

**Policyholder:**  
**Address:**

**POLICY NO.:** PM8277416

**POLICY TERM:**

January 1, 2017 to December 31, 2017

(Both days inclusive, local standard time at the address of the Policyholder).

**SCHEDULE OF BENEFITS: Insure2Study Travel Insurance - Silver**

The following benefits are per Insured Person, per Policy Year unless otherwise specified.

BENEFIT	SUM INSURED/LIMIT OF INDEMNITY	DEDUCTIBLE
<b>APPLICABLE <u>ONLY</u> TO UK RESIDENTS TRAVELLING <u>OUTSIDE</u> THE UK</b>		
Cancellation Abandonment Charges	£2,000	£50
<b>APPLICABLE TO UK RESIDENTS TRAVELLING OUTSIDE THE UK AND NON-UK RESIDENTS TRAVELLING TO THE UK</b>		
Emergency Medical & Associated Expenses	£2,000,000	NIL
Hospital Inconvenience Expenses	£300	NIL
Unused Course Fee Costs	£2,500	NIL
Personal Accident	£15,000	NIL
Baggage	£1,500	£50
Single Article Limit	£300	-
Valuables/Electronic Equipment Limit	£500	-
Travel Documents	£500	£50
Delayed Baggage	£150	NIL
Personal Money	£500	£50
Cash Limit	£250	-
Personal Liability	£1,000,000	NIL
Delayed Departure	£150	NIL
Delay Abandonment	£2,000	£50
Hijack	N/A	NIL

**MSH INTERNATIONAL PRIVACY POLICY**

At MSH INTERNATIONAL (CANADA) LTD., we recognize and respect every individual's right to privacy. When You apply for coverage or Benefits, we establish a confidential file of personal information.

We use the information to administer the group Benefit plan. This includes many tasks, such as:

- Determining an Insured Person's eligibility for coverage under the plan
- Enrolling Insured Persons for coverage
- Assessing an Insured Person's claims and providing them with payment
- Managing an Insured Person's claims
- Verifying and auditing eligibility and claims
- Underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- Providing the applicable Regulatory Forms and Tax Receipts, upon request

We limit access to information in the Insured Person's file to MSH INTERNATIONAL (CANADA) LTD. staff or persons authorized by MSH INTERNATIONAL (CANADA) LTD. who require it to perform their duties, to persons to whom the Insured Person has granted access, and to persons authorized by law. MSH INTERNATIONAL (CANADA) LTD., the Insured Person's health care provider, other insurance and reinsurance companies, and the plan administrator of the policyholder may also exchange information when the information is needed to administer the group Benefit plan.

For questions or concerns regarding the collection, use, disclosure or storage of personal information, please contact the Privacy Officer by mail or email. Concerns will be addressed within thirty (30) days.

MSH INTERNATIONAL (CANADA) LTD.  
c/o Privacy Officer  
Suite 300, 999 - 8th Street S.W.  
Calgary, Alberta, Canada T2R 1N7  
Email: [privacyofficer@americas.msh-intl.com](mailto:privacyofficer@americas.msh-intl.com)

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**INSURING AGREEMENT**

In consideration of the payment of the premium, the Insurers agree with the policyholder to reimburse up to the limits detailed in this policy for losses occurring during the policy term subject to all of the exceptions, limitations and provisions of this policy.

Any word explained in the Definitions section herein will have the same meaning throughout this document. The currency of this policy is expressed in Great British Pounds (£).

**SANCTION LIMITATION AND EXCLUSION CLAUSE**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade and economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America.

LMA 3100

**IMPORTANT NOTICE REGARDING THE PATIENT PROTECTION AND AFFORDABLE CARE ACT:**

This insurance is not subject to, and does not provide certain of the insurance benefits required by the United States Patient Protection and Affordable Care Act (ACA). This insurance does not provide and insurers may not intend to provide minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the policy documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy.

ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA compliant coverage. You should consult your attorney or tax professional to determine if ACA's requirements are applicable to you. Should the coverage provided under this plan be altered by the insurer and subsequently be deemed to be exempt from the requirements of ACA we will notify you immediately.

**GEOGRAPHICAL AREA OF COVERAGE****For United Kingdom Residents travelling outside of the United Kingdom:**

The geographical limit of this insurance is **Worldwide including USA/Canada**.

**For Non-UK residents travelling to the United Kingdom only:**

The geographical limit of this insurance is the **United Kingdom only**.

**Coverage within Home Country:** Benefits are not available within an Insured Person's Home Country.

**EFFECTIVE DATE AND POLICY TERM**

This policy takes effect at 12:00 a.m., local standard time on the date stated in the application for coverage or the date coverage is approved by the Insurer and from which date all insurance months shall be calculated. It continues in force for the period for which premium has been paid. Coverage may be renewed subject to approval by the Insurer for further consecutive terms, not exceeding twelve (12) months, on payment of premium at the rate and in the amount determined at the time of renewal by the Insurer.

**PERIOD OF INSURANCE**

This policy provides cover for trips or journeys taken within the Period of Insurance stated in the Insurance Schedule.

**For Section A:**

- Cancellation Charges cover starts from the date of issue of the policy and terminates on the start of the planned journey or trip outside of the United Kingdom,
- Abandonment Charges cover starts at the time of leaving the normal place of residence in the United Kingdom only (whichever is the later) and shall terminate on return thereto to the United Kingdom on completion of the journey or trip as specified in the itinerary but shall not exceed the period stated in the Insurance Schedule (whichever is the first).

**Cancellation Charges or Abandonment Charges is applicable only to residents of the United Kingdom travelling outside of the United Kingdom.**

**For all other sections:**

Cover starts at the time of leaving the normal place of residence in the Insured Person's Home Country and shall terminate on return thereto to the Insured Person's Home Country on completion of the journey or trip as specified in the itinerary but shall not exceed the period stated in the Insurance Schedule (whichever is the first). In any event cover will start no more than twenty-four (24) hours prior to the booked departure time from the Insured Person's Home Country address and will cease no more than twenty-four (24) hours after the booked return to the Insured Person's Home Country address.

**EXTENSION OF PERIOD OF INSURANCE**

If the homeward journey cannot be completed before the expiry of the Period of Insurance the policy shall remain in force without additional premium as follows:

- Up to fourteen (14) days in the event of delay to any vehicle, vessel or aircraft in which the Insured Person is travelling as a ticket holding passenger\*;
- Up to thirty (30) days if the intended return journey is prevented due to the Insured Person's bodily Injury or Sickness\*\*.

The Insurer will also continue to pay medical treatment under the Emergency Medical and Associated Expenses section (up to the sum insured provided by the policy) for this period or such extension of period as is Medically Necessary.

*\*The Insured Person must produce independent evidence in writing in support of delays.*

*\*\*Prevented return journey due to bodily Injury or Sickness must be supported by medical report(s).*

**ADMINISTRATION OF POLICY**

A completed Application Form must be signed by the individual to be insured and received within thirty (30) days of the member's first day of the school semester in order for coverage(s) to become effective on this date. If an application is received after the thirty (30) day grace period, coverage(s) will be backdated a maximum of thirty (30) days from the date it is received.

The termination of an Insured Person must be communicated immediately and may be backdated a maximum of ninety (90) days from the date of receipt. The termination of an Insured Person may only be backdated ninety (90) days provided no claims have been paid during this period.

**HIGH RISK COVERAGE**

The Insurers reserve the right to exclude or surcharge coverage in countries deemed to be locations of extreme risk. Locations of extreme risk are subject to change based on the Insurer's assessment. Advance notification of fifteen (15) days will be provided by MSH INTERNATIONAL (CANADA) LTD. to policyholders in locations deemed to be of extreme risk before any surcharge becomes applicable.

**ELIGIBILITY****Primary Insured Person:**

For the purposes of this policy, the primary Insured Person shall be considered as those persons who:

- Are attending a post-secondary institution outside of their Home Country;
- Are under age forty (40);
- Have completed and signed the application form in acceptance of the policy terms and conditions;
- Have paid the required premium or had such premium paid on their behalf by the policyholder.

*(Coverage is not available to spouses or dependant children of the Insured Person).*

**TERMINATION DATE OF INSURED PERSON'S INSURANCE**

The insurance of an Insured Person shall terminate on the earliest of the following:

- The date this policy is terminated;
- The date that any premium required or due on the part of the Insured Person remains unpaid;
- The date that the Insured Person reaches age forty (40);
- The date that the Insured Person ceases to attend a post-secondary institution outside of their Home Country.

Termination of the insurance of any Insured Person either because of termination of employment or termination of this policy will not prejudice consideration of any claim that may have occurred prior to such termination.

**OTHER INSURANCE**

If, at the time of loss, the Insured Person has insurance from another source for Benefits provided under this policy, the policy with the earliest Effective Date will be deemed to be first payor. Any Benefits payable by the following shall not be considered as a covered cost under this policy:

- Any group or individual Hospital or medical plan.
- Any government Hospital or medical plan.
- Any Worker's Compensation Act.
- Any public or tax-supported agency.

**TERMINATION OF POLICY**

This policy may be terminated by either party with prior notice provided at least thirty (30) days in advance of the requested termination date.

**REFUNDS**

A full refund of the premium paid, less administration fees, will be made provided the Insurer receives a written request to terminate within fourteen (14) days from the issuance of this policy and subject to no claims having been paid within the requested refund period (of up to fourteen (14)).

**PRE-EXISTING MEDICAL CONDITIONS**

It is a condition of this insurance that the covered trip is not commenced:

- After receipt of a terminal prognosis;
- Against the advice of a registered qualified medical practitioner;
- While awaiting investigation or diagnosis or is receiving In-Patient treatment or awaiting such treatment;
- With the intention of obtaining medical treatment during the Insured Person's trip.

This insurance shall exclude any condition or set of circumstances known to an Insured Person at the time at the time of purchasing this insurance where such condition or set of circumstances could reasonably have been expected to give rise to a claim.

This shall include a pre-existing medical condition of an Immediate Family Member or close relative prior to the purchase of this insurance and on whom the trip may depend.

## DEFINITIONS

**Abandonment/abandoned/abandon:** Means returning to the Insured Person's Home Country address prior to the scheduled return date or becoming an In-patient in a Hospital, in which case a proportionate refund will be made of unused travel and accommodation costs and pre-paid charges. The refund for accommodation will be based on each day the Insured Person has lost but a proportionate refund of travel expenses will be paid only if the Insured Person cannot use their return ticket.

**Accident:** Any sudden and unforeseen event occurring during the policy term, resulting in bodily Injury, the cause or one of the causes of which is external to the victim's own body and occurs beyond the victim's control.

**Benefits:** Any covered expenses/services that the Insurer will pay under this policy.

**Common-law Spouse:** A person (opposite or same sex) with whom the Insured Person lives in a conjugal relationship and at least one of the following applies:

- the parties have cohabitated with one another throughout the previous 12 months, or
- the person is the parent of the Insured Person's child.

**Country of Residence:** The country in which the Insured Person resides while enrolled as a student in a post-secondary institution located outside of their Home Country.

**Course fees:** Means annual tuition fees paid for higher education payable during the Insured Person's prescribed period of study and/or individual course level fees paid, examination fees paid, and course material fees paid.

**Emergency:** A sudden and unexpected medical condition or Injury that requires immediate medical treatment. The condition or injury must have manifested itself while this policy is in force as to the Insured Person.

**Hijack:** The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew) in which the Insured Person is travelling as a fare paying passenger.

**Home Country:** The country for which the Insured Person holds a passport. Where the Insured Person holds more than one passport, the Home Country will be taken to mean the country that the Insured Person has declared on the application form.

**Hospital:** Any medical or surgical institution which is legally licensed in the country in which it is located and whose main activities are not those of a rehabilitation centre, spa, hydro clinic, sanatorium, nursing home or home for the aged. It must be under the constant supervision of a resident Physician.

**Incidental Expense:** Non-admissible hospital expenses for which no other reimbursement or allowance is provided under this policy. Eligible expenses include, but are not limited to, such items as gratuities, laundry, dry cleaning, phone calls, and shipping of some personal effects.

**Immediate Family Member:** Refers to spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law, mother-in-law, grandson, granddaughter, grandfather or grandmother of the Insured Person.

**Injury:** Any harm to the body caused by an Accident resulting, directly and independently of all other causes, in the Insured Person incurring Medical Expenses.

**In-patient:** A patient who occupies a Hospital bed for more than twenty-four (24) hours for medical treatment and for which admission was recommended by a Physician or Surgeon.

**Insurance Schedule:** The Schedule attaching to this policy which contains all necessary enrolment details and premiums for Insured Person's covered under this policy.

**Insured Person/You/Your:** An eligible person as defined in the eligibility section of this policy.

**Insurer:** MSAMLIN Syndicate number 3210, Tokio Marine HCC Syndicate Number 4141, and Aspen Re Insurance Syndicate Number 4711, who provide this insurance.



**Legal Personal Representative:** A person who is either an executor of the Insured Person's will or is the administrator of the Insured Person's estate in the event that the Insured Person should die intestate.

**Loss of Limbs:** Mean loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**Medical Assistance Provider:** Allianz Global Assistance.

**Medical Expenses:** Those medical and related expenses for which coverage is provided under this policy which are necessarily incurred as a result of Injury or Sickness while coverage is in force under this policy as to the Insured Person.

**Medically Necessary:** any health care service or procedure that a qualified health provider would provide to a patient for the purpose of preventing, diagnosing or treating any Sickness, disease, Injury or its symptoms in a manner that is a) prescribed in accordance with generally accepted standards of care, b) clinically appropriate in terms of type, frequency, extent, site and duration, c) not primarily for the convenience of the patient and d) within the scope of practice of such practitioner.

**Mental, Nervous and Emotional Disorders:** Mental, Nervous and Emotional Disorders are any disorders that are listed in Chapter V (Mental and Behavioral Disorders) of the International Statistical Classification of Diseases and Related Health Problems 10<sup>th</sup> Revision by the World Health Organization (WHO). (<http://www.who.int/classifications/icd>).

**MSH INTERNATIONAL (CANADA) LTD.:** The third party administrator and claims administrator appointed by the Insurer.

**Overall Maximum Limit:** The total aggregate lifetime limit that may be claimed by an Insured Person. Such limit is indicated in the wording of this policy.

**Permanent Total Disablement:** Means permanent and total disablement from engaging in or attending to any kind of profession or occupation.

**Personal Money:** Cash, travellers' cheques, letters of credit, travel tickets, hotel vouchers, passports and green cards held by you for social and domestic purposes.

**Physician:** A medical practitioner who holds a Doctor of Medicine degree and is legally registered and licensed to practice medicine in the country where services within the scope of his license are provided.

**Policy Year:** The Policy Term as indicated on page 1 of this policy.

**Sickness:** Any illness or disease contracted by an Insured Person which causes the Insured Person to incur Medical Expenses.

**Total Loss of Sight:** Complete and irrecoverable loss of sight.

**Travel Documents:** Current passports, valid visas, travel tickets.

**Travelling Companion:** An accompanying person without whom the journey or trip cannot start.

**United Kingdom/UK:** includes Isle of Man and Channel Islands.

**Valuables:** Jewellery, gold/silver/precious metal or precious stone articles, furs and animal skins, watches, cameras, photographic apparatus and equipment, satellite navigation equipment, binoculars, telescopes, video equipment, camcorders and any audio or audio visual equipment including, but not limited to: tape recorders, cassettes and players, radios, compact discs and players, minidiscs and players, iPods, mp3 players, iPads, Kindles, Tablets, e-book readers, computers and accessories and/or equipment, video games and TV sets, discs or Compact Discs, films, cassettes, cartridges, flash drives.

## POLICY EXCLUSIONS

### GENERAL EXCLUSIONS

This policy does not cover expenses caused or contributed to directly or indirectly by:

- Air travel, other than as a passenger in a certified commercial aircraft that provides passenger service and complies with government regulations concerning pilot licensing and current certificates of airworthiness;
- Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- Committing or attempting to commit any criminal act (including acts committed by the primary Insured Person's travelling companion);
- Intentionally self-inflicted Injury, suicide or self-destruction or any attempt (while sane or insane);
- Exposure to danger which is reasonably foreseeable (except in an attempt to save human life);
- Pregnancy, miscarriage, childbirth or termination of pregnancy or expenses relating thereto;
- Mountaineering, water sports, horse riding activities, violent sports such as judo, boxing, and wrestling, bungee jumping, scuba diving, rock or precipice climbing, hang gliding, paragliding, sport parachuting, sky diving, pot-holing or organized team sports, engaging in or practicing for speed or time trials, sprints or racing of any kind, winter sports or the use of dry ski slopes.
- Athletic or sports activities for remuneration or prize money;
- Riding or driving in or on any motorised vehicle or device in any race or speed contests;
- Misuse of medication, use of intoxicants or illegal drugs, or treatment thereof or Accidents related thereto;
- Injuries received as a direct consequence or as a result of the Insured Person having blood content of eighty (80) milligrams or more of alcohol per one hundred (100) millilitres of blood or, in the absence of a specific measurement, in the professional opinion of the attending Physician;
- A trip that has been arranged solely for the purpose of securing treatment or therapy unless it has been pre-approved by the Insurer;
- Any trip or journey within the Insured Person's Home Country;
- Any one way trip;
- Services primarily for weight reduction or treatment of obesity, or any care which involves weight reduction as a main method for treatment. This includes any program, product or medical treatment for weight reduction or any expenses of any kind to treat obesity (including morbid obesity), weight control or weight reduction;
- Any claim arising from any sexually transmitted disease, HIV (Human Immunodeficiency Virus), the fear of HIV and/or any HIV-related illness including AIDS and/or any mutant derivative or variations thereof howsoever caused;
- The Insured Person travelling against the advice of a Physician.

In addition to the above, Benefits will not be payable for:

- Any person aged forty (40) years or over at the date of issue of this policy;
- Any payment which the Insured Person would normally have made during their travel if nothing had gone wrong;
- Any loss other than as specified in the policy;
- Any loss which has not been conclusively proven and amount thereof substantiated;
- Any cost incurred during any period for which the appropriate premium has not been paid or while the policy is not in force as to the Insured Person;

- Any charges incurred for obtaining medical records, unless requested by MSH INTERNATIONAL (CANADA) LTD.;
- Any Medical Expense incurred while covered under the plan but submitted after ninety (90) days following the date the expense was incurred.

EXCLUSIONS APPLICABLE TO SECTIONS A, B, C, D, & E.

1. We shall not make any payment arising from any medical condition or set of circumstances known to an Insured Person at the time of purchasing this insurance where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or abandonment of the Insured Person's trip;
2. We shall not make any payment arising from unused Course Fees under Section A – Cancellation or Abandonment charges;
3. We shall not make any payment under Section A – Cancellation or Abandonment Charges where your home country is not the United Kingdom;
4. The Insurers shall not make any payment in respect of a medical condition of any Insured Person for:
  - Any expenses or fees for any In-Patient treatment or repatriation which have not been notified to and authorized by the Insurers or the Medical Assistance Provider;
  - The cost of any elective treatment or surgery, including exploratory tests, which are not directly related to the Sickness or bodily Injury which necessitated the Insured Person's admittance into Hospital;
  - Any form of treatment which in the opinion of the Physician in attendance and Insurer's medical advisers can reasonably be delayed until the Insured Person returns to the Insured Person's Home Country\*;
  - Cosmetic surgery\*;
  - Medication, which at the time of departure is known to be required or to be continued outside the Insured Person's Home Country\*;
  - Any additional costs arising from single or private room accommodation\*;
  - Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation center\*;
  - Mental, Nervous or Emotional Disorders\*;
  - Any treatment after the Insured Person has returned to his/her Home Country\*;
  - Any cancellation or abandonment or unused Course Fees claims arising from the Sickness/infirmity of a close relative, Immediate Family Member, travelling companion or person with whom the Insured Person has arranged to stay, who has suffered from, received medication, treatment or advice for that Sickness/infirmity in the last twelve (12) months prior to the issue of this insurance;
5. The Insurers shall not make any payment in respect of the Insured Person's death, bodily Injury, Sickness or disablement resulting from:
  - Mental, Nervous or Emotional Disorders;
  - The Insured Person's transportation carriers refusal to allow them to travel for whatever reason
  - Motor cycling as a driver or passenger
    - i) on machines exceeding one hundred and twenty-five (125) cc engine capacity; and/or
    - ii) where the Insured Person as a driver does not hold a full motor cycle licence applicable to their Home Country;
  - Manual work of any kind;
  - Participation in expeditions or the crewing of a vessel from one country to another.
6. The Insurers shall not make any payment for unused Course Fees arising from the failure to advise the appropriate school, college, university or appropriate education department in writing of the Insured Person's need to cancel or abandon the course immediately that the Insured Person are aware that the cancellation or abandonment of the trip is necessary;
7. We shall not pay the first fifty pounds ( £50) of each claim per Insured Person in respect of Cancellation Charges and Abandonment Charges;
8. We shall not make any payment for the Insured Person's disinclination to travel or for the Insured Person's loss of enjoyment during the journey or trip.

*\* These exclusions do not apply to cancellation and in respect of abandonment they apply only to the Insured Person.*

#### EXCLUSIONS APPLICABLE TO SECTIONS F AND G

The policy does not insure:

- Cracking, scratching or breakage of glass (other than lenses in cameras, binoculars, telescopes or spectacles), china or similar fragile articles;
- Pedal cycles, contact lenses, medical and dental fittings, mobile phones and/or accessories;
- The wear and tear, depreciation, deterioration or damage by moth, vermin or by any process of cleaning, repairing or restoring;
- Loss of baggage, valuables, travel documents and personal money not reported to the Police within twenty-four (24) hours of discovery and a written Police report obtained;
- Breakage of sports equipment while in use;
- Household goods and anything shipped as freight;
- Delay, detention, seizure or confiscation by Customs or other officials;
- Items used in connection with the Insured Person's employment or occupation;
- Bonds, securities or documents of any kind;
- Loss, theft or damage of valuables and personal money in a suitcase while in transit and outside the Insured Person's control;
- Loss, theft of valuables, travel documents, personal money unless at all times they are attended by the Insured Person or deposited in a safe or safety deposit box where available or left in the Insured Person's locked personal trip or journey accommodation;
- Loss, theft of Personal effects or baggage (but not valuables) from an unattended vehicle unless
  - secured in the locked boot of the locked vehicle or
  - contained in the luggage space at the rear of a locked Estate car or locked Hatchback under a top cover and out of view
- Shortages due to error omission or depreciation in value;
- Any costs which are due to any errors or omissions on the Insured Person's travel documents and any costs incurred before departure or after the Insured Person returns home;
- The cost of replacement travel documents and any expenses for food or drink;
- The Insured Person's failure to obtain the required passport, visa or ESTA;
- The first fifty pounds (£50) of each claim per Insured Person under the Baggage and Loss of Travel Documents and Personal Money sections except in respect of temporary loss of baggage on the outward journey.

#### EXCLUSIONS APPLICABLE TO SECTION H

1. Punitive and exemplary damages;
2. Liability arising from:
  - Death or bodily Injury of the Insured Person's employees or Immediate Family Members residing with the Insured Person;
  - Loss of or damage to property which belongs to or is under the control of the Insured Person or an Immediate Family Member of the Insured Person, member of the Insured Person's household, or a person employed by the Insured Person;
  - The Insured Person's trade, business or profession;
  - The ownership or occupation of any land or building (other than occupation only of any temporary trip accommodation);
  - The ownership, possession or use of animals (other than domestic animals), firearms (other than sporting guns), mechanically propelled vehicles, vessels (other than manually propelled watercraft) or aircraft of any description.

EXCLUSIONS APPLICABLE TO SECTION I

We shall not make any payment:

- In respect of strike or industrial action existing or notified by declaration of intent at or prior to the date this insurance is purchased;
- Under more than one item of this section;
- Under item two (2) in respect of the first fifty pounds (£50) of each claim per Insured Person.

This policy also includes the following exclusion:

### **NUCLEAR, CHEMICAL, BIOLOGICAL TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes any losses, directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement:

“Nuclear, chemical, biological terrorism” shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent during the period of this insurance by any person or group(s) of persons, whether acting along or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Chemical agent” shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

“Biological agent” shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

### **WAR AND TERRORISM EXCLUSION**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss if the assured/Insured Person takes an active part therein.

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
2. Any act of terrorism.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to one (1) and/or two (2) above.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

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## SECTION A - CANCELLATION CHARGES AND ABANDONMENT CHARGES

### Applicable only to United Kingdom residents for trips outside of the United Kingdom.

1. Refund of deposits which are not recoverable and any other amount which the Insured Person is legally obliged to pay in respect of unused travel and accommodation costs (purchased prior to the date of departure from the Insured Person's Home Country address and prior to any occurrence giving rise to a claim) in the event of unavoidable cancellation of the journey or trip OR;
2. Proportionate refund of unused travel and accommodation costs or charges (purchased prior to the date of departure from the Insured Person's Home Country address and prior to any occurrence giving rise to a claim) in the event of abandonment of the journey or trip where it is Medically Necessary.

As a result of any of the following occurring after the date of issue of this insurance in respect of 1. above or occurring after the start of the journey or trip in respect of 2. above:

1. a) The accidental bodily Injury to or Sickness or quarantine or death\*:
  - Of the Insured Person
  - Of the Insured Person's travelling companion
  - Of any person with whom the Insured Person has arranged to stay.
- b) The accidental bodily Injury to or Sickness or death\*:
  - Of any close relative residing in the Insured Person's Home Country
  - Of any Immediate Family Member of the Insured Person residing elsewhere in the World
  - Of the Insured Person's Common-Law Spouse of any Insured Person under this policy.

*\*includes reasonable additional travel and accommodation expenses which the Insured Person incurs if it is necessary for the Insured Person to return to their Home Country (and the Insured Person cannot use their return ticket).*

**All claims resulting from accidental bodily Injury, Sickness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.**

2. The Insured Person or their travelling companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of Insurance in respect of one (1.) above.
3. The Insured Person or their spouse being made redundant and certified as being such by the Employment Service in respect of one (1.) above.
4. a) The Insured Person's Home Country address becoming uninhabitable following fire, storm or flood\*;  
b) The Insured Person's presence being required by the police following burglary at the Insured Person's Home Country address or place of business.

*\*includes reasonable additional travel and accommodation expenses which the Insured Person incurs if it is necessary for the Insured Person to return to their Home Country (and the Insured Person cannot use their return ticket).*



## SECTION B - EMERGENCY MEDICAL AND ASSOCIATED EXPENSES

### Benefits

Notwithstanding the limits stated in the separate sections of this policy, the Overall Maximum Limit for Emergency Medical and Associated Expenses shall not exceed two million pounds (£ 2,000,000) per Policy Year, per Insured Person.

Expenses itemised below if the Insured Person suffers accidental bodily Injury, Sickness or death during the Period of Insurance:

1. Emergency medical, surgical or hospital treatment (Up to semi-private room accommodation);
2. Charges for licensed ground or air ambulance transportation to the nearest Hospital, or from one Hospital to another or from a Hospital to the Insured Person's residence. Air ambulance is eligible under this provision only when the emergent situation indicates that a ground ambulance cannot reach the scene easily, quickly or the terrain makes air transportation the most practical and was Medically Necessary;
3. Emergency dental treatment for the immediate relief of pain only up to a limit of two hundred pounds (£200);
4. Costs of burial or cremation in the country abroad where the Insured Person's death occurred up to a limit of two thousand and five hundred pounds (£2,500) plus the cost of conveying the ashes to the Insured Person's Home Country address;
5. Costs of transporting the Insured Person's body to their Home Country address;
6. Reasonable additional charges for accommodation of a similar standard to the accommodation which was enjoyed for the duration of the journey or trip if available if it is Medically Necessary for the Insured Person to stay beyond the intended return date and travel expenses which the Insured Person has to pay to get back to their Home Country address if they cannot use their return ticket\*. Proof of accommodation (including receipts issued by a commercial facility) in which the Insured Person was residing for the duration of their journey or trip must be provided in order for additional charges to be considered.

Expenses incurred in the repatriation of the Insured Person to their Home Country address if it is Medically Necessary following accidental bodily Injury or Sickness during the Period of Insurance\*.

*\* Including the reasonable travel and accommodation expenses of any one relative or friend who is required on medical advice to travel to, remain with or accompany the Insured Person.*

**In respect of Item one (1), two (2) and three (3) above** we shall only pay for costs incurred while the Insured Person is abroad during the Period of Insurance unless their homeward journey cannot be completed before the expiry of the Period of Insurance, in which case the Extension of Period of Insurance clause automatically applies.

### Conditions

**Pre-Authorization:** In the case of an Emergency it is required that the Insured Person contact MSH INTERNATIONAL (CANADA) LTD. or the Medical Assistance Provider within seventy-two (72) hours of the Emergency occurring.

In the event of bodily Injury or Sickness to the Insured Person, the Insurers reserve the right to:

- Repatriate the Insured Person when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to travel;
- Avoid further liability in the event that the Insured Person refuses repatriation when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to travel;



- Transfer the Insured Person to the Hospital, clinic or location of MSH INTERNATIONAL (CANADA) LTD.'s or the Medical Assistance Provider's choice when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to be transferred.

### SECTION C - HOSPITAL INCONVENIENCE EXPENSES

If the Insured Person is admitted as an In-patient to a Hospital licensed for surgery abroad due to Accidental bodily Injury or Sickness sustained during the Period of Insurance an amount for Incidental Expenses will be paid in addition to any Medical Expenses covered under Section B.

We will pay an amount of twenty pounds (£20) for every complete twenty-four (24) hour period you are hospitalized. The total amount payable in respect of each Insured Person is three hundred pounds (£300) per Policy Year.

### SECTION D – UNUSED COURSE FEES

Proportionate refund of the Insured Persons unused Course Fees that the Insured Person has paid or agreed to pay prior to any occurrence giving rise to a claim and the Insured Person cannot recover from any other source in the event of unavoidable cancellation or abandonment of the journey or trip where it is Medically Necessary as a result of any of the following occurring after the date of issue of this insurance or after the start of the journey or trip:

1. a) The accidental bodily Injury to or Sickness or quarantine or death\*:
  - Of the Insured Person
  - Of the Insured Person's travelling companion
  - Of any person with whom the Insured Person has arranged to stay.
- b) The accidental bodily Injury to or Sickness or death\*:
  - Of any close relative residing in the Insured Person's Home Country
  - Of any Immediate Family Member of the Insured Person residing elsewhere in the World
  - Of the Insured Person's Common-Law Spouse  
of any Insured Person under this policy.

**All claims resulting from accidental bodily Injury, Sickness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.**

2. The Insured Person or their travelling companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of Insurance in respect of one (1.) above.
3. The Insured Person or their spouse being made redundant and certified as being such by the Employment Service in respect of one (1.) above.
4. a) The Insured Person's Home Country address becoming uninhabitable following fire, storm or flood\*;  
b) The Insured Person's presence being required by the police following burglary at the Insured Person's Home Country address or place of business.

The total amount payable in respect of each Insured Person is up to two thousand five hundred pounds (£2,500) per Policy Year.

**SECTION E – PERSONAL ACCIDENT**

Bodily Injury suffered by the Insured Person during the Period of Insurance caused by Accident resulting solely and independently of other causes in death or disablement. The Benefits shown below will be paid to the Insured Person or the Insured Person's Legal Personal Representative.

1	<b>Death</b>	Fifteen thousand pounds (£15,000)
2	<b>Loss of Limbs</b> (one or more limbs) and/or total loss of sight in one or both eyes	
3	<b>Permanent Total Disablement</b> after one hundred and four (104) weeks except when compensation is paid under No. two (2) above.	

**Conditions**

1. Death or disablement must occur within one (1) year of the bodily Injury.
2. Benefit shall not be payable under more than one item and any such payment shall end this section of the policy in respect of the Insured Person concerned.

**SECTION F – BAGGAGE AND LOSS OF TRAVEL DOCUMENTS**

1. Loss of or damage during the Period of Insurance:
  - (i) to personal effects (worn or carried as baggage);
  - (ii) to personal baggage whilst in transit in the Insured Person's custody and control
2. If the Insured Person's baggage is temporarily lost in transit on any leg of the outward journey from their Country of Residence and not restored to the Insured Person within twelve (12) hours the Insurers will pay the Insured Person twenty pounds (£20) for each full twelve (12) hours this is not restored to them for the Emergency purchase of essential replacement items, and supported by receipts in any one Period of Insurance. The Insured Person must obtain written confirmation from the Carrier of the number of hours delay. If the baggage proves to be permanently lost the overall baggage sum insured shall apply.
3. If the Insured Person's travel documents are lost or stolen during the Period of Insurance the Insurers will pay for additional travel and accommodation expenses necessarily incurred to obtain replacement travel documents whilst on their trip.

**Limit of Amount Payable**

The total amount payable in respect of each Insured Person is up to the amount stated in the Schedule of Benefits section and within which the maximum sums insured stated shall apply in respect of any single article, pair or set of articles and/or overall in respect of valuables.

**Conditions**

1. The Insured Person must, at all times, take reasonable precautions to ensure the safety and supervision of their property. If it is lost or damaged while in the care of a transport company, authority or hotel they must report to them, in writing, details of the loss or damage and obtain written confirmation.  
If baggage is lost or damaged by an airline the Insured Person must:
  - a) obtain a Property Irregularity Report (PIR)
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (and retain a copy)
  - c) keep all travel tickets and tags for submission if a claim is to be made under this policy.
2. Reasonable precautions must, at all times, be taken to ensure the safety and supervision of the Insured Person's baggage and the Insured Person should take all practicable steps to recover any property that is lost or stolen.

NOTE This policy provides cover up to the market value of the item, allowing for age, the wear and tear and does not provide cover on a 'new for old' basis.

## **SECTION G – PERSONAL MONEY BENEFITS**

Loss of personal money during the Period of Insurance.

### **Limit of Amount Payable**

The total amount payable in respect of each Insured Person is up to the amount stated in the Schedule of Benefits section and within which the maximum sum stated payable for cash or banknotes.

### **Conditions**

Reasonable precautions must, at all times, be taken to ensure the safety and supervision of the Insured Person's personal money and the Insured Person should take all practicable steps to recover personal money lost or stolen.

## **SECTION H – PERSONAL LIABILITY**

All sums which the Insured Person becomes personally legally liable to pay in the event of:

1. Death or bodily Injury of any person
2. Loss of or damage to property arising from an Accident occurring during the Period of Insurance.

### **Limit of Amount Payable**

The total amount payable for all claims made against the Insured Person arising from any one occurrence is the amount stated in the Schedule of Benefits section. The Insurers will also pay any extra costs and expenses awarded against the Insured Person or incurred by the Insured Person with the Insurers written consent.

### **Conditions**

It is warranted that no liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured Person without the Insurers written consent. The Insurers shall be entitled, if the Insurers so desire, to take over and conduct (in the Insured Person's name) their defence of any claim or to prosecute for their own benefit any claims for compensation, damages or otherwise against any third party. The Insurers shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims. You shall, wherever possible, give all such information and assistance as the Insurers require.

## **SECTION I – DELAYED DEPARTURE**

Delay in departure of the ship or aircraft in which the Insured Person is booked to travel departing from or returning to the Insured Person's Home Country. We will:

1. Pay the sum of twenty pounds (£20) for the first full twelve (12) hours of delay and ten (£10) for each subsequent full twelve (12) hours of delay subject to a maximum payment of one hundred and fifty pounds (£150) in all per Insured Person if the Insured Person is delayed in departing from their Home Country on their outward journey or if delay occurs at the point of departure on the initial leg of their return journey to the Insured Person's Home Country or
2. Refund non-recoverable deposits and other pre-paid trip charges up to the maximum amount stated in the Schedule of Benefits section in respect of each Insured Person if after twenty-four (24) hours delayed departure of the outward journey from the Insured Person's Home Country the Insured Person chooses to cancel the trip.

The period of delay will be calculated from the date and time of departure of the ship or aircraft from the International Port or International Airport specified in the Insured Person's itinerary. The

Insured Person must check in according to such itinerary and obtain written confirmation from the Carrier or their handling agents stating the actual date and time of departure and reason for such delay.

## CLAIMS PROCEDURES APPLICABLE TO MEDICAL BENEFITS

The Insurers will pay Benefits provided that:

- Written details of all claims (including supporting documents) must be received by the claims administrator as soon as possible and in any event not later than ninety (90) days from the beginning of the treatment;
- All documentation relating to the claim including the claim form and accounts must be provided. Copies of original documents will be accepted\*. The original documents of the copies initially submitted must be retained by the Insured Person for a period of twenty-four (24) months from the date the claim was incurred during which time MSH INTERNATIONAL (CANADA) LTD. may request these documents to validate any claim at any time. The original documents must be received within thirty (30) days of the date of request. In the event the original copy cannot be produced, the Insured Person will be responsible for any claim payments made in regards to that receipt. The claim payment reimbursement made by the Insured Person must be received within sixty (60) days of the date of request. Additionally, Insured Persons who fail to provide copies of original documents to MSH INTERNATIONAL (CANADA) LTD. when requested will be required to submit original documents for all future claims submissions.
- The required premiums have been paid relative to the Insured Person making the claim.

\*Invoices received directly from a provider will be considered to be an original document including but not limited to facsimiles, scans, PDF documents, direct portal submissions or digital copies.

It is understood that:

- The Insurers can ask for medical information from any Physician or Surgeon as often as required and if necessary examine the Insured Person;
- The Insurers shall be notified of any circumstances that may lead to a claim against a third party or any other insurance.

### All pertinent information shall be sent to:

#### NORTH & SOUTH AMERICA

MSH INTERNATIONAL  
300, 999 – 8<sup>th</sup> Street S.W.  
Calgary AB, T2R 1N7  
CANADA

#### EUROPE

MSH INTERNATIONAL  
82 rue Villeneuve  
92587 Clichy cedex  
FRANCE

#### MIDDLE EAST & AFRICA

MSH INTERNATIONAL  
DIFC, Liberty House  
Office 304  
PO Box 506537  
Dubai  
UNITED ARAB EMIRATES

#### ASIA

MSH INTERNATIONAL  
East Unit, 5th Floor  
North Tower, Building 9  
Lujiazui Software Park  
No. 20, Lane 91  
E Shan Road, Pudong  
Shanghai P. R. CHINA 200127

### Worldwide Contact Information

MSH INTERNATIONAL – call collect +403-538-2364

For all general claims inquiries, please email at [claimsamerica@msh-intl.com](mailto:claimsamerica@msh-intl.com)

For Emergency and claims over \$5,000 please email at [precert@msh-intl.com](mailto:precert@msh-intl.com)

### For those within the UK

MSH INTERNATIONAL – +44 (0)-800-014-8411

For all general claims inquiries, please email at [claimsamerica@msh-intl.com](mailto:claimsamerica@msh-intl.com)

For Emergency and claims over \$5,000 please email at [precert@msh-intl.com](mailto:precert@msh-intl.com)

## CLAIMS CONDITIONS

- The Insured Person must notify insurers in writing as soon as possible after any bodily Injury, Sickness, incident or unemployment or on the discovery of any loss or damage which may give rise to a claim under this policy. The Insured Person must also inform the Insurers if they are aware of any writ summons or impending prosecution. Every communication relating to a claim must be sent the Insurers without delay;
- The Insured Person, or any person acting for them, must not negotiate, admit or repudiate any claim without the Insurers written consent;
- The Insured Person or the legal representative of the Insured Person must supply at their own expense information, evidence, details of household insurances and medical certificates required by Insurers;

## CURRENCY FLUCTUATION

The exchange rates used to reimburse claims is determined based on the average of the monthly exchange rate in effect at the time of reimbursement. These charges are then reconciled on an annual basis and charged directly to MSH at the beginning of January. This amount will be billed to the Insurer as part of the claim fees charged by MSH to account for currency losses that may result from the exchange rate calculation process for claim payment.

## 24 HOUR WORLDWIDE EMERGENCY MEDICAL SERVICE

The cost of the Medical Emergency Service will be met under this insurance. The operation and availability of the service will be governed by the terms, conditions and exclusions in this policy and will be operated by the Medical Assistance Provider (as defined by this policy).

An experienced Assistance Coordinator will deal with the Insured Person's enquiry and will then ensure:

- Where necessary Hospitals are contacted;
- Necessary medical fees are guaranteed;
- Medical advisers are consulted;
- Where Medically Necessary in the opinion of our medical advisers make arrangements for repatriation to the Insured Person's Home Country and the best method of transportation to be adopted.

## Conditions

**Pre-Authorization:** In the case of an Emergency it is required that the Insured Person contact MSH INTERNATIONAL (CANADA) LTD. or the Medical Assistance Provider within seventy-two (72) hours of the Emergency occurring.

In the event of bodily Injury or Sickness to the Insured Person, the Insurers reserve the right to:

- Repatriate the Insured Person when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to travel;
- Avoid further liability in the event that the Insured Person refuses repatriation when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to travel;
- Transfer the Insured Person to the Hospital, clinic or location of the Insurers choice when, in the opinion of the treating Physician and the Medical Assistance Provider, the Insured Person is fit to be transferred.

This is not a general health insurance. It only covers the Insured Person in the event of any sudden and unexpected Accident or the onset of a Sickness and does not cover ELECTIVE (non-Emergency) treatment or treatments required as a result of a pre-existing condition.

The Insurers will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available. The Insurers reserve the right to organize a transfer from a private medical facility to a public medical facility where appropriate. If treatment becomes Medically Necessary for which reimbursement will be sought, the Insurers or MSH INTERNATIONAL may require unrestricted access to the Insured Person's medical records and information.

## GENERAL PROVISIONS AND LIMITATIONS

**Arbitration:** Any differences with respect to medical opinion will be settled between two (2) medical experts appointed by the two (2) parties. This dispute resolution will be in writing. Any differences of opinion between the two (2) medical experts shall be referred to an umpire who shall have been appointed in writing at the outset by the two (2) medical experts.

**Examination of Records:** The Insurer shall be permitted to examine the policyholder's records relating to this policy at any reasonable time, and from time to time, until two years after expiration of this policy or until final adjustment and settlement of all claims hereunder, whichever is later.

**Grace Period:** A grace period of thirty one (31) days will be granted for the payment of premiums accruing after the first premium, during which grace period the policy shall continue in force, but the policyholder shall be liable to the Insurer for the payment of the premium accruing for the period the policy continues in force.

**Misrepresentation and Fraud:** All Benefits under the policy shall be voidable if the Insurer determines, whether before or after the loss, the Policyholder or Insured Person has concealed or misrepresented any material fact or circumstance concerning the policy or his / her interest therein, or in the case of fraud or false swearing by the Policyholder or Insured Person or if the Policyholder refuses to disclose information or permit the use of such information, pertaining to any of the Insured Persons under the policy. Where a Policyholder or Insured Person makes a material misrepresentation on the signed application form or enrolment form, this will be a breach of the duty of fair representation. In the event of a breach by the Policyholder the Insurer's liability will be suspended. Liability may be restored if the breach is remedied. In the event that the breach is not remedied or cannot be remedied, the Insurer's liability will remain suspended. Where the breach is remedied before a loss, the Insurer will pay the claim, if eligible and according to the terms of this policy. Where the loss occurs after a breach but before the remedy, the Insurer will not be liable for that loss and the Insured Person shall be solely responsible for all expenses relating to their claim, including Emergency Medical Evacuation costs.

Where an Insured Person wilfully makes a false statement in respect of a claim under this policy, the claim by the Insured Person will be invalid and the rights of the Insured Person to recover indemnity is forfeited and the Insured Person will be terminated from the plan at the time of the fraudulent act.

**Non-disclosure and Misrepresentation by the Insurer:** If the Insurer fails to disclose or misrepresents a fact material to the insurance, the policy is voidable by the Policyholder, but in the absence of fraud the policy is not by reason of the failure or misrepresentation voidable after the policy has been in effect for two (2) years.

**Payment of Benefits:** The claims administrator will, on behalf of the Insurers, make payment to the Insured Person or legal representative or directly to the provider of treatment or services. Payment will be made in the currency selected by the Insured Person, subject to availability.

**Pre-Authorization:** It is recommended that Insured Persons obtain pre-authorization from MSH INTERNATIONAL (CANADA) LTD. or the Medical Assistance Provider for pre-authorization of

scheduled services. These requests should be submitted at least ten (10) days prior to the anticipated service date to avoid delays.

In the case of an Emergency it is required that the Insured Person contact MSH INTERNATIONAL (CANADA) LTD. or the Medical Assistance Provider within seventy-two (72) hours of the Emergency occurring.

**Subrogation:** If an Insured Person suffers a loss covered under this policy, the Insurers are granted the right from the Insured Person to take action to enforce all the rights, powers, privileges and remedies of the Insured Person, to the extent of Benefits paid under this policy, against any person or organisation which caused such loss. Additionally, if no fault Benefits or other collateral sources of payment of expenses are available to the Insured Person, regardless of fault, the Insurers are granted the right to make a demand for, and recover those Benefits. If the Insurers institute an action, the Insurers may do so at their own expense, in the Insured Person's name, and the Insured Person will attend at the place of loss to assist in the action. If the Insured Person institutes a demand or action for a covered loss he or she shall immediately notify the Insurer so that it may safeguard its' rights. The Insured Person shall take no action after a loss that will impair the rights of the Insurers.



## STATUTORY CONDITIONS

### 1. 1. The Policy

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

### 2. Waiver

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

### 3. Copy of Application

The insurer shall, upon request, furnish to the insured or to a claimant under the policy a copy of the application.

### 2. Material Facts

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

### 3. Changes in Occupation

1. If after the policy is issued the Insured Person engages for compensation in an occupation that is classified by the Insurer as more hazardous than that stated in this policy, the liability under this policy is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
2. If the person insured changes his occupation from that stated in this policy to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
  - a) reduce the premium rate; or
  - b) issue a policy for the unexpired term of this policy at the lower rate of premium applicable to the less hazardous occupation, according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this policy exceeds the premium at the lower rate for the unexpired term.

### 4. Termination by Policyholder

Please refer to the Termination of Policy section of this policy.

### 5. Termination by Insurer

Please refer to the Termination of Policy section of this policy.

**6. 1. Notice and Proof of Claim**

The policyholder or an Insured Person, 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 the number of days allowed, as indicated within this policy, from the date a claim arises under the policy on account of an Accident, Sickness or Disability;

- b) within the number of days allowed, as indicated within this policy, from the date a claim arises under the policy on account of an Accident, Sickness or Disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the Sickness or Disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; 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 policy and as to the duration of such Disability.

**2. Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed by this policy does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the Accident or the date a claim arises under the policy on account of Sickness or Disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

**7. Insurer to Furnish Forms for Proof of Claim**

The Insurer shall furnish forms for proof of claim within fifteen (15) days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his 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.

**8. Rights of Examination**

As a condition precedent to recovery of insurance moneys under this policy,

- a) the claimant shall afford to the insurer an opportunity to examine them when and so often as it reasonably requires while the claim hereunder 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.

**9. When Money Payable Other Than for Loss of Time**

All money payable under this policy, other than benefits for loss of time, shall be paid by the insurer within sixty (60) days after it has received proof of claim.

LSW1540

## SEVERAL LIABILITY CLAUSE

The liability of an insurer under this policy is several and not joint with other insurers party to this policy. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this policy.

The proportion of liability under this policy underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members.

A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this policy.

The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this certificate" in the singular, where the circumstances so require this should be read as a reference to policies in the plural.

## COMPLAINT PROTOCOL

The Insurers care about the service that the Insurers provide for their customers the Insurers make every effort to maintain the highest possible standards. Although the Insurers set themselves high standards, if the Insurers do not meet the Insured Person's expectations and they are dissatisfied in some way, the Insurers would like to know. If they follow the guidelines below, the Insured Person's complaint will be dealt with in the most efficient way possible.

Any enquiry or complaint should be addressed in the first instance to:

General Manager, Insurance Consultants International Ltd  
Crow Hill Drive, Mansfield, Notts NG19 7AE ENGLAND  
Telephone: +44 (0)1623 631331 Email: [complaints@finsconint.com](mailto:complaints@finsconint.com)

If the Insured Person is not satisfied with the way a complaint has been dealt with they may ask the Policyholder & Market Assistance department at Lloyd's to review the Insured Person's case without prejudice to the Insured Person's rights in law. The address is:

Policyholder & Market Assistance, Market Services, Lloyd's  
One Lime Street, London EC3M 7HA ENGLAND Telephone: +44 (0)20 7327 5693  
Fax : +44 (0)20 7327 5225 E-mail : [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)

Complaints that cannot be resolved by the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to the Insured Person's right to take legal proceedings.

### **FINANCIAL SERVICES COMPENSATION SCHEME**

"Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to the Insured Person under this contract. If the Insured Person the Insurers entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (Beaufort House, 15 St Botolph Street, London, EC3A 7QU, England) and on the website ([www.fscs.org.uk](http://www.fscs.org.uk)).

### **JURISDICTION CLATHE INSURERSE**

United Kingdom law allows the parties to choose the law applicable to the contract. The contract will be subject to English law unless otherwise agreed.

This Insurance is administered by Insurance Consultants International Ltd who are authorized and regulated by the Financial Conduct Authority and whose FCA registered number is 307945 This can be checked on the financial services register held on the FCA's the website ([www.fca.org.uk](http://www.fca.org.uk)).

This insurance is underwritten by the Association of Underwriters known as Lloyd's.