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INSURANCE PROGRAM  
Issued by  
Chubb Life Insurance Company of Canada

FOR

DECA Ontario  
Policy # SA10517301

Chubb Underwriting Office:      Toronto

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*Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section(s) of this policy. Defined terms include the plural.*

*Throughout this policy the words "We", "Us" and "Our" refer to the **Company** providing this insurance.*

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**Please Read This Plan Description Carefully**

## Schedule of Benefits

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*Chubb Life Insurance Company of Canada  
199 Bay Street, Suite 2500  
Toronto, Ontario M5L 1E2*

**Policyholder's Name:** DECA Ontario  
SA10517301

*Issued by the insurance company  
indicated below:*

**CHUBB LIFE INSURANCE COMPANY OF  
CANADA**

Incorporated under the laws of  
CANADA

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### Section I - Insured Persons

The following are the **Insured Persons** under this policy:

**Participants who have registered for a Student Tour operated by the Policyholder; have paid a deposit for the Student Tour; and have elected the insurance coverage described below and paid the premium in full.**

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### Section II - Benefits

The following are **Benefit Amounts** for all benefits provided under this policy:

#### **Emergency Medical and Medical Evacuation and Repatriation**

**Benefit Amount** for Emergency Medical \$2,000,000

**Benefit Amount** for Medical Evacuation or Repatriation \$100,000

**Benefit Amount** for Political Evacuation & Natural Disaster Expenses \$100,000

**Benefit Amount** for Family Travel Expense \$5,000

Maximum **Benefit Amount** \$2,000,000

#### **Baggage Delay**

Required time period of delay: 24 hours

Benefit: \$150 for each 24 hour delay

Maximum **Benefit Amount**: \$750

#### **Lost or Damaged Baggage and Personal Property**

**Benefit Amount** for any one item or set of items \$1,000

Jewellery, Watches, Musical Instrument, Cameras, Video Recorders and other  
Electronic Equipment \$1,000

**Benefit Amount** for document replacement \$750

Cash \$500

Maximum **Benefit Amount** \$3,000

## Trip Cancellation

**Benefit Amount** Tour Price

## Trip Interruption

### **Benefit Amount**

Flight Cost:	\$2,000
Additional Accommodation:	\$1,000
Additional Meals:	\$250
Ground Transportation	\$500
<b>Maximum Benefit Amount:</b>	<b>\$3,750</b>

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## **Benefit Description**

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### **Section I – Insurance**

Subject to all the terms and conditions of this policy and the payment of required premium, We will provide the following insurance:

### **Emergency Medical and Medical Evacuation and Repatriation**

#### **A. Emergency Medical**

If an **Insured Person** suffers **Accidental Bodily Injury** or **Sickness** which arises suddenly and unexpectedly during an insured **Hazard** and results in medical expenses being paid during the duration of the **Insured Person trip**, then We will reimburse medical expenses up to the **Benefit Amount** for medical expenses, shown in Section III of the Schedule of Benefits. The medical expenses must be incurred during the duration of the Insured Persons trip. The medical expenses must be ordered by a **Physician** who certifies that the expenses are necessary to prevent death or serious deterioration of the **Insured Person's** medical condition. The **Benefit Amount** for the medical expense is payable on an excess basis. We will determine the **Reasonable and Customary Charge** for the covered medical expense. We will then reduce that amount by amounts already paid or payable by the Government Health Insurance Plan. We will pay the resulting amount but in no event will we pay more than the **Benefit Amount** for medical expenses, shown in Section III of the Schedule of Benefits. The medical expenses must be the result of **Medical Services** that are coordinated or arranged by **Our Assistance Services Administrator**.

Limitations on Emergency Medical:

This benefit does not apply to **Accident**, **Accidental Bodily Injury** or **Sickness** or loss caused directly or indirectly from the **Insured Person**:

- 1) travelling against the advice of a **Physician**;
- 2) travelling while on a waiting list for specified medical treatment;
- 3) travelling for the purpose of obtaining medical treatment;
- 4) travelling in the third trimester (seventh month or after) of pregnancy; or
- 5) travelling to a country in which the World Health Organization has advised against travelling.

This benefit does not apply if the **Insured Person** is travelling in a country for which there is a legal prohibition against providing insurance of any **Accidental Bodily Injury** or **Sickness** or loss.

This benefit does not apply to:

- 1) medical or dental treatment rendered within an **Insured Person's** province of residence;
- 2) dental expenses, other than for the immediate relief of dental pain; or
- 3) routine eye care; or
- 4) cosmetic surgery, unless such cosmetic surgery is rendered necessary as a result of a loss covered under this policy; or
- 5) medical expense incurred as the result of the **Insured Person's** emotional trauma or mental disease; or
- 6) normal pregnancy or childbirth.

## B. Medical Evacuation & Repatriation

If an **Insured Person's Accidental Bodily Injury or Sickness** occurs while insured under a **Hazard** and requires the **Medical Evacuation or Repatriation** of the **Insured Person** while the **Insured Person** is on a covered trip, then We will pay the **Covered Expenses** for such **Medical Evacuation or Repatriation** up to the **Benefit Amount for Medical Evacuation and Repatriation**, shown in Section III of the Schedule of Benefits. The **Benefit Amount for Medical Evacuation or Repatriation** is payable in addition to any other applicable **Benefit Amounts** under this policy.

This insurance applies only if the covered trip lasts no more than 90 consecutive days.

The **Medical Evacuation or Repatriation** must be ordered by a **Physician**, who certifies that the **Medical Evacuation or Repatriation** is necessary to prevent death or serious deterioration of the **Insured Person's** medical condition. The **Medical Evacuation or Repatriation** must be approved and arranged by **Our Assistance Services Administrator**.

The **Benefit Amount for Medical Evacuation or Repatriation** is payable on an excess basis. We will determine the charges for **Medical Evacuation or Repatriation**. We will then reduce that amount by amounts already paid or payable by the Government Health Insurance Plan. We will pay the resulting **Benefit Amount**, but in no event will We pay more than the **Maximum Benefit Amount for Medical Evacuation or Repatriation** shown in Section III of the Schedule of Benefits.

## C. Hospital Admission Guaranty

If an **Insured Person's Accidental Bodily Injury or Sickness** occurs during an insured **Hazard** and requires **Emergency Medical Treatment** while the **Insured Person** is on a covered trip, then We will guarantee payment of the **Hospital Admission Guaranty** incurred for such **Emergency Medical Treatment** up to the **Benefit Amount for Hospital Admission Guaranty**, shown in Section III of the Schedule of Benefits. The **Assistance Services Administrator** must approve the **Hospital Admission Guaranty**.

## D. Family Travel Expense

If an **Insured Person's Accidental Bodily Injury or Sickness** occurs during an insured **Hazard** and requires a **Hospital** stay for more than five (5) days while the **Insured Person** is on a covered trip, then We will pay the **Benefit Amount for Family Travel Expense**, if all the following conditions are met:

- 1) the **Insured Person** is confined to a **Hospital**; and
- 2) the **Hospital** is at least 100 kilometres from the **Insured Person's** permanent residence; and
- 3) all transportation arrangements for an **Immediate Family Member** are made by **Our Assistance Services Administrator** and are by the most direct and economical route.

## **E. Political Evacuation**

If an **Insured Person** is on a covered trip; while insured under a **Hazard**; and Foreign Affairs and International Trade Canada issues a **Travel Warning**, for the country where the **Insured Person** is traveling, then **We** will reimburse **Political Evacuation Expenses** up to the **Benefit Amount for Political Evacuation Expenses**, shown in Section III of the Schedule of Benefits. All arrangements must be approved and arranged by **Our Assistance Services Administrator** and shall be by the most direct and economical route.

This benefit does not apply to an **Insured Person** traveling to Iraq or Afghanistan.

## **F. Natural Disaster Evacuation**

If an **Insured Person** on a covered trip; while insured under a **Hazard** and a **Natural Disaster** occurs in the area of the country in which such **Insured Person** is traveling, then **We** will pay the **Covered Expenses** up to the **Maximum Benefit Amount for Natural Disaster Expenses**, shown in Section III of the Schedule of Benefits. All arrangements must be approved and arranged by **Our Assistance Services Administrator**.

## **G. Accidental Death**

In the event of your death, as a result of an accident which occurs during the Period of Coverage and which is covered under the Medical Expenses section of this policy, the Insurance Company will pay your estate a lump sum benefit of \$50,000.

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## **Baggage Delay**

We will reimburse the **Insured Person** up to the **Benefit Amount** shown in Section III of the Schedule of Benefits, in the event of a **Baggage Delay**. Our payment is limited to expenses incurred for the emergency purchase of essential items needed by the **Insured Person** while on a covered trip and at a destination other than the **Insured Person's** primary residence.

The **Baggage Delay Benefit Amount** is excess over any indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider) available to the **Insured Person**.

Essential items not covered by **Baggage Delay** include, but are not limited to:

- 1) contact lenses, eyeglasses, sunglasses or hearing aids;
- 2) artificial teeth, dental bridges or prosthetic devices;
- 3) money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, art objects, antiques, household effects;
- 4) jewellery and watches; or
- 5) cameras, camera equipment and sport equipment.

**We** will not reimburse the **Insured Person** for **Baggage Delay** unless the delay was reported by the **Insured Person** to the **Common Carrier**.

Payment of this benefit is subject to Our receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) copies of the notification and reporting filed with the **Common Carrier** and all related correspondence;
  - 2) details of the amount paid or payable by the **Common Carrier** responsible for the loss or damage, description of the contents, cost determination of contents and all other appropriate documents and correspondence; and
  - 3) receipts for emergency purchase of essential items.
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## **Lost or Damaged Baggage and Personal Property**

### **A. Lost or Damaged Baggage**

We will reimburse the **Insured Person** the amount actually paid by the **Insured Person** for direct physical loss or damage to **Checked Baggage** or **Carry-On Baggage** and personal property contained therein, up to the **Benefit Amount** shown in Section III of the Schedule Benefits, if direct physical loss (including **theft**) of **Checked Baggage** or **Carry-On Baggage** occurs while the **Insured Person** is on a covered trip. If the **Insured Person** chooses not to replace the **Checked Baggage** or **Carry-On Baggage** or items therein, then We shall not pay more than the **Actual Cash Value** for such **Checked Baggage** or **Carry-On Baggage** or items.

The **Checked Baggage** or **Carry-On Baggage** Benefit is payable on an excess basis over and above any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider, or any other valid or collectible insurance available to the **Insured Person**.

We will not reimburse the **Insured Person** for:

- 1) expenses for which no charge would normally be made in the absence of insurance;
- 2) property illegally acquired, kept, stored or transported;
- 3) loss or damage resulting from moths, vermin, deterioration or wear and tear;
- 4) loss or damage caused by any imprudent action or omission by the **Insured Person**;
- 5) money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, art objects, antiques, household effects; and
- 6) confiscation or detention by any customs agent or other authority.

We will not reimburse for **Checked Baggage** or **Carry-On Baggage** unless the loss or damage was reported by the **Insured Person** to the **Common Carrier** within the **Common Carrier's** required timeframe for notification. Proof of submission of the loss or damage report to the **Common Carrier** must be provided.

Payment of this benefit is subject to Our receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) copies of the notification and reporting filed with the **Common Carrier** and all related correspondence; and
- 2) details of the amount paid or payable by the **Common Carrier** responsible for the loss or damage, description of the contents, cost determination of contents and all other appropriate documents and correspondence.

## **B. Personal Property**

We will reimburse the **Insured Person** up to the **Benefit Amount**, shown in Section III of the Schedule of Benefits, for an **Insured Person's** personal property that is lost as a result of **Theft** or fire. Our liability will be the **Actual Cash Value** of the article at the time of **Theft**. If the **Insured Person** chooses not to replace the personal property, then We shall not pay more than the **Actual Cash Value** for such personal property.

The Personal Property **Benefit Amount** is payable on an excess basis over and above any amount due from any indemnity (including any reimbursements by the airline, cruise line, railroad, station authority, occupancy provider) available to the **Insured Person**.

We will not reimburse the **Insured Person** for:

- 1) expenses for which no charge would normally be made in the absence of insurance;
- 2) loss or damage caused by committing or attempting to commit an illegal act or criminal act;
- 3) property illegally acquired, kept, stored or transported;
- 4) loss or damage resulting from moths, vermin, deterioration or wear and tear;
- 5) loss or damage caused by any imprudent action or omission by the **Insured Person**;
- 6) **Theft** from an unattended vehicle unless it was locked and there was visible evidence of forced entry;
- 7) money and currency (including any form thereof) in excess of \$500, credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, art objects, antiques, household effects;
- 8) **Theft** due to confiscation or detention by any customs agent or other authority; or
- 9) **Theft** not reported to the police or hotel within forty-eight (48) hours of discovery or where no attempt has been made to recover the items.

Payment of this benefit is subject to Our receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) a copy of the police report detailing the **Theft**; and
- 2) description and cost determinations of the stolen property.

## **C. Document Replacement**

We will reimburse the **Insured Person** the amount actually paid by the **Insured Person**, up to the **Benefit Amount** shown in Section III of the Schedule Benefits, for the replacement of one or more of the following documents, in the event of loss or **Theft**: passport, driver's licence, birth certificate or travel visa.

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## Trip Cancellation

We will reimburse up to the **Trip Cancellation Benefit Amount**, shown in Section III of the Schedule of Benefits, if a **Covered Loss** causes the **Insured Person's Trip Cancellation**. We will reimburse for:

- 1) **Non-Refundable** prepaid travel expenses charged by a **Tour Operator**; or
- 2) the reasonable transportation cost for the **Insured Person** to travel to the destination of the **Insured Person's** trip by the most direct route if the **Insured Person** misses the contracted departure due to the occurrence of **Covered Loss** 1), 2), 3), 8), 9), or 11).

In no event will We pay more than the **Trip Cancellation Benefit Amount** shown in Section III of the Schedule of Benefits. The **Insured Person** will relinquish to us any unused vouchers, tickets, coupons or travel privileges for which We have reimbursed the **Insured Person**.

The **Trip Cancellation** benefit is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss.

**Trip Cancellation** of your insured trip must result from any one of the UNFORESEEN EVENTS listed below occurring during the period of coverage:

- 1) A serious injury or illness, grave illness leading to hospitalization or death of a Family Member or you;
- 2) You are being required to serve on a jury, subpoenaed, activated into military service, or having his or her home made uninhabitable by fire or flood or other natural disaster;
- 3) Death, admission to hospital or quarantine of the person with whom you have arranged overnight accommodation for the majority of your insured trip.
- 4) You or your parent/legal guardian's involuntary loss of permanent employment (excluding contract or self-employment), due to layoff or dismissal without just cause, provided that you had no knowledge of such action prior to the date of application for insurance.
- 5) You are directly involved in a traffic accident while travelling to the departure point of their trip;
- 6) The Government of Canada issuing an "Avoid Non-Essential Travel" or "Avoid All Travel" Travel Advisory for the country or a region of the country that is a destination on the trip;
- 7) Should the school board cancel the trip due to: a) a teacher's labour strike or there is a determination that there is a risk of harm due to terrorism to you during the trip when you are scheduled to travel to a specific region of a country.

This benefit does not apply to a **Covered Loss** caused directly or indirectly from:

- 1) any **Accidental Body Injury** or **Sickness** or medical condition (other than a **Minor Ailment**) that was not **Stable** at any time during the 90 days prior to the date of purchase of the **Insured Person's** travel arrangements;
- 2) any **Accidental Body Injury** or **Sickness** or medical condition which, prior to the effective date of coverage:
  - a. was such as to render medical consultation or hospitalization expected;
  - b. has been shown, by prior medical history, as probable or certain to occur;
- 3) expenses for which no charge would normally be made in the absence of insurance;
- 4) committing or attempting to commit an illegal act or a criminal act;
- 5) participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;
- 6) labour disruptions or strikes (legal or illegal);

- 7) **Accidental Body Injury or Sickness** or medical condition if the **Insured Person** or an **Insured Person's Immediate Family Member** are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation prior to the effective date of coverage:
  - a. for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.);
  - b. for a new or changed medical condition which may eventually cause the **Insured Person** to seek medical attention;
- 8) medication, drugs or toxic substance abuse or overdose (whether or not the **Insured Person** is sane); alcohol abuse, alcoholism or an accident while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood;
- 9) suicide (including any attempt thereat) or self-inflicted injury whether or not the **Insured Person** is sane;
- 10) a disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless the **Insured Person** is hospitalized on the date of occurrence for the event that caused a **Trip Cancellation**;
- 11) a trip undertaken for the purpose of visiting a sick or injured person when the covered trip is cancelled, interrupted or delayed due to such person's medical condition or death therefrom;
- 12) treatment or hospitalization of mother or child(ren) as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date;
- 13) flight accident (unless the **Insured Person** is travelling as a fare-paying passenger on a commercial airline).

Payment of this benefit is subject to Our receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) documentation detailing the reason for the cancellation, including evidence of the nature of the **Accidental Body Injury or Sickness** such as certified copies of medical evidence reports, attending **Physician** statements, medical receipts and related documentation;
- 2) for cancellation for other than **Accidental Body Injury or Sickness**, any appropriate documentation that officially explains the cause of the **Insured Person's Trip Cancellation**. Any explanation of **Covered Losses** along with an **Insured Person's** original itemized bills, receipts, and proof of other insurance payments;
- 3) original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the **Trip Cancellation**;
- 4) documentation of refunds received from the **Tour Operator(s)** and/or **Common Carrier(s)**;
- 5) copy of the supplier's literature that describes penalties; and
- 6) a letter of the **Tour Operator** or an itemized bill from the travel agent stating the non-refundable amounts of the trip costs.

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## Trip Interruption

We will reimburse the **Insured Person** up to the **Trip Interruption Benefit Amount**, shown in Section III of the Schedule of Benefits, if a **Covered Loss** causes the **Insured Person's Trip Interruption**. We will reimburse for:

- 1) the forfeited, **Non-Refundable** pre-paid land, air and/or sea transportation arrangements that were missed; and/or
- 2) transportation expenses incurred by the **Insured Person**, less any available refunds. These include the difference in cost between the original fare and the new fare, and any ground transportation costs to and from the airport terminal or station.

In no event will We reimburse more than the cost of an economy-class air ticket by the most direct route to:

- 1) rejoin the trip; or
- 2) return to the **Insured Person's** place of origin.

If the **Insured Person** is forced to temporarily postpone a trip due to a **Covered Loss** and a new departure date is set, We will pay the change fee incurred to purchase tickets for the new departure. We will only pay the difference between the original fare and the fare for the rescheduled trip by the most direct route and in the same airfare class. We will also reimburse the **Insured Person** the unused **Non-Refundable** land, air and/or sea arrangements. However, in no event will We pay more than the **Trip Interruption Benefit Amount** shown in Section III of the Schedule of Benefits.

The **Trip Interruption** benefit is payable on an excess basis over and above any amount due from any other valid or collectible insurance or any other form of reimbursement payable by those responsible for the loss.

**Trip Interruption** of your insured trip must result from any one of the UNFORESEEN EVENTS listed below occurring during the period of coverage:

- 1) You are hospitalized during the trip as the result of a serious injury or illness;
- 2) A serious injury, grave illness leading to hospitalization or death of a Family Member during the trip.
- 3) Forces of nature; Weather conditions, earthquakes or volcanic eruptions causing the scheduled carrier, on which you are booked to travel, to be delayed for a period of at least three (3) days of the duration of your insured trip.
- 4) If your passport and/or travel visa is lost or stolen during your insured trip, you will be reimbursed for reasonable travel and accommodation expenses until your replacement travel documentation is replaced. You will also be reimbursed for the change fee charged by the airline up to a maximum of \$1,000 per person.

If a trip is interrupted due to any of the above covered reasons, you will be reimbursed, up to a maximum of \$2,000, for the cost of economy coach, train or airfare by the most direct route, less any refunds paid to you, in order to reach the return destination or to travel from the place where the trip was interrupted to where the trip can be rejoined.

The Insurance Company will also reimburse you for reasonable costs resulting from a travelling Family Member's trip being delayed or interrupted for one of the covered reasons and your trip is not. The Insurance Company will also reimburse you for reasonable additional accommodation (up to a maximum of \$1,000), transportation (up to a maximum of \$500 total) and meal (up to a maximum of \$250) expenses, if a travelling Family Member must remain hospitalized. A daily maximum of \$250/day for accommodations, \$100/day for transportation and \$50/day for meals applies.

This benefit does not apply to a **Covered Loss** caused directly or indirectly from:

- 1) any **Accidental Body Injury or Sickness** or medical condition (other than a **Minor Ailment**) that was not **Stable** at any time during the 90 days prior to the date of purchase of the participant's travel arrangements;
- 2) any **Accidental Body Injury or Sickness** or medical condition which, prior to the effective date of coverage:
  - a. was such as to render medical consultation or hospitalization expected;
  - b. has been shown, by prior medical history, as probable or certain to occur;
- 3) expenses for which no charge would normally be made in the absence of insurance;
- 4) committing or attempting to commit an illegal act or a criminal act;
- 5) participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;
- 6) labour disruptions or strikes (legal or illegal);
- 7) **Accidental Body Injury or Sickness** or medical condition if the **Insured Person** or an **Insured Person's Immediate Family Member** are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation prior to the effective date of coverage:
  - a. for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.);
  - b. for a new or changed medical condition which may eventually cause the **Insured Person** to seek medical attention;
- 8) medication, drugs or toxic substance abuse or overdose (whether or not the **Insured Person** is sane); alcohol abuse, alcoholism or an accident while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood;
- 9) suicide (including any attempt thereat) or self-inflicted injury whether or not the **Insured Person** is sane;
- 10) treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or hospital services, whether or not such trip is taken on the advice of a **Physician** or surgeon;
- 11) a trip undertaken for the purpose of visiting a sick or injured person when the covered trip is cancelled, interrupted or delayed due to such person's medical condition or death therefrom;
- 12) treatment or hospitalization of mother or child(ren) as a result of pregnancy, miscarriage, childbirth or complications of any of these conditions occurring in the nine weeks before and/or after the expected delivery date;
- 13) a return earlier or later than the contracted date of return, unless recommended by the attending **Physician**;
- 14) a return delayed more than 10 days beyond the contracted date of return, unless the **Insured Person** or an **Immediate Family Member** were hospitalized for at least 48 consecutive hours within the 10-day period;
- 15) **Accidental Body Injury or Sickness** or medical condition suffered or contracted in a specific country, region or area for which the Department of Foreign Affairs and International Trade

- of the Canadian Government has issued a **Travel Warning**, before the **Insured Person's** departure date. If the Canadian Government issues a **Travel Warning** after the **Insured Person's** departure date, coverage for **Accidental Body Injury or Sickness** or medical condition is limited to a period of 10 days from the date the **Travel Warning** was issued, or to a period that is reasonably necessary to safely evacuate the country, region or area. In this exclusion "**Accidental Body Injury or Sickness or medical condition**" means **Accidental Body Injury or Sickness** or medical condition that is attributable to the reason for which the **Travel Warning** was issued or any complications arising therefrom;
- 16) any cause or event which might reasonably have been expected to necessitate the immediate return of the **Insured Person**;
  - 17) flight accident (unless the **Insured Person** is travelling as a fare-paying passenger on a commercial airline).

Payment of this benefit is subject to **Our** receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) documentation detailing the reason for the interruption, including evidence of the nature of the **Accidental Body Injury or Sickness** such as certified copies of medical evidence reports, attending **Physician** statements, medical receipts and related documentation;
- 2) for interruption for other than **Accidental Body Injury or Sickness**, any appropriate documentation that officially explains the cause of the **Insured Person's Trip Interruption**. Any explanation of **Covered Losses** along with an **Insured Person's** original itemized bills, receipts, and proof of other insurance payments;
- 3) original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the **Trip Interruption**;
- 4) documentation of refunds received from the **Tour Operator(s)** and/or **Common Carrier(s)**;
- 5) copy of the supplier's literature that describes penalties; and
- 6) a letter of the **Tour Operator** or an itemized bill from the travel agent stating the non-refundable amounts of the trip costs.

### **Cancellation of Entire Trip by School Board**

We will reimburse up to the **Cancellation of Entire Trip by School Board Benefit Amount**, shown in Section III of the Schedule of Benefits, if the **School Board** chooses the **Cancellation of Entire Trip** due to a **Covered Reason**. We will reimburse for **Non-Refundable** prepaid travel expenses charged by **the Policyholder**.

In no event will We pay more than the **Cancellation of Entire Trip by School Board Benefit Amount** shown in Section III of the Schedule of Benefits. The **Policyholder** will relinquish to us any unused vouchers, tickets, coupons or travel privileges for which We have reimbursed the **Policyholder**.

This benefit does not apply to a loss caused directly or indirectly from:

- 1) expenses for which no charge would normally be made in the absence of insurance;
- 2) committing or attempting to commit an illegal act or a criminal act;
- 3) participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces;

Payment of this benefit is subject to Our receipt of satisfactory **Proof of Loss**. **Proof of Loss** includes, but is not limited to:

- 1) documentation detailing the reason for the cancellation;
  - 2) any appropriate documentation that officially explains the cause of the **Cancellation of Entire Trip**. Any explanation of **Covered Reason** along with a **Policyholder's** original itemized bills, receipts, and proof of other insurance payments;
  - 3) original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the **Cancellation of Entire Trip**;
  - 4) documentation of refunds received from the **Tour Operator(s)** and/or **Common Carrier(s)**;
  - 5) copy of the supplier's literature that describes penalties; and
  - 6) a letter of the **Tour Operator** or an itemized bill from the travel agent stating the non-refundable amounts of the trip costs.
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## Section II – Eligibility, Effective Date and Termination

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### Eligibility

A person becomes an **Insured Person** under this policy if:

- 1) such person is a member of an eligible **Class of Insured Persons** as shown in Section I of the Schedule of Benefits;
- 2) the required premium for such person has been paid;
- 3) such person is a Canadian resident who is covered under a government health insurance plan or such person is an international student who is covered under a government health insurance plan while temporarily residing in Canada; and
- 4) such person is traveling in a Student Tour within or outside of Canada, with the exception of; Syria, Sudan, Cuba, Iran and North Korea.

For all Canadian residents who are not covered under a government health insurance plan, the maximum combined coverage under this policy will be limited to \$50,000.

The **Insured Person** would be considered ineligible for this policy if:

- 1) If the **Insured Person** have been given medical advice not to travel
  - 2) If the **Insured Person** have been diagnosed with a terminal illness with less than 2 years to live
  - 3) If the **Insured Person** has a pre-existing medical condition that has not been controlled throughout a 180-period before the coverage takes effect.
- 

### Effective Date of Insurance for an Insured Person

Insurance for an **Insured Person** becomes effective on the latest of:

- 1) the effective date of this policy;
- 2) the date on which such person first meets the eligibility criteria as an **Insured Person**; or
- 3) the beginning of the period for which required premium is paid for such **Insured Person**.

---

## **Termination of Insurance for an Insured Person**

Insurance for an **Insured Person** automatically terminates on the earliest of:

- 1) the termination date of this policy;
  - 2) the expiration of the period for which required premium has been paid for such **Insured Person**;
  - 3) the date on which a person no longer meets the eligibility criteria as an **Insured Person**.
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## **Section III – Territory**

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This insurance applies worldwide except in Syria, Sudan, Cuba, North Korea and Iran.

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## **Section IV – General Exclusions**

The following exclusions apply to all benefits or Hazards under this policy. Additional exclusions, limitations or conditions may also apply to specific benefits or Hazards. Please read this entire policy carefully.

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## **Trade Sanctions**

This insurance does not apply when:

- 1) the government of Canada has imposed any trade or economic sanctions prohibiting insurance; or
  - 2) there is any other legal prohibition against providing insurance.
- 

## **War**

This insurance does not apply to any loss caused by or resulting from, directly or indirectly, a declared or undeclared **War**.

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## **Section V – Definitions**

For the purpose of these definitions, the singular includes the plural and the plural includes the singular, unless otherwise noted.

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### **Accident or Accidental**

**Accident or Accidental** means a sudden, unforeseen, and unexpected event which:

- 1) happens by chance;
- 2) arises from a source external to an **Insured Person**;
- 3) is independent of illness, disease or other bodily malfunction or medical or surgical treatment thereof;
- 4) occurs while the **Insured Person** is insured under this policy which is in force; and
- 5) is the direct cause of loss.

---

### Accidental Bodily Injury

**Accidental Bodily Injury** means bodily injury, which:

- 1) is **Accidental**;
- 2) the direct cause of a loss; and
- 3) occurs while an **Insured Person** is insured under this policy which is in force.

**Accidental Bodily Injury** does not include conditions caused by repetitive motion injuries or cumulative trauma not a result of an **Accident**, including, but not limited to:

- 1) Osgood-Schlatter's Disease;
  - 2) bursitis;
  - 3) Chondromalacia;
  - 4) shin splints;
  - 5) stress fractures;
  - 6) tendinitis; and
  - 7) Carpal Tunnel Syndrome.
- 

### Actual Cash Value

**Actual Cash Value** means the estimated value at the time of loss.

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### Assistance Services Administrator

**Assistance Services Administrator** means the organisation that contracts with the **Company** to provide **Medical Evacuation and Repatriation** services to an **Insured Person**.

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### Baggage

**Baggage** means suitcases and the containers specifically designated for carrying personal property, and the personal property contained therein.

---

### Baggage Delay

**Baggage Delay** means a delay or misdirection of the **Insured Person's Baggage** by a **Common Carrier** for more than the time period specified on the Section III of the Schedule of Benefits from the time the **Insured Person** arrives at the destination on the **Insured Person's** ticket.

---

### Benefit Amount

**Benefit Amount** means the amount stated in the Schedule of Benefits for this policy which applies:

- 1) at the time of loss;
  - 2) to an **Insured Person**; and
  - 3) for the applicable **Hazard**.
- 

### Cancellation of Entire Trip

**Cancellation of Entire Trip** means the cancellation of travel arrangements for all **Insured Persons** on a single trip by the **Policyholder** on or before the departure of the trip.

---

### Carry-On Baggage

**Carry-On Baggage** means suitcases or other containers specifically designated for carrying personal property, which are carried on board a **Common Carrier** by the **Insured Person**.

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### Checked Baggage

**Checked Baggage** means suitcases or other containers specifically designated for carrying personal property, for which a claim check has been issued to the **Insured Person** by a **Common Carrier**.

---

### Class

**Class** means the categories of **Insured Persons** described in Section I of the Schedule of Benefits.

---

### Common Carrier

**Common Carrier** means any motorised land, water or air **Conveyance**, operated by an organisation other than the **Policyholder**, organised and licensed for the transportation of passengers for hire and operated by an employee or an individual under contract. **Common Carrier** does not include any **Conveyance** used for recreational activities.

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### Company

**Company** means Chubb Life Insurance Company of Canada.

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### Conveyance

**Conveyance** means any motorised craft, vehicle or mode of transportation licensed or registered by a governmental authority with competent jurisdiction.

---

### Covered Expenses

With respect to **Medical Evacuation**, **Covered Expenses** means the cost for:

- 1) a land, water or air **Conveyance**, required to transport an **Insured Person** and a chaperone, if necessary, during a **Medical Evacuation**. Special transportation by, but not limited to, air ambulances, land ambulances and private motor vehicles must:
  - a) be recommended by an attending **Physician**; and
  - b) comply with the standard regulations of the **Conveyance** transporting the **Insured Person** and a chaperone, if necessary.

The means of transportation that is best suited to accommodate an **Insured Person** and a chaperone, if necessary, based on the seriousness of an **Insured Person's** condition, will be used.

- 1) medical supplies and services which are:
  - a) ordered or prescribed by an attending **Physician**; and
  - b) in the opinion of an attending **Physician**, necessarily incurred in connection with the **Medical Evacuation** of an **Insured Person**.

With respect to **Repatriation**, **Covered Expenses** means the cost for:

- 1) **Repatriation of an Insured Person** and a chaperone, if necessary;; and
- 2) medical supplies and services which:
  - a) are ordered or prescribed by an attending **Physician**; and
  - b) are, in the opinion of an attending **Physician**, necessarily incurred in connection with **Repatriation of an Insured Person**; or
  - c) are necessary for embalming, cremation, transportation and purchase of a shipping container as required by applicable law or regulation.

With respect to **Medical Evacuation** and **Repatriation**, all transportation arrangements made for an **Insured Person** and a chaperone, if necessary, will be by the most direct and economical route. All **Covered Expenses** must be arranged by and receive the prior approval of **Our Assistance Service Administrator**.

**Covered Expenses** do not include those expenses incurred by an **Insured Person** for **Accidental Bodily Injury** or **Sickness**, which occurs while an **Insured Person** is:

- 1) travelling against the advice of a **Physician**; or
  - 2) travelling for the purpose of obtaining medical treatment.
- 

### Covered Loss

**Covered Loss** means:

- 1) **Accidental Bodily Injury or Loss of Life or Sickness** of the **Insured Person**, which prevents the **Insured Person** from traveling on the trip; or
- 2) **Accidental Bodily Injury or Loss of Life or Sickness** of an **Immediate Family Member** the **Insured Person** when the **Accidental Bodily Injury or Sickness** is considered life threatening or requires hospitalization; or
- 3) **Loss of Life or Emergency Medical Treatment** of a close friend occurring within 10 days of the departure date of the covered trip; or
- 4) **Accidental Bodily Injury or Loss of Life or Sickness** of the **Insured Person's** host at trip destination; or
- 7) call to jury duty or subpoena by the courts, either of which cannot be postponed or waived; or
- 8) **Insured Person's** dwelling made uninhabitable; or
- 9) quarantine imposed by a **Physician** for health reasons; or
- 10) **Travel Warning** issued by the Canadian Government after the effective date of coverage; or.
- 11) a delay that causes the **Insured Person** to miss or interrupt any part of the covered trip when, the private or rented vehicle which the **Insured Person** is driving or in which the **Insured Person** is a passenger, or a **Common Carrier** or a prepaid connecting flight aboard which the **Insured Person** is a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an accident, provided that the vehicle or the **Common Carrier** was scheduled to arrive at the contracted departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the contracted time of departure or return;

which occurs while the **Insured Person** is insured under this policy which is in force.

---

### Covered Reason

**Covered Reason** means:

- 1) mandatory evacuation or public official evacuation advisements where there is no mandatory evacuation issued by local government authorities at the destination due to adverse weather or natural disaster;
  - 2) a **Cancellation of Entire Trip** within 24 hours of the scheduled departure date and time if the trip destination is under a hurricane warning issued by the NOAA National Hurricane Center
  - 3) a **Cancellation of Entire Trip** if the arrival on the trip is delayed and causes the insured group to lose 50% or more of the scheduled trip duration due to: a) any delay of a **Common Carrier** (the delay must be certified by the **Common Carrier**); b) a documented weather condition preventing the insured group from getting to the point of departure; c) quarantine, hijacking, strike, natural disaster, terrorism or riot; or
  - 4) a **Terrorist Act** which occurs in the departure city or in a city which is a scheduled destination for the trip provided the **Terrorist Act** occurs within 30 days of the scheduled departure date for the covered trip.
- 

### Emergency Medical Treatment

**Emergency Medical Treatment** means **Hospital** treatment for a medical condition which:

- 1) arises suddenly and unexpectedly; and
  - 2) if left untreated could result in death or in serious deterioration of an **Insured Person's** medical condition.
- 

### Family Travel Expense

**Family Travel Expense** means the actual transportation costs incurred by an **Immediate Family Member** by the most direct route by a licensed **Common Carrier** to the confined **Insured Person**.

**Family Travel Expense** also includes the actual costs incurred for temporary lodging, transportation and meals while travelling to and from visits with an **Insured Person**.

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### Hazard

**Hazard** means the circumstances for which this insurance is provided as stated in Section III of the Schedule of Benefits and described in the **Hazard** Section of this policy.

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### Hospital

**Hospital** means a public or private institution which:

- 1) is licensed in accordance with the laws of the jurisdiction where it is located;
- 2) operates for the reception, care and treatment of sick, ailing or injured persons as in-patients;
- 3) provides organised facilities for diagnosis and medical or surgical treatment;
- 4) provides twenty-four (24 hour) nursing care;
- 5) has a **Physician** or staff of **Physicians** ; and
- 6) is not primarily a rest or convalescent home, assisted living facility or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

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### Hospital Admission Guaranty

**Hospital Admission Guaranty** means any charge or expense made by a **Hospital** prior to and as a condition of an **Insured Person's** admission.

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### Immediate Family Member

**Immediate Family Member** means an **Insured Person's**:

- 1) spouse;
- 2) children including adopted children or stepchildren;
- 3) legal guardians or wards;
- 4) siblings or siblings-in-law;
- 5) parents or parents-in-law;
- 6) grandparents or grandchildren;
- 7) aunts or uncles;
- 8) nieces and nephews.

**Immediate Family Member** also means a spouse's children, including adopted children or stepchildren; legal guardians or wards; siblings or siblings-in-law; parents or parents-in-law; grandparents or grandchildren; aunts or uncles; nieces or nephews.

---

### Insured Person

**Insured Person** means a person, qualifying as a **Class** member under Section I of the Schedule of Benefits:

- 1) who elects insurance; or
  - 2) for whom insurance is elected,
  - 3) and on whose behalf premium is paid.
- 

### Loss of Life

**Loss of Life** means death, including clinical death, as determined by the local governing medical authority where such death occurs.

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### Medical Evacuation

**Medical Evacuation** means the emergency transportation of an **Insured Person** from the location where such **Insured Person** is injured or becomes ill to the nearest **Hospital** where appropriate medical care and treatment can be provided.

---

### Medically Necessary

**Medically Necessary** means a medical or dental service, supply or course of treatment which:

- 1) is ordered or prescribed by a **Physician**;
- 2) is appropriate and consistent with the patient's diagnosis;
- 3) is in accord with current accepted medical or dental practice; and
- 4) could not be eliminated without adversely affecting the patient's condition.

---

### Medical Services

**Medical Services** means **Medically Necessary** services, including but not limited to:

- 1) medical care and treatment by a **Physician**;
  - 2) **Hospital** room and board and **Hospital** care, both inpatient and outpatient;
  - 3) drugs and medicines required and prescribed by a **Physician**;
  - 4) diagnostic tests and x-rays prescribed by a **Physician**;
  - 5) transportation of an **Insured Person** in an emergency transportation vehicle or taxi from the location where such **Insured Person** becomes injured to the nearest **Hospital** where appropriate medical treatment can be obtained;
  - 6) dental care and treatment due to **Accidental Bodily Injury**;
  - 7) physical therapy, including diathermy, ultrasonic, whirlpool or heat treatment, adjustment, manipulation, massage and the office visit associated with such therapy;
  - 8) treatment performed by a licensed medical professional when prescribed by a **Physician**, if hospitalisation would have been otherwise required;
  - 9) rental of durable medical equipment;
  - 10) artificial limbs and other prosthetic devices;
  - 11) orthopaedic appliances or braces.
- 

### Minor Ailment

**Minor Ailment** means any **Sickness** or **Accidental Bodily Injury** which does not require the use of medication for a period greater than 15 days, more than one follow-up visit to a **Physician**, hospitalization, surgical intervention, or referral to a specialist, and which ends at least 30 consecutive days prior to the departure date. However, a chronic condition or any complication of a chronic condition is not considered a **Minor Ailment**.

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### Natural Disaster

**Natural Disaster** means an event, including but not limited to wind storm, rain, snow, sleet, hail, lightning, dust or sand storm, earthquake, tornado, flood, volcanic eruption, wildfire or other similar event that results in severe damage such that the area in which the **Insured Person** is travelling is declared a disaster area by a competent governmental authority having jurisdiction.

---

### Natural Disaster Expenses

**Natural Disaster Expenses** means:

- 1) the cost for a land, water or air **Conveyance**, required to transport an **Insured Person** from the area in the country where the **Natural Disaster** occurs to the nearest place of safety or the **Insured Person's** domicile or permanent residence; and
- 2) where the **Insured Person** is unable to return to his domicile or permanent residence, the costs for temporary lodging in the nearest place of safety for up to fourteen (14) days.

All transportation arrangements made for an **Insured Person** will be by the most direct and economical route. All **Natural Disaster Expenses** must be arranged by and receive the prior approval of **Our Assistance Services Administrator**.

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### Non-Refundable

**Non-Refundable** means money paid for a covered trip:

- 1) which will be forfeited under the terms of the agreement made with the **Travel Agency or Tour Operator** for unused travel arrangements; and
  - 2) for which the **Travel Agency or Tour Operator** will not provide any other form of compensation.
- 

### Physician

**Physician** means a licensed practitioner of the healing arts, acting within the scope of his or her license to the extent provided by the laws of the jurisdiction in which medical treatment is provided.

**Physician** does not include:

- 1) an **Insured Person**;
  - 2) an **Immediate Family Member**; or
  - 3) the **Policyholder**.
- 

### Policyholder

**Policyholder** means the entity identified in the Insuring Agreement.

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### Political Evacuation Expenses

**Political Evacuation Expenses** means:

- 1) the cost for a land, water or air **Conveyance**, required to transport an **Insured Person** from the country about which the **Travel Warning** has been issued to either the nearest place of safety or the **Insured Person's** domicile or permanent residence; and
- 2) where the **Insured Person** is unable to return to his domicile or permanent residence, the costs for temporary lodging in the nearest place of safety for up to fourteen (14) days.

All transportation arrangements made for an **Insured Person** will be by the most direct and economical route. All **Political Evacuation Expenses** must be arranged by and receive the prior approval of **Our Assistance Services Administrator**.

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### Proof of Loss

**Proof of Loss** means written evidence acceptable to **Us** that a loss has occurred as detailed in the **Claim Proof of Loss** provisions in Section V – General Provisions, and any **Proof of Loss** provisions that may be included in the specific benefits.

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### Reasonable and Customary Charge

**Reasonable and Customary Charge** means the lesser of:

- 1) the usual charge made by **Physicians** or other health care providers for a given service or supply; or
- 2) the charge **We** reasonably determine to be the prevailing charge made by **Physicians** or other health care providers for a given service or supply in the geographical area where it is furnished.

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### Sickness

**Sickness** means illness or disease which requires the attendance of a **Physician**.

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### Stable

**Stable** means any medical condition (other than a **Minor Ailment**) for which all the following statements are true:

- 1) there has been no new diagnosis, treatment or prescribed medication;
  - 2) there has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. Exceptions: the routine adjustment of Coumadin, Warafin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (provided that the dosage is not modified);
  - 3) there has been no new symptom, more frequent symptom or more severe symptom;
  - 4) there have been no test results showing deterioration;
  - 5) there has been no hospitalization or referral to a specialist (made or recommended) and the **Insured Person** is not awaiting the results and/or further investigations for that medical condition.
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### Student Tour

**Student Tour** means a tour operated by the Policyholder for participating students.

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### Terrorist Act

**Terrorist Act** means an act of violence, other than civil disorder or riot, (that is not an act of **War**, declared or undeclared) that results in loss of life or major damage to property, by any person acting alone or on behalf of or in connection with any organization which is generally recognized as having the intent to overthrow or influence the control of any government.

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### Theft

**Theft** means the unlawful taking of personal property belonging to the **Insured Person**.

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### Tour Operator

**Tour Operator** means an entity which organizes travel components into packaged arrangements for sale directly to the traveling public.

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### Travel Agency

**Travel Agency** means an entity with which travel arrangements were made and purchased by the **Insured Person**.

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### Travel Warning

**Travel Warning** means Foreign Affairs and International Trade Canada advises Canadian citizens to avoid all non-essential or all travel to a country while the **Insured Person** is traveling in that country.

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### Trip Cancellation

**Trip Cancellation** means the cancellation of travel arrangements when the **Insured Person** is prevented from traveling on a trip on or before the departure of the trip.

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### Trip Interruption

**Trip Interruption** means the interruption of the **Insured Person's** trip either on the way to the point of departure or after departure of the trip.

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### War

**War** means:

- 1) hostilities following a formal declaration of war by a governmental authority;
  - 2) in the absence of a formal declaration of **War** by a governmental authority armed, open and continuous hostilities between two countries; or
  - 3) armed, open and continuous hostilities between two factions, each in control of territory, or claiming jurisdiction over the geographic area of hostility.
- 

### We, Us and Our

**We, Us and Our** means Chubb Life Insurance Company of Canada.

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### **Certificate**

When required by law, **We** will issue to the **Policyholder** for delivery to the **Insured Person** a Certificate of Insurance. The Certificate of Insurance will describe the benefits, exclusions, limitations, and conditions of this policy and state to whom benefits are payable. Any subsequent changes to this policy will also apply to the existing Certificates of Insurance.

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### **Claim and Suit Co-operation**

In the event of a claim under this policy, the **Policyholder**, the **Insured Person** or authorized representative must fully co-operate with **Us** in **Our** handling of the claim, including, but not limited to, the timely submission of all medical and other reports that **We** may require. If **We** are sued in connection with a claim under this policy, then the **Policyholder**, the **Insured Person** or authorized representative must fully co-operate with **Us** in the handling of such suit. The **Policyholder**, the **Insured Person** or authorized representative must not, except at their own expense, voluntarily make any payment or assume any obligation in connection with any suit without **Our** prior written consent.

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## **Claim Forms**

When **We** receive notice of a claim, **We** will send the **Insured Person** or the **Insured Person's** designee, within fifteen (15) days, forms for giving **Proof of Loss** to **Us**. If the **Insured Person** or the **Insured Person's** designee does not receive the forms, then the **Insured Person** or an **Insured Person's** designee should send **Us** a written description of the loss. This written description should include information detailing the occurrence, type and extent of the loss for which the claim is made.

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## **Claim Notice**

Written Claim Notice must be given to **Us** or any of **Our** brokers or appointed agents within twenty (20) days after the occurrence or commencement of any loss covered by this policy or as soon as reasonably possible. Notice must include enough information to identify the **Insured Person** and **Policyholder**. Failure to give Claim Notice within twenty (20) days will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible.

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## **Claim Payment**

All payments by **Us** are subject to receipt of complete **Proof of Loss**. **We** will pay the **Insured Person** the applicable **Benefit Amount** within sixty (60) days after **We** receive complete **Proof of Loss** if the **Insured Person** and the **Policyholder** have complied with all the terms of this policy; if the **Insured Person** is a minor, **We** will pay the **Insured Person's** parent or legal guardian.

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## **Claim Proof of Loss**

Complete **Proof of Loss** must be given to **Us** within ninety (90) days after the date of loss, or as soon as reasonably possible. Failure to give complete **Proof of Loss** within these time frames will not invalidate or reduce any otherwise valid claim if notice is given as soon as reasonably possible, and in no event later than one (1) year after the deadline to submit complete **Proof of Loss**, except in cases where the claimant lacks legal capacity.

**We** have a right to examine under oath, as often as **We** may reasonably require, the **Insured Person** or the **Insured Person's** authorized representative, if applicable, and the **Policyholder**. **We** may also require the **Insured Person** or the **Insured Person's** authorized representative, if applicable, and **Policyholder** to provide a signed description of the circumstances surrounding the loss and their interest in the loss. The **Insured Person** or the **Insured Person's** authorized representative, if applicable, and the **Policyholder** will also produce all records and documents requested by **Us** and will permit **Us** to make copies of such records or documents.

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## **Compliance by Policyholder and Insured Person**

**We** have no duty to provide insurance under this policy unless the **Policyholder** and the **Insured Person** have fully complied with all the terms and conditions of this policy.

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## **Governing Jurisdiction and Conformance With Statutes**

This policy is governed by the laws of the province in which it is delivered to the **Policyholder** and the laws of Canada applicable therein. Any terms of this policy which are in conflict with the applicable statutes, laws or regulations of the jurisdiction in which this policy is delivered are amended to conform to such statutes, laws or regulations.

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## **Inadvertent Error**

The insurance provided under this policy will not be prejudiced by the failure on the part of the **Policyholder** to transmit reports, collect and remit premium or comply with any of the terms and conditions of this policy when such failure is due to an inadvertent error or clerical mistake, provided that such inadvertent error or clerical mistake is corrected promptly upon discovery.

An inadvertent error or clerical mistake by **Us** or by the **Policyholder** may be corrected upon discovery with notice by the **Policyholder** to **Us** or by **Us** to the **Policyholder**.

---

## **Legal Action Against Us**

No legal action may be brought to recover on this policy until sixty (60) days after **We** have been given complete **Proof of Loss**. No such action may be brought after three (3) years from the time complete **Proof of Loss** is required to be given. No such action may be brought unless there has been full compliance with all of the terms of this policy.

Any legal action brought against **Us** in connection with or relating to this policy, regardless of whether framed in contract or in tort, shall without exception be brought and determined exclusively in the courts of the province in which this contract was delivered to the **Policyholder**.

In no case will **We** be liable for benefits that are not payable under the terms of this policy or that exceed the applicable **Benefit Amounts** or limits of insurance of this policy.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act, Limitations Act, 2002 or other applicable legislation.

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