

USIC TRAVEL INSURANCE PLAN



Berkley Insurance Company

Master Policy # 224764874

This Agreement is entered into by and between:

Urban Schools Insurance Consortium (USIC)

(hereinafter called the Policyholder)

AND

Berkley Insurance Company

145 King Street West, Suite 1000

Toronto, ON M5H 1J8

(hereinafter called the Insurer)

In the event of an *emergency* or you experience medical signs or symptoms or require *medical treatment* you must contact Intrepid 24/7 at:

+1 (800) 203 8508

+1 (416) 646 3107

email:

toll-free from the USA and
Canada

collect where available

intrepid@intrepid247.com

It is your responsibility to ensure that Intrepid 24/7 has been contacted prior to receiving treatment. Your benefits will be limited to 80% of eligible expenses to a maximum of \$25,000 if you fail to do so, other than in extreme circumstances when treatment is required to resolve a life threatening medical crisis.

IMPORTANT NOTICE - Please read carefully

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy as your coverage may be subject to certain limitations or exclusions.
- Coverage under this policy is for *emergency* care only and there is no coverage for follow-up or ongoing *medical treatment*. Please review the Benefits and Exclusions sections carefully.
- Your policy may 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.

- In the event of an *accident, injury* or *sickness*, your prior medical history will be reviewed when a claim is reported.

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

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, an *insured person* must be:

- a student of a participating school board of the policyholder; or
- a chaperone appointed by the participating school board of the policyholder to travel with the students; and

- less than 70 years of age; and
- eligible for benefits under a *government health insurance* plan.

INSURING AGREEMENT

In consideration of the payment of the premium for this policy and in reliance upon the statements contained in the application and any other supplemental material submitted to the *insurer*, and subject

to all of the terms, conditions, exclusions and limitations of this policy, the *insurer* hereby contracts with the policyholder and agrees to provide the benefits specified herein.

DURATION OF COVERAGE

Effective Date

Coverage under this policy becomes effective at 12:01 a.m. on September 1, 2016:

Coverage for each *insured person* becomes effective on the later of:

- the effective date of this policy; or
- the date the *insured* becomes eligible for coverage under this policy.

Termination Date

Coverage under this policy terminates at 12:01 a.m. on:

Coverage for each *insured person* terminates on the later of:

- the termination date of this policy; or
- the date the *insured* ceases to be eligible for coverage under this policy; or
- the date the premium is due but not paid, except as the result of a clerical error.

In the event an *insured person* becomes ineligible during a *trip*, insurance will terminate on the earliest of the date the *insured* returns to his/her residence.

COVERAGE PERIOD

Coverage under Emergency Hospital & Medical, Specific Loss Indemnity and Baggage benefits take effect when the *insured person* leaves their residence to undertake an *insured trip* and terminates when they return to their residence upon completion of the *trip*.

Coverage under Trip Cancellation & Trip Interruption benefits take effect on the date a *trip* is booked by the participating school board.

AUTOMATIC EXTENSION OF COVERAGE

Upon notifying *Intrepid 24/7* coverage for the *insured person* will extend automatically, without additional premium, up to 30 days if the *insured person* is *hospitalized* on the termination date of the policy as the result of a covered *sickness* or *injury*.

EMERGENCY HOSPITAL & MEDICAL BENEFITS

When an *insured person* incurs eligible expenses as described in this section, the *insurer* will reimburse the *reasonable and customary costs* incurred within three years from the date of the *accident* or onset of *injury* to a lifetime maximum of \$1,000,000 per insured person, subject to all policy conditions, limitations, exclusions and provisions. This policy covers expenses that are:

- incurred as a result of an emergency due to sudden and unforeseen sickness and/or injury occurring during the coverage period; or
 - incurred as the result of the first occurrence only of a chronic condition; and
 - in excess of those covered by the government health insurance plan or other insurance under which the insured person may have coverage.
- Hospital Accommodation:**
 - Charges up to the semi-private room rate charged by the hospital. If medically necessary, expenses for treatment in an intensive care or coronary care unit are also covered. If coverage terminates for any reason during the hospital stay, benefits continue until discharge, to a maximum of one year. In no case will expenses for in-patient stays be covered for a period greater than 365 days per insured person.
 - Emergency room fees.
 - Emergency out-patient services provided by a hospital when medically necessary.
 - Medical Services:**
 - Medical treatment by a legally licensed physician, surgeon, anaesthetist, registered graduate nurse or nursing aid (other than an immediate family member).
 - Blood plasma, whole blood or oxygen including their administration.
 - Diagnostic Services:** Laboratory tests and x-rays that are ordered by the attending *physician* and that are part of the *emergency medical treatment*. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms or ultrasounds and biopsies unless such services are authorized in advance by *Intrepid 24/7*.
 - Prescriptions:** When prescribed by a physician, drugs or medicines when *medically necessary* for *emergency medical treatment*.

- Private Duty Nurse:** When prescribed by an attending *physician* for the professional services of a registered private duty nurse (other than an *immediate family member*).
- Paramedical Services:** When prescribed by the attending *physician*, the services (including x-rays) of a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath.
- Medical Appliances:** When prescribed by the attending *physician*, minor appliances such as crutches, casts, splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair, iron lung, or hospital type bed, not exceeding the purchase price.
- Emergency Transportation:**
 - Licensed ground ambulance service to the nearest medical facility in an emergency.
 - When approved and arranged in advance by *Intrepid 24/7*:
 - air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for immediate *emergency medical treatment*;
 - up to the cost of one-way economy airfare with an attendant (when required) for the emergency return of the *insured person* to his/her province or territory of residence in Canada for immediate medical attention;
 - the fare for additional seats to accommodate a stretcher to return the *insured* to his/her province or territory of residence in Canada.
- Transportation to Bedside:** Up to a maximum of \$5,000 for one-way economy airfare for a chaperone or round-trip economy airfare for an immediate family member or medical attendant not travelling with the *insured person* plus up to \$100 per day for a maximum of 30 days for the cost of meals and commercial accommodation actually incurred by a chaperone, *immediate family member* or medical attendant to:
 - be with the insured person if the attending physician provides written certification that the situation was serious enough to warrant the visit; or
 - travel with the insured person back to his/her place of residence; or
 - to identify the deceased *insured person* prior to the release of the body, where necessary.
- Repatriation:** Up to a maximum of \$10,000 for costs incurred for one-way economy airfare, less any refund due as the result of the cancellation or rescheduling of any transportation

previously arranged, for the *insured person* to return to his/her place of residence as a result of:

- a. the *sickness or injury* of an *insured person's immediate family member* if the attending *physician* provides written certification that the situation was serious enough to require the *insured person's* attendance; or

b. the death of the *insured person*; or

c. the death of an *immediate family member* of the *insured person*.

SPECIFIC LOSS INDEMNITY BENEFITS

Indemnity provided under Specific Loss Indemnity for all losses sustained by an *insured person* as the result of any one *accident* will not exceed \$25,000 or \$50,000 in the case of quadriplegia, paraplegia or hemiplegia, unless loss of life occurs within 90 days of the date of the *accident* in which case indemnity will be limited to \$25,000.

The aggregate limit for all losses under Specific Loss Indemnity as the result of the same *accident* is \$50,000.

1. Accidental Death & Dismemberment:

The *insurer* will pay benefits according to the following schedule if within 12 months of the date of an *accident*, which occurred during the *coverage period*, an *injury* to the *insured* caused by the *accident* results in the loss of or permanent loss of use of:

Life	\$25,000
Both hands	\$25,000
Both feet	\$25,000
Entire sight of both eyes	\$25,000
One hand and entire sight of one eye	\$25,000
One foot and entire sight of one eye	\$25,000
Speech and hearing in both ears	\$25,000
One arm	\$18,750
One leg	\$18,750
Entire sight of one eye	\$16,500
One hand	\$16,500
One foot	\$16,500
Speech or hearing in both ears	\$16,500
Thumb and index finger of either hand	\$8,250
Four fingers of either hand	\$8,250
Hearing in one ear	\$8,250
All toes on one foot	\$6,250

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

2. Paralysis Benefit:

The *insurer* will pay benefits according to the following schedule if within 12 months of the date of an *accident*, which occurred during the *coverage period*, an *injury* to the *insured* caused by the *accident* results in:

Quadriplegia (complete paralysis of both upper and lower limbs)	\$50,000
Paraplegia (complete paralysis of both lower limbs)	\$50,000
Hemiplegia (complete paralysis of upper and lower limbs on one side of body)	\$50,000

3. Artificial Limbs, Eyes, Hearing Aids and Other Prosthetic Appliances Benefit:

The *insurer* will pay up to a maximum of \$2,000 for these appliances when prescribed by a *physician* within one year of the date of an *accident* as a result of an *injury* sustained by the *insured person* as a result of the *accident*.

4. Double Indemnity:

The amounts payable will be doubled if an *insured person* suffers an *injury* which is covered under Specific Loss Indemnity as the result of an *accident* occurring while riding as a passenger in or on, including boarding or alighting from, or being struck by any public conveyance licensed for the conveyance of passengers for hire.

TRIP CANCELLATION & TRIP INTERRUPTION BENEFITS

Sum Insured Limit – Prior to Departure - \$5,000

Sum Insured Limit – After Departure - \$25,000

1. Trip Cancellation (Prior to Departure):

If an *insured person* is unable to travel due to an insured risk listed below that occurs before the scheduled departure date, the *insurer* will pay up to the sum insured for the prepaid unused portion of the *trip* that is non-refundable from any other source or, the change fee charged by the travel supplier if the *trip* is not cancelled.

2. Trip Interruption (After Departure):

If the *trip* is interrupted due to an insured risk listed below that occurs on or after the scheduled departure date, the *insurer* will pay up to the sum insured for:

- a. the lesser of one-way economy airfare via the most cost effective route or the change fee charged by the airline:
 - ii. to return to the point of departure; or
 - iii. to continue to the *trip* at its next destination; or
- b. the prepaid unused portion of the *trip* that is non-refundable and non-transferable to another travel date, excluding the cost of the original transportation and prepaid unused transportation back to the departure point.

3. Additional Benefits (Prior to or After Departure): If the *trip* is cancelled or interrupted due to an insured risk listed below, the *insurer* will pay expenses actually incurred for:

Additional and unplanned hotel and meal expenses, essential phone calls and taxi fares up to \$350 per day to a maximum of \$1,500 when no earlier transportation arrangements are available.

4. Trip Return: The *insurer* will pay up to \$2,500 for the cost of one-way transportation by the most economical route to re-join the *trip* if the insured returns home before the scheduled return date due to either of the following which occurs after the departure date:

- a. the *hospitalization* or death of an *immediate family member* not travelling with the *insured*; or
- b. a natural disaster that renders the *insured person's* principal residence uninhabitable.

The return must occur during the original *trip* period. A subsequent recurrence or complication of the condition that resulted in the *insured* returning home is excluded under this policy.

5. School Board Discretion:

If the *trip* is cancelled no later than 48 hours prior to the departure date by the participating school board of the policyholder for a reason other than an insured risk, the *insurer* will reimburse up to 50% of the cost of the prepaid unused portion of the *trip* that is non-refundable from any other source and non-transferable to another date. The total aggregate limit for all losses under this benefit, resulting from any one incident, under all policies issued by the *insurer* to the policyholder, is limited to \$500,000, which will be shared proportionately among all *insured persons*.

Insured Risks

1. *Sickness, injury, death or quarantine* of the *insured person*, the *insured person's immediate family member*, or of the host at the *trip* destination.
2. A delay that causes an *insured person* to miss or interrupt any part of his/her *trip* when the private or rented *vehicle* which the *insured* is driving or in which the *insured* is a passenger, or a *common carrier* or a prepaid connecting flight aboard which the *insured* is a passenger,

is delayed due to weather, earthquake, volcanic eruption, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the *vehicle, common carrier* or connecting flight was scheduled to arrive at the departure or return point at least 2 hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the scheduled time of departure or return.

3. A travel advisory issued by the Canadian Government, or any department thereof, after this insurance was purchased and after the *trip* was booked warning Canadian residents to avoid all travel or non-essential travel to a specific region or country that is part of the scheduled *trip*.
4. The schedule change or cancellation by the airline carrier that is providing transportation for a portion of the *trip* causing the *insured person* to miss a connection.
5. Strike by airline pilots.
6. The cancellation or delay of *insured person's common carrier* due to weather conditions, earthquakes or volcanic eruptions, for a period of at least 30% of the total duration of the covered *trip*, when the *insured person* chooses not to continue with the *trip*.
7. A natural disaster that renders the *insured person's* principal residence uninhabitable or school board facilities inoperative.
8. An unforeseen event beyond the insured person's control that renders the insured person's principal residence uninhabitable or school board facilities inoperative.
9. The relocation of an *insured person's* principal residence of at least 160 km within 30 days of departure or return due to a job transfer by the employer with whom the *insured person* is employed at the time of purchase of this insurance or the booking of the *trip*. (Not applicable to cases of self-employment or temporary contract work).
10. Involuntary loss of permanent employment without just cause by an *insured person*, an *insured person's spouse*, or an *insured person's parent*, provided that, at the time this insurance was purchased or the *trip* booked, they have been employed by the same employer for at least one year and were not aware of the imminent loss of permanent employment. (Not applicable to cases of self-employment or temporary contract work).
11. Legal adoption of a child by an *insured person* if the date of custody is scheduled during the *trip*.
12. The *insured person* being summoned to police, fire, or military service (active or reserve).
13. The *insured person* being called to jury duty, to be a defendant in a civil suit, or subpoenaed to be a witness, after the *trip* is booked or after the date this insurance is purchased, whichever occurs later (not applicable to law enforcement officers).

Applicable to Trip Cancellation Only

1. Cancellation of the *insured person's* *trip* as a result of instructions by the union that teachers not participate in such trips.
2. Failure of the *insured person* to obtain a travel or student visa (excluding an immigration or employment visa) for reasons beyond the *insured person's* control provided the insured person was eligible to make such an application.
3. Pregnancy of the *insured person* or the *insured person's immediate family member* which was confirmed after this insurance was purchased and after the *trip* was booked and if the *insured person's trip* is scheduled take place in the 9 weeks before or after the expected delivery date.
4. Complications of a pregnancy arising in the first 31 weeks of a pregnancy of the *insured person* or the *insured person's immediate family member*.

BAGGAGE BENEFITS

When an *insured person* incurs eligible expenses as described in this section as a result of direct physical loss of, or damage to, baggage and personal effects owned by the *insured* and used during the *trip*, the *insurer* will reimburse costs up to \$375 per item to a maximum of \$1,500 for the period from the effective date to the expiry date, subject to all policy conditions, limitations, exclusions, and provisions.

1. Personal Currency: Up to \$100 for the loss of personal currency caused by robbery or theft and supported by a police report.

2. Baggage Delay: Up to \$200 to purchase necessary toiletries in the event that the *insured's* checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to the point of departure. To file a claim, the *insured* must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.

3. Wheelchair: Up to \$100 for repairs or rental replacement of the *insured's* wheelchair in the event the wheelchair is rendered inoperable due to damage resulting from normal usage.

EXCLUSIONS APPLICABLE TO EMERGENCY HOSPITAL MEDICAL AND SPECIFIC LOSS INDEMNITY BENEFITS

Emergency Hospital Medical and Specific Loss Indemnity Benefits do not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Expenses incurred during a *trip* when the *trip* is undertaken specifically to obtain *medical treatment*, prescription drugs or medicine or *hospital services*, whether or not recommended by the *insured person's* attending *physician*.
2. Suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
3. Routine pre-natal care; pregnancy or childbirth or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; a child born during the *trip*.
4. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
5. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution or military power.
6. *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.
7. Contamination resulting from radioactive material or nuclear fuel or waste.

EXCLUSIONS APPLICABLE TO TRIP CANCELLATION & TRIP INTERRUPTION BENEFITS

Trip Cancellation and Trip Interruption Benefits do not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* in the 60 days prior to the effective date.
2. Any *sickness or injury* that would have caused an ordinarily prudent person to seek *medical treatment, advice, diagnosis or care* during the 60 days prior to the effective date.
3. An event which, prior to when this insurance was purchased and/or prior to when the *trip* was booked the *insured* or the participating school board of the policyholder, or it was reasonable to expect, may prevent the *insured* from going on or completing the *trip* as booked.
4. A *trip* undertaken for the purpose of visiting a sick or injured person and their medical condition or death is the reason for the cancellation or interruption.
5. Any costs incurred as the result of travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as terminal prior to the effective date.
6. Non-compliance with any prescribed medical therapy or treatment.
7. A *trip* undertaken to obtain *medical treatment* whether or not recommended by a *physician*.
8. Routine pre-natal care; pregnancy or childbirth or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; a child born during the *trip*.
9. A return earlier or later than the scheduled date of return, unless recommended by the attending *physician*.
10. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
11. Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that the *insured* was 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.
12. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured* is hospitalized.
13. Suicide, attempted suicide or self-inflicted *injury*, whether the *insured person* is sane or insane.
14. Committing or attempting to commit an illegal act or a criminal act.
15. Rock or mountain climbing, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motor sport or motor racing; participation in any sport as a professional athlete (for which the insured person is remunerated); scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
16. A travel visa that is not issued because of its late application.
17. Failure, default or bankruptcy of any travel supplier which was contracted for services. No protection is provided for failure, default or bankruptcy of any travel agent, agency or broker.
18. Payments made by any student to a tour operator after a trip is cancelled due to a union mandates labour dispute or school board ruling unless the student has a contractual obligation to make the payment to the tour operator.
19. The cancellation by any chaperone, parent or student of their participation in the trip due to speculations that a labour dispute or school board ruling may occur at a later date, regardless of whether or not the *trip* is later cancelled.
20. Travel to, from or through any country, region or city for which, prior to the date the *trip* was booked, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of the *trip* if the loss is the result of the reason for which the warning was issued.
21. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or the unlawful visit in any country by an *insured person*.
22. *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.
23. Contamination resulting from radioactive material or nuclear fuel or waste.

EXCLUSIONS APPLICABLE TO BAGGAGE BENEFITS

Baggage Benefits do not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

1. Property illegally acquired, kept, stored or transported.
2. The purchase or replacement cost (prescribed or not) for loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
3. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
4. Loss or damage caused by any imprudent action or omission by the *insured person*.
5. Loss or damage by theft from any unattended vehicle unless it was locked and there was visible evidence of forced entry.
6. Property insured under another insurance policy.
7. Jewellery; cameras; camera equipment, personal entertainment devices, including but not limited to, mp3 players including iPods, dvd players, laptops, tablets including iPads, cellphones, pagers and sports equipment.
8. Money and currency (except as provided under Personal Currency), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.
9. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
10. 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.
11. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapons of mass destruction (nuclear, chemical or biological).

DEFINITIONS

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

Chronic Condition means a disease or disorder which has existed for a minimum of six months. Only one, the first, occurrence per *insured person* per insured *trip* is eligible as the basis of claim.

Common Carrier means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

Deductible means the amount (if applicable), in Canadian dollars, which the *insured* must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured person*, per covered *emergency*.

Emergency means an unexpected and unforeseen *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 or Canada 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 provided by Canadian federal, provincial and territorial governments to their residents.

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

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

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

Injury means unexpected and unforeseen harm to the body that is caused by an *accident*, sustained by an *insured person* during the coverage period and that requires *emergency* treatment.

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 Berkley Canada (a W. R. Berkley Company) who provides this insurance.

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

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in

nature, which is *medically necessary* and which is prescribed by a *physician*. *Medical treatment* includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

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

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting the condition of the *insured person* or quality of medical care;
- d. cannot be delayed until the *insured person* returns to Canada.

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, pick axes, anchors, bolts, carabiners and lead-rope or top rope anchoring equipment.

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

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

Sickness means a sudden and unforeseen disease or disorder of the body which results in loss during the coverage period. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

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

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

- a. no hospitalization during the stability period; and
- b. no new diagnosis, treatment or prescribed medication; and
- c. no change* in treatment or medication; and

- d. no new, more frequent or more severe symptoms; and
- e. no new test results showing deterioration; and
- f. no referral to a specialist (made or recommended) and the *insured* is 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 the *insured* is taking insulin or oral diabetes medication.

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

GENERAL CONDITIONS

ADMINISTRATION

The policyholder will furnish the *insurer* such information as the *insurer* may require for the purpose of calculating premiums and administering this policy. The *insurer* will be entitled to assume that such information received by the policyholder is accurate and complete and no liability will be incurred by the *insurer* as a result of any error in such information furnished by the policyholder or as a result of failure to give such information.

The policyholder will permit the *insurer* to inspect all pertinent records of the policyholder to which the *insurer* will require access as often as the *insurer* may reasonably require, including but not limited to, the invoices or billing statements of other underwriters or insurers who are providing health and medical benefits to the *participants*.

Furthermore, the policyholder will allow the *insurer* to examine the policyholder's books and records, to the extent that they relate to the insurance provided under this policy, at any reasonable time and from time to time until 2 years after the expiration of this policy or until the final adjustment and settlement of all claims hereunder, whichever is the later.

AGGREGATE LIMIT

The total aggregate limit for all losses resulting from any one incident under all travel health insurance policies underwritten by the *insurer* is \$20,000,000.

APPLICABLE LAW

This policy is governed by the law of the Canadian province or territory of residence of the *participant*. Any legal proceeding by the *insured person*, his/her heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured person*.

ARBITRATION

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

AVAILABILITY AND QUALITY OF CARE

Neither the *insurer* nor *Intrepid 24/7* shall be responsible for the availability or quality of any medical treatment (including the results thereof) or transportation at the destination, or the failure of the *insured person* to obtain medical treatment during the *coverage period*.

CLERICAL ERROR

Clerical error on the part of the *insurer* or the policyholder in the keeping of records or in the furnishing of information will not void any person's insurance otherwise actively in force, provided the proper premiums are paid, nor continue any person's insurance otherwise validly terminated under the terms of this policy. An error in calculating any premium will be considered as a clerical error for the purposes of this policy.

CONFORMITY WITH LAW

Any provision of this policy which is in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

CO-ORDINATION AND ORDER OF BENEFITS

If a person has coverage under another plan that does not provide for co-ordination of benefits, that plan will be considered primary carrier and will be responsible for making the initial payment. If the other plan does provide for co-ordination of benefits, the order of benefit will be as follows:

Insured and dependent spouse

The plan insuring the *insured* or the *insured's* dependent spouse as an employee/member pays benefits before the plan insuring the *insured* or the *insured's* spouse as a dependent.

Dependent Child

If the *insured* is insured as a dependent under a parent's plans, benefits will first be payable under the plan of the parent whose birthday comes first in the calendar year. The balance of eligible expenses can then be submitted to the plan of the other parent. If both parents have the same birthday (month/day), the claims for children must be submitted to the plan in the alphabetical order of the parents' first names.

When a person is insured under other group or individual policies or government plans, the benefits payable from all sources cannot exceed one hundred percent of expenses incurred.

CURRENCY

All sums payable under this policy are in Canadian currency unless otherwise indicated. If an *insured person* has paid a covered expense in a currency other than Canadian currency, the *insured person* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

DATE OF PREMIUM REMITTANCE

Premium for each *insured person* covered under this policy is due and payable by the policyholder in advance on the first day of coverage for the enrollment period (the Premium Due Date). No prorated premium is due to the *insurer* for the period from the effective date of coverage under this policy until the first following Premium Due Date, if such effective date is other than the Premium Due Date. The *insurer* will refund no prorated premium to the policyholder if an *insured* ceases to be insured under this policy on a date other than the Premium Due Date.

DUPLICATION OF BENEFITS

Where benefits may be payable under more than one section of this policy claims are payable for one benefit only.

EVIDENCE OF AGE

The *insurer* reserves the right to request proof of age of any *insured person*.

GRACE PERIOD

A grace period of 31 days commencing with the first day following the due date of any premium will be allowed for the payment of such premium other than the initial premium during which time this policy will remain in effect unless otherwise terminated in accordance with the Policy Termination provision of this policy.

If a premium or any portion thereof as required under the terms of this policy remains unpaid at the end of the grace period, this policy shall terminate automatically. The policyholder must nonetheless pay any premium which is then due and unpaid.

If the policyholder notifies the *insurer* in writing during the grace period that this policy is to be terminated prior to the expiry of such grace period, the policyholder must pay the *insurer* a premium proportionate to the period the policy was in force between the last premium due date

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

Trip means a journey arranged and approved by the participating school board undertaken by an *insured* which commences upon departure from his/her place of residence and ends with the return to his/her place of residence.

Vehicle means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by the *insured*, the policyholder or a participating school board of the policyholder from a commercial rental agency for use during the *trip*.

and the date of termination of the policy.

INCONTESTABILITY

If the policyholder fails to disclose or misrepresents a material fact in any statements made by the policyholder in the Master Application for this policy, this policy may be declared void at the option of the *insurer*.

LIMITATION OF ACTIONS

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

LIMITATION OF BENEFITS

Once the *insured person* is deemed medically stable to return to Canada (with or without medical escort) either in the opinion of the Medical Director of *Intrepid 24/7* 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.

MEDICAL RECORDS

In the event of an *accident, injury or sickness*, the prior medical history of an insure person may be reviewed when a claim is reported.

MISREPRESENTATION AND NON-DISCLOSURE

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

NOTICE TO INTREPID 24/7

In the event of a *sickness* and/or *injury* likely to give rise to an *emergency*, the *insured person* must give immediate notice to *Intrepid 24/7*. Failure to do so may limit the benefits payable under the policy. If the *insured person* incurs any expenses without prior approval by *Intrepid 24/7*, such expenses will be covered, except where the policy expressly requires the prior approval or authorization of *Intrepid 24/7*, on the basis of *reasonable and customary costs* that would have been payable for such expenses by the insurer in accordance with the terms and conditions of the policy. Such expenses may be higher than this amount; therefore the *insured person* will be responsible for paying any difference between the amount the *insured person* incurred and the *reasonable and customary costs* reimbursed by the *insurer*.

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 an *insured person* is insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the *insurer* will coordinate benefits only above this amount.

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.

PAYMENT OF PREMIUMS

The policyholder will pay to the *insurer* premiums plus any applicable taxes. Such premiums will be determined as the aggregate of the amounts payable in respect of all *insured persons* for all benefits provided hereunder in accordance with the premium rates as determined by the *insurer* at the time of enrollment.

The initial premium rates will be in effect until the first Policy Renewal Date. The *insurer* reserves the right to adjust the premium rates then in effect. The *insurer* will give the policyholder 31 days' written notice of the new premium rates.

Notwithstanding the above, if a change in the terms or conditions of this policy occurs, the *insurer* reserves the right to adjust the premium rates then in effect, such adjustment being made on the first day of the month coincident with or following the effective date of such change. The *insurer* also reserves the right to adjust premium rates due to the number of *insured persons* falling below 75% of the initial enrolment figure or to the introduction, revision or repeal of a government law or regulation or practice that results in a change in the benefits and/or a change in any coverage payable under this policy or the taxes payable to a government authority by giving written notice to the policyholder at least 31 days prior to the effective date of such adjustment.

POLICY TERMINATION

a. Policyholder:

The policyholder may terminate this policy on any date provided notice of intention to terminate is given in writing by the policyholder to the insurer at least 31 days prior to such date.

When this policy terminates, the policyholder will pay to the *insurer* all premiums due for any period of time during which this policy was in force including the grace period.

b. Insurer:

The *insurer* may terminate this policy, or any of its benefit provisions, on any Policy Renewal Date by mailing written notice of termination to the policyholder at least 31 days prior to such Policy Renewal Date.

Notwithstanding (a) and (b) above, if any premium remains unpaid at the end of the grace period allowed for its payment, this policy shall terminate automatically. The policyholder must nonetheless pay any premium which is then due and unpaid.

PROTECTION OF PRIVACY

The *insurer* places great importance on the protection of privacy. Personal information will be collected, used and disclosed only for the purpose of providing the requested insurance services. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the *insurer* may collect personal health information held by a third party. This

information may be released to employees of *Intrepid 24/7* and the *insurer* for claims analysis.

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

REFUNDS

There are no refunds eligible under this policy.

RENEWAL OF POLICY

This policy may be renewed for further consecutive periods by payment of premium as herein provided, subject to the *insurer's* right to decline renewal of this policy on any Policy Renewal Date.

RIGHTS OF EXAMINATION

To be entitled to payment of benefits provided under this policy, the participant, on his/her own behalf and on behalf of his/her *dependents* hereby authorizes any *physician*, health professional, *hospital*, institution and any other organization to forward to the *insurer* or its representatives, all information, reports or documents that they may require.

The *participant* hereby authorizes the *insurer* to communicate directly with any *physician*, health professional, *hospital*, institution or other organization to obtain any information required for the assessment of claims and hereby relieves the persons concerned of all legal responsibility which could arise from the disclosure of such information.

In the event of death, the *insurer* will require that a death certificate be filed with the claim. Furthermore, the *insurer* has the right to request an autopsy and review any autopsy report, if not prohibited by law.

SUBROGATION

If an *insured person* suffers a loss covered under this policy, the *insurer* is granted the right from

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

TRANSFER OR MEDICAL REPATRIATION

During an *emergency* (whether prior to admission or during a covered *hospitalization*), the *insurer* reserves the right to:

- a. transfer the insured person to one of Intrepid 24/7's preferred health care providers, and/or
- b. return the insured person to his/her province or territory of residence for the medical treatment of a sickness and/or injury where this poses no danger to the life or health of the *insured person*.

If the *insured person* chooses to decline the transfer or return when declared medically stable by the Medical Director of *Intrepid 24/7*, the *insurer* will be released from any liability for expenses incurred for such *sickness* and/or *injury* after the proposed date of transfer or return. *Intrepid 24/7* will make every provision for the medical condition of the *insured person* when choosing and arranging the mode of the transfer or return and, in the case of a transfer, when choosing the *hospital*.

INTERNATIONAL ASSISTANCE SERVICE

If you experience medical signs or symptoms or require medical treatment during your *trip*, you must contact *Intrepid 24/7* immediately:

+1 (800) 203 8508

toll-free from the USA and Canada

+1 (416) 646 3107

collect where available

email:

intrepid@intrepid247.com

Emergency Call Centre — No matter where you travel, professional assistance personnel are ready to take your call. Intrepid 24/7 can also provide you with Canada Direct instructions and codes so that you only deal with Canadian telephone operators.

Referrals — Intrepid 24/7 can refer you to the preferred medical providers (*hospitals*, clinics and *physicians*) that are closest to where you are staying. With a referral, it is less likely that you will have to pay for services out of pocket.

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

Medical Consultants — Intrepid 24/7's team of medical professionals, available 24 hours a day, will monitor the services given in the event of a serious *emergency*. If necessary, Intrepid 24/7 will help you return to your province or territory of residence or Canada for the care required.

Urgent Message Relay — In the event of a medical *emergency*, Intrepid 24/7 will contact your travel companion to keep him or her advised of your medical situation and will help you exchange important messages with your family.

Interpretation Service — Intrepid 24/7 can connect you to a foreign language interpreter when required for emergency services in foreign countries.

Direct Billing — Whenever possible, Intrepid 24/7 will instruct the *hospital* or clinic to bill Intrepid 24/7 directly.

Claims Information — Intrepid 24/7 will answer any questions you have about the eligibility of your claim, standard verification procedures and the way that the benefits under this policy are administered.

Intrepid 24/7 must be contacted before you seek medical treatment. If your condition renders you unable to do so, then someone else must contact Intrepid 24/7 immediately on your behalf. It is your responsibility to ensure that Intrepid 24/7 has been contacted prior to receiving medical treatment or as soon as reasonably possible.

CLAIMS PROCEDURES

The *insured person* or an authorized representative of the participating school board is responsible for providing all the documents outlined below and for any charges levied for these documents.

EMERGENCY HOSPITAL & MEDICAL CLAIMS

In the event of an *emergency* the *insured person* or an authorized representative of the participating school board must contact *Intrepid 24/7*.

To file a claim, the *insured person* must:

- a. include the policy number and the patient's name (married and maiden, if applicable), date of birth, and Canadian provincial or territorial *government health insurance plan* number with its expiry date or version code (if applicable);
- 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 the *insured person's* claim, as may be required by *Intrepid 24/7*, after receipt of the claim;
- g. sign and return the authorization form, provided by *Intrepid 24/7*, allowing the *insurer* to recover payment from the Canadian provincial or territorial *government health insurance plan*. The *insurer* will coordinate and pay the *insured person's* claim to the participating medical providers and where permitted, coordinate claims directly with the Canadian provincial or territorial *government health insurance plan* on the *insured person's* behalf; and
- h. return the unused portion of the *insured person's* air ticket to *Intrepid 24/7*, if the *Emergency Air Transportation* benefit is used.

SPECIFIC LOSS INDEMNITY CLAIMS

If the *insured*, or someone on behalf of the *insured*, is submitting a claim the following documents are required:

- a. police, autopsy or coroner's report; and
- b. medical records; and
- c. death certificate, as applicable.

If the *insured person's* body is not found within 12 months of the *accident*, the *insurer* will presume that the *insured* has died as a result of his/her *injuries*.

TRIP CANCELLATION & TRIP INTERRUPTION CLAIMS

To cancel a *trip* before the scheduled departure date, the *insured person* or an authorized representative of the participating school board must cancel the trip with the travel supplier and notify *Intrepid 24/7* immediately, or on the next business day, after the cause of cancellation.

The following documents are required for Trip Cancellation or Interruption claims:

- a. A medical certificate completed by the attending physician and stating why travel was not possible as booked, if the claim is for medical reasons; or
- b. A report from the police or other responsible authority documenting the reason for the delay if the claim is due to a misconnection.

c. We will also need, as applicable:

- i. complete original unused transportation tickets and vouchers;
- ii. original passenger receipts for the new tickets purchased;
- iii. original receipts for the travel arrangements paid in advance and for the extra hotel, meal, telephone, internet and taxi expenses;
- iv. the entire medical file of any person whose health or medical condition is the reason for the claim; and
- v. any other invoice or receipt supporting the claim.

BAGGAGE CLAIMS

The following conditions apply:

1. In the event of theft, burglary, robbery, malicious mischief, disappearance or loss of an item covered under this policy, the *insured* must obtain written documented evidence from the police immediately or, if the police are unavailable, the hotel manager, tour guide or transportation authorities.
2. The *insured* must also take all precautions to protect, save or recover the property immediately, and advise the *insurer* within 30 days of returning from an insured *trip*. The claim will not be valid under this policy if these conditions are not complied with.
3. If the property checked with a *common carrier* is delayed, coverage will continue until the property is delivered by the *common carrier*.
4. Property is covered for the current actual cash value when it is lost or damaged. The *insurer* also reserves the option to repair or replace the property with other of similar kind, quality and value. The *insurer* may also ask that the damaged items be submitted for an appraisal of the damage. If a lost or damaged article is part of a set, the *insurer* will cover a reasonable and fair proportion of the total value of the set, but not the total value of the set.

To submit a claim, please provide:

- a. Copies of reports from the authorities as proof of loss, damage or delay; and
- b. Proof of ownership of the articles, and receipts for their replacement.

ACCIDENTAL DEATH & DISMEMBERMENT

If the *insured*, or someone on behalf of the *insured*, is submitting a claim the following documents are required:

- a. police, autopsy or coroner's report; and
- b. medical records; and
- c. death certificate, as applicable.

If the *insured person's* body is not found within 12 months of the *accident*, the *insurer* will presume that the *insured* has died as a result of his/her *injuries*.

All pertinent documents should be sent to Intrepid 24/7

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 the *insured* or to a claimant under the contract a copy of the application.

MATERIAL FACTS

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

NOTICE AND PROOF OF CLAIM

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

- a. give written notice of claim to the *insurer*,
 - i. by delivery thereof, or by sending it by registered mail to the head office or chief agency of the *insurer* in the province, or
 - ii. by delivery thereof to an authorized agent of the insurer in the province, not later than 30 days from the date a claim arises under the contract on account of an *accident, sickness* or disability;
- b. within 90 days after the date a claim arises under the contract on account of an *accident or sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of:
 - i. the happening of the *accident* or the start of the *sickness*,
 - ii. the loss caused by the *accident* or *sickness*,

- iii. the right of the claimant to receive payment,
 - iv. the claimant's age, and
 - v. if relevant, the beneficiary's age; and
- 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 OR PROOF

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

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

INSURER TO FURNISH FORMS FOR PROOF OF CLAIM

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

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.

IDENTIFICATION OF INSURER

Underwritten by:

Berkley Canada (a W. R. Berkley Company)
145 King Street West
Suite 1000
Toronto, Ontario M5H 1J8

Claims Administered by:

Intrepid 24/7
460 Richmond Street West
Suite 100
Toronto, Ontario M5V 1Y1