and no claim has been or will be made. *You* must notify Goose Insurance Services immediately if you wish to cancel your coverage and written confirmation must be received within 10 days of receipt.

A full refund of the premium paid will be made provided that a written request is received by Goose Insurance Services prior to the effective date of coverage. Your policy is not refundable once it is in effect.

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

### **Subrogation**

If *you* suffer a loss covered under this policy, *you* grant the insurer the right to take action to enforce all *your* rights, powers, privileges, and remedies, to the extent of benefits paid under this policy, against any person, legal person or entity which caused such loss. Additionally, if "no fault" benefits or other collateral sources of payment of medical expenses are available to *you*, regardless of fault, the *insurer* is granted the right to make demand for, and recover, those benefits. If the *insurer* institutes an action it may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action, in addition to providing the *insurer* all information, cooperation and assistance as the *insurer* may reasonably require. If *you* institute a demand or action for a covered loss, *you* shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.

## Statutory Conditions

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

### The Contract

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

### Waiver

The *insurer* is deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the *insurer*.

### Copy of Application

The *insurer* must, upon request, furnish to you or to a claimant under the contract a copy of the application.

### Material Facts

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

### Notice and Proof of Claim

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

- a. give written notice of claim to the *insurer*,
  - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
  - ii. by delivery thereof to an authorized agent of the *insurer* in the province, not later than 30 days from the date a claim arises under the contract on account of an accident, *sickness* or disability.
- b. within 90 days after the date a claim arises under the contract on account of an *accident* or sickness, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
  - i. the happening of the accident or the start of the *sickness*,
  - ii. the loss caused by the *accident* or *sickness*,
  - iii. the right of the claimant to receive payment,
  - iv. the claimant's age, and
  - v. if relevant, the beneficiary's age; and
- c. if so, required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident*, *sickness*, or disability for which claim may be made under the contract and as to the duration of such *sickness* or disability.



### **Failure to Give Notice and Proof**

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

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

### **Insurer to Furnish Forms for Proof of Claim**

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

### **Rights of Examination**

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

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

### **When Moneys Payable**

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

## International Assistance Service

In the event of an *emergency* or if *you* experience medical signs or symptoms or require *medical treatment* *you* must contact MSH Assistance immediately at:

- +1 (866) 785 3167 - toll-free from the USA and Canada
- +1 (416) 646 6618 - collect where available
- [mshassistance@mshassistance.com](mailto:mshassistance@mshassistance.com)

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

**Referrals** — MSH Assistance can direct *you* to nearby medical providers (hospitals, clinics and physicians).

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

**Medical Consultants** — MSH Assistance's team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious emergency.

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

**Direct Billing** — Whenever possible, MSH Assistance will instruct the *hospital* or clinic to bill MSH Assistance directly.

**Claims Information** — MSH Assistance will answer any questions *you* have about the eligibility of your claim, standard verification procedures and the way that the benefits under this policy are administered.

MSH Assistance must be contacted before *you* seek *medical treatment*. If *your* condition renders *you* unable to do so, then someone else must contact MSH Assistance immediately on *your* behalf. It is *your* responsibility to ensure that MSH Assistance has been contacted prior to receiving *medical treatment* or as soon as reasonably possible.

# Claims

## Claims Procedures

Claims must be submitted within 30 days of the first medical expense. *You* are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, you must:

- a. complete and submit a claim form for each new sickness or *injury*;
- b. submit all original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and type of treatment, and the name of the medical facility and/or *physician*;
- c. provide original prescription drug receipts (not cash receipts) from the pharmacist, *physician* or *hospital* showing the name of the prescribing physician, prescription number, name of preparation, date, quantity and total cost;
- d. provide proof of the departure date(s) and return date(s);
- e. provide written proof of claim within 90 days of the date of receipt of services covered under this policy;
- f. provide additional information pertinent to *your* claim, as may be required by MSH Assistance after receipt of the claim;
- g. sign and return the authorization form, provided by MSH Assistance allowing the *insurer* to recover payment from the Canadian provincial or territorial government health *insurance plan*. The insurer will coordinate and pay your claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on your behalf; and
- h. return the unused portion of *your* air ticket to MSH Assistance if the Emergency Transportation benefit is used.

**All pertinent documents should be sent to MSH Assistance.**

## Identification of Insurer



Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

MSH INTERNATIONAL (CANADA) LTD., Suite 602, 150 King St  
West, Toronto, Ontario, Canada M5H 1J9

### **Claims Administered by:**

MSH Assistance

150 King Street West, Suite 602, PO Box 75 Toronto, Ontario M5H 1J9