

# guard.me<sup>®</sup>

## K-12 PLUS

### TRAVEL MEDICAL INSURANCE POLICY

#### IMPORTANT NOTICE

Take the time to read Your policy and know Your coverage. Your coverage is subject to certain limitations, conditions and exclusions. Pay special attention to capitalized words. They have a specific meaning which is explained in the Definitions section of this policy on page 9.

This policy is secondary to all other sources of coverage (page 9). Any benefits payable under this policy are in excess of any other coverage you may have with any government health insurance plan, other insurance company or any other source of recovery.

Benefit amounts described in the Policy are for a 365-day period except for the Psychiatric Hospitalization benefit (A6) and the Psychiatrist Fees benefit (A7) which have a lifetime maximum. Regardless of the number of policies You purchase in a 365-day period, benefit amounts do not renew until 365-days have elapsed from the Effective Date of the original policy purchased and on the anniversary date every year thereafter.

A Pre-Existing Condition exclusion applies to Medical Conditions that existed prior to Your Coverage Period (page 1). Be sure to check the Pre-Existing Condition exclusion (page 6) to see if it applies to You. In the event of a Sickness, prior medical history will be reviewed when a claim is reported.

You are required to notify the Administrator prior to Treatment as described on page 11. Benefits are limited if You do not contact the Administrator within the specified time period.

#### RIGHT TO EXAMINE

You may cancel this policy within 10 days of purchase for a full refund provided You have not departed from Your Home Country and there is no claim in process. For refunds beyond 10 days, please see Refund of Premium on page 8.

#### ELIGIBILITY REQUIREMENTS

In order to be eligible for coverage You must:

- be under 20 years of age; and
- be travelling outside Your Home Country; and
- be a student in a non-post secondary educational institution; and
- be covered under a Canadian provincial government health insurance plan (GHIP) or similar coverage; and
- not have had coverage terminated by an insurer under any other policy; and
- not have a Medical Condition for which a Physician has advised against travel; and
- not have been diagnosed with a terminal sickness prior to coming to Canada.

If You do not meet the eligibility requirements listed above, Your insurance is void and the Company's liability is limited to a refund of the premium paid.

#### COVERAGE PERIOD

##### Effective Date – When Coverage Begins

Coverage under this policy begins on the later of:

- the date and time the required premium is paid; or
- the date You request as the start date on Your application; or
- the date You leave Your Home Country;

##### When Coverage Ends

Your coverage ends on the later of:

- the Termination Date as shown on Your application; or
  - the Termination Date of any policy extensions; or
  - the date You return to Your Home Country, unless coverage is allowed based on the specific terms for Coverage for Excursions Outside Canada.
- Coverage cannot be extended beyond 365 days.

#### Coverage for Excursions Outside Canada

This policy provides coverage for expenses You incur in Canada. The Emergency Medical Benefits section of this policy is extended to include the Emergency medical expenses You incur during any excursions outside of Canada during Your Coverage Period provided:

- the excursion begins in Canada; and
- more than 50% of Your Coverage Period is spent in Canada; and
- the maximum duration of any excursion to the United States is 30 days.

There is no coverage for expenses incurred in Your Home Country unless the trip to the Home Country is expressly undertaken to participate in a school-organized sporting or extra curricular event.

#### SCHEDULE OF MAXIMUM BENEFITS

BENEFIT SECTIONS		BENEFIT AMOUNT
<b>A.</b>	<b>EMERGENCY MEDICAL BENEFITS</b>	
1.	Hospital Services	Included
2.	Physician Fees	Included
3.	Laboratory & Diagnostic Testing	Included
4.	Private Duty Nursing	\$20,000
5.	Prescription Medication	60-day supply
6.	Psychiatric Hospitalization	\$60,000 Lifetime Maximum
7.	Psychiatrist Fees	\$60,000 Lifetime Maximum
8.	Ground Ambulance Transportation	Included*
9.	Air Transportation	\$300,000
10.	Pregnancy	\$25,000
11.	Medical Equipment & Supplies	Included*
12.	Family Transportation and Subsistence Allowance	\$6,500
13.	Repatriation of Remains	\$20,000
14.	Burial at Host Country	\$20,000
15.	Dental Injury	\$4,000*
16.	Emergency Dental Care	\$1,000
<b>B.</b>	<b>NON-EMERGENCY MEDICAL BENEFITS</b>	
1.	Paramedical	\$1,000
2.	Psychotherapy	\$10,000
3.	Immunizations	\$150
4.	Annual Physician Visit	\$150
5.	Annual Eye Exam	\$100
6.	Wart Treatment	\$750
7.	Diabetic or Asthma Supplies	\$500
8.	Non-Emergent Care	\$5,000
9.	Medical Consultations	\$200
10.	Social Worker	\$500
11.	STD-STI Testing	\$100
12.	Substance Abuse Counselling	\$200/session & 3 Sessions
13.	Private Tutor	\$2,000
14.	AccessAbility	\$2,500
<b>C.</b>	<b>ACCIDENTAL DEATH &amp; DISMEMBERMENT BENEFITS</b>	
1.	Personal Accident	\$50,000
2.	Common Carrier Accident	\$100,000
3.	Trauma Counselling	10 Sessions

The overall limit of this policy is \$2,000,000

\* - additional sublimits apply

All benefits reset every 365 days except for Psychiatric Hospitalization (A6) and Psychiatrist Fees (A7) which are lifetime limits.

## A. EMERGENCY MEDICAL BENEFITS

### When It Applies

If You experience a medical Emergency during Your Coverage Period.

### What We Cover and What We Pay

You are covered for the Reasonable and Customary charges not otherwise covered by any Canadian federal or provincial government health insurance plan (GHIP) or similar coverage to treat an Emergency Sickness or Injury up to the benefit amount shown in the Schedule of Maximum Benefits subject to the overall policy limit of \$2,000,000 for the eligible Emergency medical expenses listed below. Certain sections have a specified benefit limit as described.

- Hospital services:** charges for Treatment provided on an Emergency inpatient or outpatient basis as follows:
  - Hospital room and board charges up to the semi-private room rate (private room where medically required); and
  - drugs administered while confined to a Hospital; and
  - any other services or supplies;
  - Any surgical procedure requires prior approval from the Administrator.
- Physician fees:** charges made by a Physician for professional services or Treatment including all Medically Necessary follow up care until the initial Emergency has resolved and the condition has stabilized.
- Laboratory & diagnostic testing:** charges for technical and interpretive services.
  - Any major diagnostic procedure requires prior written approval from the Administrator including but not limited to computerized axial tomography (CAT scan), magnetic resonance imaging (MRI), cardiac catheterizations, scopes, etc.
- Private duty nursing:** when ordered by the attending Physician, charges made by a registered nurse, registered nurse assistant or home care worker up to a maximum of \$20,000. Services performed by You, a Family Member (even if a registered nurse, registered nurse assistant or home care worker) or someone who normally resides with You are not covered.
- Prescription medication:** when prescribed by a Physician and dispensed by a licensed pharmacist to Treat any Emergency Medical Condition or Injury. Medication is limited to a 60-day supply of any one type unless prescribed while a Hospital inpatient.
- Psychiatric hospitalization:** if You are admitted to Hospital for suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric Treatment, We will pay up to a Lifetime Maximum aggregate limit of \$60,000 for medical and/or psychiatric Treatment received while You are in Hospital resulting from one or more of these causes.
- Psychiatrist fees:** charges separately billed by a Psychiatrist for inpatient services up to a Lifetime Maximum of \$60,000.
- Ground ambulance transportation:** charges for transportation by licensed ambulance service to the nearest Hospital, including transfers between Hospitals when ordered by the attending Physician. If a local taxi/commercial car service is required to get You to and from a Hospital, medical clinic or pharmacy for eligible Treatment We will reimburse You up to a maximum of \$200.
- Air transportation:** charges in response to an Emergency Sickness or Injury to transport You to the nearest or most appropriate Hospital up to a maximum of \$300,000 as follows:
  - the extra cost of a one-way fare on a commercial airline; or
  - the cost to accommodate a stretcher to transport You on a commercial airline if a stretcher is Medically Necessary plus the cost of a round-trip fare, reasonable meal and overnight accommodation expenses and professional fees for the services of a qualified medical attendant (other than a Family Member) to accompany You, when an attendant is Medically Necessary or required by the airline; or
  - the cost for air ambulance transportation when Medically Necessary.
  - Land ambulance costs at each end of the flight or connecting flights are included if Medically Necessary.
  - The attending Physician must certify that You are medically fit for the type of transfer selected.
  - This benefit requires prior approval from the Administrator.
- Pregnancy** – charges for pre-natal, childbirth and newborn care (up to 15 days) are covered to a combined maximum of \$25,000.
  - Pregnancy must commence after the Effective Date of this Policy.
  - This Policy must be in effect for the entire term of the pregnancy.
  - This benefit is limited to a maximum of 1 pregnancy per year.

- Medical equipment and supplies:** if required as a result of a covered Sickness or Injury, charges for medical supplies such as dressings and prosthetic appliances and including rental charges for wheelchairs, crutches, Hospital type beds or other appliances not to exceed the purchase price. The following limits apply:
  - Prescription glasses or contact lenses - \$500;
  - Hearing aids - \$500;
  - Custom orthotics - \$500;
  - Custom leg or knee braces - \$1,000.
- Family transportation and subsistence allowance:** if You are Hospitalized outside Your Home Country and Your Hospitalization is expected to last a minimum of 7 days and You have no Family Members within 500 kilometers of Your location or in the event of Your death, We will pay up to \$5,000 in total towards the cost of round-trip transportation based on the lowest available fare for the most direct route for two persons nominated by You to travel to Your bedside. We will also pay up to \$1,500 for commercial accommodation and meals for a maximum period of 10 days for these two persons.
  - The attending Physician must certify that the situation warrants the bedside visit.
- Repatriation of remains:** if You die, We will pay the Reasonable and Customary costs for the preparation and return of Your remains or ashes back to Your Home Country in a standard shipping container, up to a maximum of \$20,000. If You select this benefit, You cannot select benefit A14 – Burial at host country.
  - Expenses incurred in the Home Country are not covered.
  - Expenses related to special traditional funeral rituals or ceremonies are not covered.
  - This benefit requires prior written approval from the Administrator.
  - The Exclusions on page 6 do not apply to this benefit.
- Burial at host country:** if You die, We will pay the costs for the cremation or burial of Your remains at the location where death occurs, including a cemetery plot and casket, up to a maximum of \$20,000. If You select this benefit, You cannot select benefit A13 – Repatriation of remains.
  - Expenses related to special traditional funeral rituals or ceremonies are not covered.
  - Expenses related to headstones are not covered.
  - This benefit requires prior written approval from the Administrator.
  - The Exclusions on page 6 do not apply to this benefit.
- Dental Injury:** charges made by a licensed Dentist or dental surgeon for Emergency Treatment to repair or replace previously sound natural or permanently attached artificial teeth as the result of an Injury caused by an Accidental blow to the head or mouth up to a maximum of \$4,000. Charges to repair bridges and denture plates are limited to \$500.
  - All Treatment must take place within 90 days of the Accident.
  - Expenses incurred as a result of chewing Accidents or Injuries due to placing an object to or in the mouth are not covered.
  - This benefit requires prior written approval from the Administrator.
- Emergency dental care:** charges made by a licensed Dentist or dental surgeon for Emergency Treatment for the immediate relief of pain and suffering, including root canals up to a maximum of \$1,000. Charges related to wisdom teeth extractions are limited to \$100 per tooth.

### Limitation for Emergency Medical Benefits

With respect to the Emergency coverages above, We reserve the right to request Your return to Your Home Country before any Treatment or following Emergency Treatment for Sickness or Injury, if the medical evidence obtained from Our medical advisor and Your local attending Physician confirms You are able to return without endangering Your life or health. If You elect not to return to Your Home Country following Our recommendation to do so, We will not pay for any further expenses related directly or indirectly to the condition for which You are being Treated.

## B. NON-EMERGENCY BENEFITS

### When It Applies

If You incur non-emergent medical expenses during Your Coverage Period.

### What We Cover and What We Pay

You are covered for the Reasonable and Customary charges not otherwise covered by any Canadian federal or provincial government health insurance plan (GHIP) or similar coverage up to the benefit amount shown in the Schedule of Maximum Benefits for the eligible expenses listed below:

- Paramedical fees:** charges made by a chiropractor, osteopath, naturopath, acupuncturist, chiropodist, podiatrist, physiotherapist, speech therapist, massage therapist, occupational therapist up to a maximum of \$1,000 per provider. The paramedical provider must be licensed to practice in the place where services are performed. Services performed by You, a Family Member or someone who normally resides with You are not covered.
- Psychotherapy:** charges for outpatient mental health care including psychiatric and psychological counselling by a licensed practitioner up to a maximum of \$10,000.

3. **Immunizations:** if required by Your course of studies, charges for immunizations, including tuberculosis (TB) testing, are covered to a maximum of \$150.
4. **Annual physician visit:** charges for one visit to a Physician in Canada for a non-emergency exam and associated tests are covered to a maximum of \$150.
5. **Annual eye exam:** charges for one eye exam performed in Canada by a licensed optometrist are covered to a maximum of \$100. Note: the cost of glasses or contact lenses is NOT covered.
6. **Wart treatment:** charges for Treatment of any type of warts up to a maximum of \$750.
7. **Diabetic or asthma supplies:** charges for
  - a. Diabetic supplies including syringes, test strips and insulin are covered to a maximum of \$500; or
  - b. Asthma supplies required for the treatment of asthma are covered to a maximum of \$500.
8. **Non-Emergent Care:** charges for on-going maintenance therapy of an existing or chronic medical condition to a maximum of \$5,000.
  - This benefit is not applicable to any surgeries or medical procedures.
  - This benefit only applies to medical conditions not otherwise covered elsewhere in this policy.
9. **Medical consultations:** charges for consultations with a licensed Physician or other appropriate licensed practitioner related to birth control medication, the "morning after pill", attention deficit hyperactive disorder (ADHD) or acne care up to a maximum of \$200 for the initial consultation related to each of these conditions.
  - This benefit does not include the cost of any medication regardless of whether a prescription is required.
10. **Social worker:** charges for outpatient consultations with a licensed social worker up to a maximum of \$500. Services performed by You, a Family Member or someone who normally resides with You are not covered.
11. **STD-STI testing:** charges for elective consultation, screening or testing for sexually transmitted diseases or sexually transmitted infections performed in Canada are covered to a maximum of \$100.
12. **Substance abuse counselling:** charges up to \$200 per session for up to 3 counselling sessions related to alcohol or drug dependency provided by a qualified licensed practitioner. This benefit does not include admission into any treatment program beyond the 3 counselling sessions. Services performed by You, a Family Member or someone who normally resides with You are not covered.
13. **Private tutor:** If You are confined to a Hospital, rehabilitation facility or Your home within 100 days of, and as a result of, a covered Sickness or Injury, and the confinement continues for at least 30 consecutive school days, We will pay, from the first day of confinement, the actual expenses incurred for the private tutorial service of a qualified teacher to a maximum of \$20 per hour and \$2,000 in total.
14. **AccessAbility – Corrective Device defect, malfunction and theft protection:** If a Corrective Device required by You is stolen and not recovered, or suffers a malfunction or defect which becomes apparent while You are covered under this policy and which renders Your required Corrective Device unusable, We will pay up to a maximum of \$2,500 to replace or repair Your Corrective Device. We do not pay for defects or malfunctions which are covered by the manufacturer's warranty.
  - This benefit requires prior written approval from the Administrator.

"Loss of Member" means severance of hand or foot at or above the wrist or ankle joint respectively or complete irreversible paralysis.  
 "Loss of Sight" must be complete and irrecoverable.

EXPOSURE AND DISAPPEARANCE - If You are not found within a year after:

- a. the disappearance, sinking or wrecking of Your means of travel; or
- b. the building which You are in gets destroyed;

then We will assume that You died from an Injury due to an Accident and the loss of life benefit will apply.

If You are exposed to the elements due to an Accident and You become Injured due to that exposure, this benefit will apply.

If more than one loss results from any one Accident, We will only pay the one largest benefit as listed above. No benefit is payable for a loss which is not shown above.

2. **Common carrier:** If You die as a result of an Injury caused while riding as a fare paying passenger on:
  - a. any form of public transportation; or
  - b. on a scheduled flight on an airplane or helicopter
 The loss of life benefit will be \$100,000.

With respect to benefits 1 and 2 in this section, the Company's maximum liability under any guard.me policy with respect to any one incident is limited to \$1,250,000 in the aggregate, which will be shared proportionately among all claimants entitled to claim.

3. **Trauma counselling:** If You suffer a covered loss listed in the Schedule of Losses (other than loss of life) within 90 days from the date of an Accident which occurred during the Coverage Period, We will pay up to 10 sessions of trauma counselling.

## EXCLUSIONS

We will not pay for any expenses, resulting directly or indirectly from:

1. a Pre-Existing Condition that was not Stable in the 90 days immediately before Your Effective Date. This exclusion does not apply to the Non-Emergency Benefits (Section B);
2. any Sickness, Injury or Medical Condition that in Our opinion would have caused You to seek medical advice, diagnosis, care or Treatment in the 90 days immediately before Your Effective Date. This exclusion does not apply to the Non-Emergent Care benefit.
3. any Treatment given to maintain the stability of a chronic Sickness or condition (except as specifically provided under the Non-Emergent Care benefit or any other benefit of this policy);
4. visits for the refill of Medication (except as specifically provided under any benefit of this policy);
5. tests or examinations forming part of a normal regime (except as specifically provided under any benefit of this policy);
6. any rehabilitation expenses. This exclusion does not apply to the Non-Emergent Care benefit;
7. Treatment for congenital or genetic disorders or conditions. This exclusion does not apply to the Non-Emergent Care benefit;
8. elective Treatment, or Treatment not required for the immediate relief of pain and suffering, or that could reasonably be postponed until You return to Your Home Country. This exclusion does not apply to Section B Non-Emergency Benefits.
9. an Injury or Sickness for which We have requested that You return to Your Home Country for Treatment under this policy or any previous policy;
10. medication not needed for Emergency Treatment including but not limited to:
  - a. 'over-the-counter' medications (such as acetaminophen or cold/allergy remedies); or
  - b. fertility drugs; or
  - c. contraceptives; or
  - d. erectile dysfunction drugs; or
  - e. anti-baldness drugs; or
  - f. smoking cessation drugs; or
  - g. vaccinations or immunizations (except as specifically provided under the Immunizations benefit); or
  - h. vitamin preparations, supplements or injections; or
  - i. Medication received on a preventive or maintenance basis;
11. plastic or cosmetic surgery except:
  - a. as a result of a covered Injury; or
  - b. as a result of a substitution or extraction of, or repairs to an existing prosthesis; or
  - c. as provided under the AccessAbility benefit;

## C. ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

### When It Applies

If You die or sustain an Injury during Your Coverage Period.

### What We Cover and What We Pay

1. **Personal accident:** If within 90 days of an Accident You die or become permanently disabled as a result of that Accident, We will pay the benefit listed in the *Schedule of Losses* below.

#### *Schedule of Losses*

Loss of Life.....	\$50,000
Loss of Two or more Members.....	\$50,000
Loss of Sight of both Eyes.....	\$50,000
Loss of One Member and Sight of one Eye .....	\$50,000
Loss of One Member.....	\$25,000
Loss of Sight of One Eye.....	\$25,000

12. any expenses incurred:
  - a. outside the Coverage Period; or
  - b. while You are in Your Home Country (except as described in Coverage for Excursions Outside Canada on page 2); or
  - c. relating to any Injury that occurred or was Treated, or Sickness that started or was diagnosed or Treated in Your Home Country during the Coverage Period;
13. suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric Treatment. This exclusion does not apply to the Psychiatric Hospitalization, Psychiatrist Fees and Psychotherapy benefits;
14. Your actions while they are impaired or adversely influenced by Medication, drugs, alcohol or intoxicants; any medical claims related to the use of drugs or alcohol. This exclusion does not apply to the Psychiatric Hospitalization, Psychiatrist Fees, Psychotherapy or Substance Abuse Counselling benefits. This exclusion does not apply to the first \$25,000 of any claim;
15. Your operation of any transportation for hire;
16. transplants of any kind;
17. participation in professional sports;
18. participation in any motorized contests of speed;
19. operating any type of aircraft or travelling as a passenger on any non-commercial flight;
20. operating any form of motorized transport on land or water without a licence valid for the area where operating;
21. Injury, Sickness or death caused while You are:
  - a. training or serving in any capacity as a member of any armed forces; or
  - b. actively participating in any conflict of war; or
  - c. participating in criminal activity.
 This exclusion does not apply if You sustain an Injury within 48 hours of the commencement of war like actions in which You were not an active participant;
22. any prepayment, deposit, interest, finance, late payment charge or administration fee;
23. Injury or Sickness relating to a travel advisory issued by either the Government of Canada or Your Home Country government prior to any excursion departure date that were or continue to be in effect for any country, region or city of destination on your excursion. This exclusion is only applicable to excursions outside of Canada;
24. travelling contrary to the medical advice of a Physician or for the purpose of obtaining Treatment;
25. any:
  - a. medical exams or testing for immigration, work or travel purposes; or
  - b. medical clearance; or
  - c. completion of forms or documents;
26. Your failure to accept or follow a Physician's advice, Treatment or recommended Treatment.

Exclusions 1 to 26 do not apply to the Repatriation of Remains Benefit (A13) or the Burial at Host Country Benefit (A14).

## GENERAL CONDITIONS

**Assignment of benefits:** Where the Company has paid expenses or benefits to You or on Your behalf under this policy, the Company has the right to recover, at its own expense, any benefits available to You from any applicable source or any insurance policy. This policy also allows the Company to receive, endorse and negotiate eligible payments from those parties on Your behalf.

**Autopsy:** In the event of Your death, the Company may request an examination or autopsy subject to any applicable laws relating to autopsies.

**Benefit amounts:** Benefit amounts described in the Policy are for a 365 day period except for the Psychiatric Hospitalization benefit (A6) and the Psychiatrist Fees benefit (A7) which have a lifetime maximum. Regardless of the number of policies You purchase in a 365 day period, benefit amounts do not renew until 365 days have elapsed from the Effective Date of the original policy purchased and on the anniversary date every year thereafter.

**Concealment and misrepresentation:** The entire coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this policy has been concealed or misrepresented.

**Contract changes:** This policy is a legal contract between You and Us. It, including any endorsements and attached papers are the entire contract. No change in this policy is valid unless approved in writing by one of Our officers. No agent has the right to change this policy or to waive any of its provisions.

**Co-ordination of benefits:** Any payment made under this policy will be co-ordinated with any other plan providing secondary coverage such that the total benefits payable under all policies or plans does not exceed 100% of the eligible expenses incurred.

**Currency:** All premium and benefits under this policy are payable in Canadian currency based on the exchange rate on the date the expense was paid and quoted by a financial institution selected by the Administrator. At Our option, We may pay a claim for benefits in the currency where the loss occurred.

**Duplicate policies:** In the event that more than one policy is issued to You, benefits shall be limited to the maximum payable under one policy, and a refund for duplicate Policies will be issued.

**Extension of Coverage:**

- Automatic extension: Your insurance will automatically be extended beyond Your Termination Date as shown on Your Policy Confirmation by:
  - a. 72 hours if Your scheduled common carrier or private automobile is delayed by mechanical breakdown, traffic accident or inclement weather; or
  - b. the duration of time You are unable to travel due to medical grounds, including Your confinement as an in-patient in a Hospital, plus 72 hours. This automatic extension does not apply if Your confinement as an inpatient is a result of psychiatric conditions and You have exceeded the maximum limit for the Psychiatric Hospitalization benefit.
- Extending after departure: If You decide to extend Your Coverage Period after Your start date contact the Administrator. We will extend Your coverage under this policy beyond Your Termination Date, as long as:
  - a. Your policy has not expired; and
  - b. the Coverage Period, including any extensions, does not exceed 365 days; and
  - c. You pay any additional required premium for such extension.
 All extensions are subject to approval by the Administrator or the Company.

**Governing law:** This policy is governed by the laws of the province or territory where this policy was issued. Any action or proceeding against the Company for recovery of claims under this policy must commence within 2 years from the date on which the cause of action arose. If however, this limitation is invalid according to the laws of the province or territory where this policy was issued, You must commence any legal action within the shortest time limit permitted by the laws of that province or territory. Despite any other provisions contained in this policy, this policy is subject to the statutory conditions of the Insurance Act respecting contracts of accident and sickness insurance.

**Limitation on liability:** The Company's liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount for any loss or expense. Upon making payment under this policy the Company and/or the Administrator do not assume any responsibility for the availability, quality or results of any Treatment, or Your failure to obtain Treatment or transportation and they can not be held liable for any negligence, wrongful acts or omissions of any service providers.

**Medical examination:** In the event of a claim, the Company reserves the right to have You medically examined at a location and by a Physician approved in the Company's sole discretion.

**Medical records:** In the event of a claim, You agree to provide access to, and We reserve the right to review any and all medical records or documentation relating to Your claim(s) from any licensed Physician, Dentist, medical practitioner, Hospital, clinic, insurer, individual, institution or other provider of service relating to the validity of Your claim.

- Non compliance with obligations:** We may choose to limit or refuse payments when:
- a. You or the party concerned with the payment is negligent in the fulfilment of any obligation resting upon them and has thus harmed the interests of the Company;
  - b. facts have been:
    - i. incorrectly or insufficiently provided; or
    - ii. misrepresented; or
    - iii. falsified.
  - c. You fail to seek immediate Treatment and to follow all doctor's advice, prescriptions and orders after suffering an Injury or Sickness.

**Premium payment:** The premium is calculated using the premium rates on the date You apply for coverage, based on Your age on the Effective Date. The full premium is due and payable when You apply for insurance. If for any reason the premium paid for the coverage applied for is incorrect, We will:
 

- a. charge and collect the difference; or
- b. shorten the Coverage Period if an underpayment in premium cannot be collected; or
- c. refund any overpayment.

Coverage will be null and void if for any reason Your payment is not honoured by the financial institution. We reserve the right to decline any application for insurance.

**Refund of premium:** Other than the 10 Day Right to Examine, refunds are calculated on a pro-rata basis from the month following the date postmarked on Your written request or on the date such fax or e-mail request is received by the Administrator. Only full unused months will be refunded. If this policy is cancelled prior to the Effective Date You will receive a full refund of the premiums paid. If this policy is cancelled for any other reason or cancelled after the Effective Date a \$25 administration fee will apply. All refunds are subject to a minimum refund amount of \$10. No refunds will be paid if there is a claim against the policy. This policy is non-transferable. A waiting period applies to all refunds.

**Right of recovery:** In the event that You are found to be ineligible for coverage, any benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this policy, a claim is found to be invalid, or benefits are reduced in accordance with any policy provision, We have the right to collect from You any amount which We have paid on Your behalf to medical providers or other parties or seek reimbursement from You, Your estate, any institution, insurer or person to whom payment was made.

**Secondary coverage:** The benefits in this policy are secondary to those available under any other valid and collectible insurance policy or plan under which You are entitled to claim including but not limited to, a government health insurance plan, group or personal accident and sickness insurance or extended health/medical care coverage, any automobile insurance or benefits plan, homeowner, tenant, or other multi-peril insurance, credit card benefit insurance, and other travel insurance.

Specifically for injuries incurred as a result of an automobile accident in Ontario, if You are designated catastrophically impaired under the Schedule of Accident Benefits under the Ontario Insurance Act, after benefits have been paid under this policy, said benefits are secondary to the Schedule of Accident Benefits and the Company is entitled to invoke the Assignment of Benefit provision of this policy to recover the benefits paid under this policy.

**Termination by us:** We may terminate this contract at any time by giving You written notice of termination. Unused premiums will be refunded in the event that no claims have been paid or are pending. Notice of termination may be sent to You or Your authorized agent by mail, fax or email. Five days notice of termination will be given, effective the date of mailing, fax or email.

**Subrogation:** If You suffer a loss caused by a third party, We have the right to subrogate Your rights of recovery against the third party for any benefits payable to or on Your behalf, and will, at Our own expense and in Your name, execute the necessary documents and take action against the third party to recover such payments. You must not take any action or execute any documents after the loss that will prejudice Our right to such recovery.

**Sworn statements:** We have the right to request that claims documents be sworn under oath and have You examined under oath in respect to any claim documents submitted.

## DEFINITIONS

**Accident/Accidental** means a sudden, unexpected, unforeseeable, unavoidable external event, leading directly and independently of all other causes, to bodily Injury to You during the Coverage Period.

**Administrator** means Travel Healthcare Insurance Solutions Inc. operating as guard.me International Insurance.

**Company, We, Us, Our** means Old Republic Insurance Company of Canada.

**Corrective Device** means a device that is required by You on the advice of a Physician, to correct a debilitating physical impairment and without which it would be a physical impossibility for You to continue Your studies or Your teaching responsibilities at the educational institution in which You are enrolled or are teaching. Corrective Devices include prosthetic limbs, wheelchairs, seeing-eye dogs, and hearing aids, but do NOT include eyeglasses.

**Coverage Period** means the period of time from the Effective Date to the Termination Date (see page 1 – Coverage Period).

**Dentist** means a qualified doctor of dentistry lawfully licensed to practice dentistry in the place where dental services are performed, but does not include You or a Family Member.

**Effective Date** means the date Your coverage under this policy begins (see page 1 - Coverage Period).

**Emergency** means any unexpected Sickness or Injury first occurring during the Coverage Period, which requires immediate Treatment to relieve acute pain and suffering. An Emergency no longer exists once Your condition has stabilized or when medical evidence obtained from Our medical advisor and Your local attending Physician confirms You are able to return to Your Home Country for further Treatment.

**Family Member** means spouse, parent, step-parent, grandparent, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece or nephew.

**Home Country** means the country where You maintained a permanent residence before You came to Canada.

**Hospital** means an institution that is licensed, staffed and operated for the care and Treatment of inpatients and outpatients. Treatment must be supervised by Physicians and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A Hospital is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Injury** means bodily harm to You due to an Accident that first occurs during the Coverage Period.

**Lifetime Maximum** means the benefit limit applies to all guard.me policies ever issued to you. This amount does not reset with each new policy.

**Medical Condition** means any disease, illness or Injury including symptoms of undiagnosed conditions.

**Medically Necessary** means those services or supplies which are provided to You that are required to identify or Treat Your Emergency Sickness or Injury and that are necessary for the relief of acute pain or suffering, or with respect to Hospital services, those which cannot safely be provided to You as an out-patient.

**Medication** means a drug which is considered Medically Necessary for the Treatment or relief of an Emergency Injury or Sickness and which is available only with a prescription provided by a Physician or Dentist.

**Physician** means a qualified doctor who is legally licensed to practice medicine in the jurisdiction where the services are provided and to prescribe and administer medical Treatment, but does not include You or a Family Member.

**Policy Confirmation** means the document that confirms the insurance coverage You have purchased indicating Your policy number, Your purchase date, Your Effective Date and Your Termination Date. This document sets out Your Coverage Period and forms an integral part of the policy contract.

**Pre-Existing Condition** means any Medical Condition that exists prior to Your Effective Date.

**Psychiatrist** means a qualified doctor of psychiatry lawfully licensed to practice psychiatric medicine in the place where psychiatric services are performed, but does not include You or a Family Member.

**Reasonable and Customary** means the amounts usually charged for Treatment, services or supplies to provide the required level of care for the severity of the condition being Treated, in the geographical location where the Treatment, services or supplies are being provided.

**Sickness** means the sudden onset of a disease or illness that first occurs while this insurance is in effect, and requires You to seek Emergency Treatment.

**Stable:** means a Medical Condition where:

1. there has not been any new Treatment prescribed or recommended, or change(s) to existing Treatment (including a stoppage in Treatment); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug; and
3. the Medical Condition has not become worse; and
4. there has not been any new, more frequent or more severe symptoms; and
5. there has been no hospitalization or referral to a specialist; and
6. there have not been any tests, investigation or Treatment recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending Treatment.

All of the above conditions must be met for a Medical Condition to be considered Stable.

**Termination Date** means the date Your coverage under this policy ends.

**Treat, Treated or Treatment** means a procedure prescribed, performed or recommended by a Physician for a Medical Condition. This includes but is not limited to prescribed Medication, investigative testing and surgery.

**You or Your** means any eligible person who submits an application and corresponding payment for coverage under this policy, and receives acceptance from the Administrator in the form of a confirmation or a valid policy ID Card.

In this policy, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

## CLAIM PROCEDURE

1. You must call the emergency assistance number on page 12 **BEFORE admission to Hospital as an inpatient and for prior written approval BEFORE any expenses are incurred for the following:**
  - Major diagnostic tests
  - Surgery
  - Repatriation or burial
  - Dental Injury
  - Air evacuation
  - AccessAbility
2. Present Your **guard.me** Healthcare Access Card to Your medical service provider with valid photo identification.
3. Complete a claim form for each new Sickness or Injury when first Treated. Take it with You on Your first appointment. Claim forms are provided with each Healthcare Access Card issued. You can obtain a copy of Your Healthcare Access Card and/or claim form from Your school/organization or by logging into "My Account" on Your school's **guard.me** microsite or through Our website at: [www.guard.me](http://www.guard.me)
4. Within 30 days of the first medical expense, log into "My Account" on Your school's **guard.me** microsite or through [www.guard.me](http://www.guard.me) to submit Your claim electronically. You may also mail your completed claim form to:

**guard.me Claims**  
**80 Allstate Parkway**  
**Markham, Ontario Canada L3R 6H3**

All claim submissions must contain:

- Completed claim form
- Original itemized bills, invoices and receipts. For paramedical services, individual invoices and payments for each visit must be submitted.
- Medical reports, and Emergency room reports, including but not limited to laboratory test results, x-rays, surgical and discharge reports

Remember to keep a copy for your files.

5. For a death claim, the beneficiary or other person entitled to claim must call the Administrator to report the claim. Details of claim must be submitted with an original death certificate or other proof of death, acceptable to Us.

In all cases of claim, either You, a beneficiary entitled to make a claim, or the agent of either, shall:

- a. give written notice of the claim including a completed claim form, and originals of all bills to the Administrator not later than 30 days from the date that a claim arises under the contract; and
- b. within 90 days from the date a claim arises under the contract furnish to the Administrator such proof as is reasonably possible in the circumstances; and
- c. if so required by the Administrator, furnish a satisfactory certificate as to the cause or nature of the loss for which a claim is being made under the policy.

Failure to give notice of a claim or furnish proof of a claim within the time periods prescribed above does not invalidate the claim if notice or proof is given as soon as reasonably possible, and in no event later than one year from the date of the event or loss.

*Claims cannot be considered unless the claim form is fully completed and signed by the claimant and submitted with all the ORIGINAL required documentation which must be provided free of expense to Us.*

### Claim Payments

We will pay all covered claims upon receipt of all necessary information required to accurately assess Your claim.

All eligible claims are subject to a minimum reimbursement amount of \$10. Should a claim reimbursement be less than \$10, the amount will be held until such time as the amount of all submitted claims exceeds \$10.

All benefits are payable to You unless You assign Your right to payment directly to the service provider or another named assignee. In the event of Your death all benefits are payable to the beneficiary noted by You. If a beneficiary is not otherwise designated by You, benefits will be paid to the first of the following surviving preference beneficiaries:

1. Your spouse;
2. Your child or children jointly;
3. Your parents jointly if both are living, or the surviving parent if only one survives;
4. Your brothers and sisters jointly; or
5. Your estate.

Benefit payments do not provide for the payment of any interest.

## EMERGENCY PROCEDURES

Contact the 24-hour toll-free emergency assistance number at:

- North America - 1-888-756-8428
- Outside North America, call collect - 1-905-752-6230

1. within 24 hours of admission to hospital, or if incapacitated, as soon as reasonably possible;
2. for any benefit where prior approval is required;
3. for any excursions, prior to incurring ANY medical expenses.

Failure to notify the Administrator as required will limit our liability to 50% of the eligible expenses incurred.

## PRIVACY

The company is committed to protecting your privacy. Collecting personal information about you is essential to our ability to offer you high-quality insurance products and service. The information provided by you will only be used for determining your eligibility for coverage under the policy, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may be shared with third parties, such as other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that we must share your information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. We take great care to keep your personal information accurate, confidential and secure.

Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If you have any questions about the company's privacy policy, please visit [www.orican.com/privacy](http://www.orican.com/privacy) or contact our Privacy Officer [privacy@orican.com](mailto:privacy@orican.com) or at 1-800-530-5446.

### Underwritten by:

Old Republic Insurance Company of Canada  
Box 557, 100 King Street West  
Hamilton, Ontario CANADA L8N 3K9



Jason Smith, CPA, CA  
President and Chief Executive Officer  
April 2023  
guard.me K-12 Plus 042023

# guard.me Third Party Liability Rider

Underwritten By  
Unica Insurance Inc.

**Benefit Maximum: \$1,000,000 US FUNDS**

Certain capitalized terms used in this Rider have specific meanings and are defined below and/or in the **guard.me K-12 Plus Insurance Policy** to which this **Rider** is appended. Where a term is defined below as well as in the **guard.me K-12 Plus Insurance Policy**, the definition below shall prevail for purposes of this **Rider**.

## COVERAGE

The coverage provided in this Rider is included for the **Period of Coverage** of the **guard.me K-12 Plus Insurance Policy** to which this **Rider** is appended upon full payment of the appropriate additional premium.

This **Rider** provides insurance for Your Legal Liability for Bodily Injury or Property Damage arising from Your personal actions as described below. Where a lawsuit is brought against You, the Insurer will pay all sums which You become legally liable to pay as compensatory damages because of unintentional Bodily Injury or Property Damage arising out of Your personal actions anywhere in the world other than Your Home Country or any country in respect of which Your Home Country's Government has issued a travel advisory. Coverage is up to the Benefit Maximum of **\$1,000,000** (one million dollars) per **365-day** period.

The Insurer's maximum liability for any negotiated settlement or court ordered award is the lower of:

1. the negotiated settlement or court ordered award plus all associated legal costs and disbursements; or,
2. the Benefit Maximum.

The Insurer will also reimburse legal defence costs up to a maximum of **\$50,000** (fifty thousand dollars) incurred in defending charges brought against You under the criminal code or similar legislation alleging physical or sexual abuse or harassment which is alleged to have occurred during the period of coverage under this **Rider**.

The Insurer will only indemnify You if:

1. All charges are withdrawn by the authorities responsible for laying the charges, or
2. You are found not guilty of the charges following final judgment or adjudication.

**Host Family Homeowner/Other Applicable Insurance Coverage:** This coverage applies while You are residing in Your Host Country. If an Accident results in an eligible claim under a valid and collectible homeowner's insurance policy of Your host family or similar insurance policy covering property damage to Your temporary residence, the Insurer will pay the loss incurred up to the amount of the deductible under the Your host family's homeowner's policy (or similar insurance policy), not to exceed **\$1,000** per **365-day** period. The Insurer will pay the benefit pursuant to this provision only after You have submitted to the Insurer due proof of the property damage amount which was incurred.

You are covered up to the Benefit Maximum for:

1. compensation You must pay, as approved by the Insurer, for any settlement or legal verdict; and
2. associated legal fees pre-approved by the Insurer, for Your representation in any legal proceedings. Legal representation must be by a person or persons other than an Immediate Family Member and pre-approved by the Insurer.

The Insurer's maximum liability for any negotiated settlement or court ordered award is the lower of:

1. the negotiated settlement or court ordered award plus all associated legal costs and disbursements; or,
2. the Benefit Maximum.

## CONDITIONS AND LIMITATIONS

1. No admission, offer, promise or indemnity shall be made without the Insurer's consent. The Insurer shall be entitled to take over and conduct the defence of any legal action brought against You and to settle such action in Your name.
2. You are obligated to take all possible steps to prevent and minimize the loss including notifying the Insurer or Administrator as soon as possible and supplying all information in respect of the circumstances surrounding a potential claim.
3. You shall provide all the information and assistance that is required by the Insurer. You shall provide the Insurer with copies of all letters, pleadings and other relevant documents and materials received by You.
4. The Insurer may, at the Insurer's sole discretion, in respect of any occurrence(s) covered by this **Rider**, pay to You the Benefit Maximum applicable to such occurrence(s), less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrences(s) can be settled. The Insurer shall thereafter be under no further liability in respect of such occurrence(s) except that where the Benefit Maximum has not been paid, the Insurer will pay for legal costs and disbursements, which have been pre-approved by the Insurer up to the remaining limits of the Benefit Maximum.
5. Benefits payable are in excess of any homeowner, tenant, or other insurance, and all other sources of recovery. If any other insurance is available to You, Your Host Family, or any third party for a covered loss under this **Rider**, the Insurer's obligations under this **Rider** are in excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance.
6. To qualify for coverage under this **Rider**, You must notify the Plan Administrator at the time You are first advised of a legal action/claim against You. You can contact the Plan Administrator at:  
Travel Healthcare Insurance Solutions Inc. o/a  
guard.me International Insurance  
80 Allstate Parkway  
Markham, Ontario Canada L3R 6H3
7. Governing law: This **Rider** is governed by the laws of the province of Ontario and is subject to the provisions of the Insurance Act respecting contracts of insurance entered into in Ontario

## EXCLUSIONS

- A. There is no coverage for any claims/actions presented that result or arise from:
1. war, invasion, act of a foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military power;
  2. any claim that arises directly or indirectly, in whole or in part, out of Terrorism or by any activity or decision of a government agency or other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage;
  3. Your participation in riot or insurrection;
  4. the use of any weapons;
  5. Bodily Injury or property damage which is required to be insured under a nuclear energy liability policy issued by the Nuclear Insurance Association of Canada, or any other group or pool of insurers;
  6. a) sexual, physical, psychological or emotional abuse, molestation or harassment, including corporal punishment by, or at Your direction, or with Your knowledge; or  
b) Your failure to take steps to prevent sexual, physical, psychological or emotional abuse, molestation or harassment or corporal punishment;
  7. Your transmission of an illness/disease;
  8. damage caused by Your commission of or attempt to commit a willful, illegal or malicious act;
  9. business pursuits;
  10. the rendering or failure to render any professional service;
  11. property that You sell, rent, lease or lend for use by third parties;
  12. damage that is due to wear or tear;
  13. damage caused by animals owned by or being cared for by you;
  14. a) the erasure, destruction, corruption, misappropriation, misinterpretation of data;  
b) erroneously creating, amending, entering, deleting or using data, including any loss of use arising from any of these actions or events; or  
c) the distribution or display of data by means of an internet website, the internet, an intranet, extranet, or similar device or system designed or intended for electronic communication of data;
  15. the ownership, use (including loading/unloading) or operation of any automobile, watercraft, aircraft, motorized vehicle or trailer attached to any of the foregoing;
  16. the occupation or ownership of any land or building except any building You temporarily occupy during the Policy Period of Coverage;
  17. the use of drugs, alcohol or any medication which results directly or indirectly in the condition causing a claim.
  18. expenses which are recoverable or which could have been recovered from any other source including but not limited to any individual, group or prepaid employee or private health insurance plan, credit card coverage or government health insurance plan or third party liability plan/policy;
  19. fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder; and
  20. Your travel to or within a country, city or region listed in any level of a travel warning that has been issued by Your Home Country or Your Host Country to warn its residents against travel.

- B. Nor will any coverage be provided in relation to claims and/or actions brought:
1. by Your Immediate Family;
  2. by any person who is employed by You;
  3. for any punitive or exemplary damages;

## CLAIMS

To make a claim contact:

**Unica Insurance Inc.**  
7150 Derrycreech Drive  
Mississauga, Ontario, L5W 0E5  
Tel: 1-866-864-1113

## Definitions Applicable Only to This Rider:

**Bodily Injury** means bodily injury, sickness or disease or resulting death.

**Host Country** means the country in which You are temporarily residing as a student while away from Your Home Country.

**Host Family** means the individual(s) or family with whom You are residing as a student while away from Your Home Country.

**Immediate Family** means Your Spouse, parent, legal guardian, step-parent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew or an employed Caregiver for unmarried dependent children under 19 years of age.

**Insurer** means Unica Insurance Inc.

**Legal Liability** means responsibility which courts recognize and enforce between persons who sue one another.

**Administrator** means Travel Healthcare Insurance Solutions Inc. doing business as guard.me International Insurance.

**Property Damage** means:

1. physical damage to, or destruction of, tangible property;
2. loss of use of tangible property.

**Spouse** means Your legally married spouse, or a person with whom You have been residing and who is publicly represented as Your spouse.

**All other definitions conditions, limitations, exclusions and provisions of the guard.me K-12 Plus Insurance Policy to which this Rider is appended are applicable.**

Travel Healthcare Insurance Solutions Inc. o/a  
guard.me International Insurance  
80 Allstate Parkway  
Markham, Ontario Canada L3R 6H3  
Tel: (905) 752-6220 Toll-free: 1-877-873-8447  
Fax: (905) 731-6676 Toll-free: 1-866-329-8447  
Email: [customercare@guard.me](mailto:customercare@guard.me)  
Website: [www.guard.me](http://www.guard.me)

08 2013 TPL