

## SECTION I - INSURING AGREEMENT

In consideration of the payment of the premium, the *insurer* agrees to reimburse up to the limits detailed on the *insured person's* certificate of insurance for costs incurred during the policy period subject to all of the exceptions, limitations and provisions of this policy.

The expatriate health insurance under this policy is designed to cover Canadian citizens or those who hold Canadian landed immigrant status for *injury* or *sickness* while working or living outside Canada. *etfs* has contracted *European Benefits Administrators* (herein after called "*EBA*") to provide assistance services and pay claims under this policy.

**Notice to the *insured person*: If you are hospitalized, you cannot assume that someone has contacted *EBA* on your behalf, it remains your responsibility to ensure that *EBA* is contacted within forty-eight (48) hours after admission, or as soon as reasonably possible.**

Please read this policy and keep it in a safe place. Any word explained in the Definitions section herein will have the same meaning throughout this document.

A certificate of insurance will be issued only when an *insured person* has completed an application form that has been accepted by the *insurer* and the required premium has been paid.

The currency of this policy is expressed in Canadian dollars (*CAD*).

If you select a *deductible* option, the expenses covered will be limited to the eligible expenses described in your policy, after the application of the *deductible per insured person*, per calendar year. Your *deductible* amount will appear on your certificate of insurance.

## SECTION II - EFFECTIVE DATE AND POLICY TERM

This policy takes effect at 12:01 a.m. Standard Time on the *effective date*, from which date all insurance terms shall be calculated. It remains in force for the period for which premium has been paid. It may be renewed subject to the consent and conditions of the *insurer* for further

consecutive terms, not exceeding twelve (12) consecutive months, upon payment of premium at the rate and in the amount determined at the time of renewal by the *insurer*.

## SECTION III - ELIGIBILITY

For the purposes of this policy, *insured persons* shall be considered as those persons who:

- are under age seventy (70),
- are Canadian citizens or hold Canadian landed immigrant status,
- have completed and signed the application form in acceptance of the policy terms and conditions and have been accepted by the *insurer*,

d) have paid the required premium.

Newborn children shall be eligible to apply for insurance on the fifteenth (15) day after discharge from the *hospital* where the birth took place.

## SECTION IV - MAXIMUM LIMIT

Notwithstanding the limits stated in the separate sections of this policy, the *overall maximum limit per injury or sickness* shall not exceed one million dollars (\$1,000,000) *CAD*.

## SECTION V - DEFINITIONS

Throughout this policy, defined words are written in italics.

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

**CAD** means Canadian dollars.

**Country of residence** means the country the *insured person* declares on the application form as the country in which he/she permanently resides as a Canadian expatriate.

**Deductible** (if applicable) means the dollar amount, in *CAD*, for which the *insured person* is liable, as stated on his/her certificate of insurance, before any remaining eligible *medical expenses* are reimbursed under this policy.

**Dependent** means:

- The spouse of an *insured person* (but excluding those legally separated), under the age of seventy (70).
- Unmarried children, step-children, foster children and legally adopted children, who are dependent on the *insured person* for support, provided that such children are not less than fifteen (15) days old and not more than eighteen (18) years old at the date the policy was purchased (or twenty-four (24) years old provided it can be proven that the *dependent* is continuing in full-time education and is dependent on the insured for support).

**Effective date** means the date on which the coverage under this policy first begins, as specified on the certificate of insurance.

**Emergency** means a sudden and unexpected turn of events or change of condition that requires immediate *medical treatment* and which first manifests itself while this policy is in force as to the *insured person*.

**European Benefits Administrators/EBA** means the company appointed by *etfs* to provide medical assistance and claims services under this policy.

**Expert Travel Financial Security (E.T.F.S.) Inc./etfs** means the plan administrator and authorized representative of the *insurer*.

**Home country** means the country for which the *insured person* holds a passport. Where the *insured person* holds more than one passport, the home country will be taken to mean the country that the *insured person* has declared on the application form. Where a family is to be covered by the policy, there will be deemed to be one *home country* for the family, which will be the *home country* declared on the application form.

**Hospital** means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of a *sickness* and *injury* in the acute phase, or active treatment of chronic *sickness*; which has facilities for diagnosis, major surgery and *in-patient* care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

**Immediate family member** means your mother, father, child, siblings, spouse.

**Injury** means an unexpected and unforeseen harm to the body caused by an *accident* occurring while the policy is in force and resulting, directly and independently of all other causes, in the *insured person* incurring *medical expenses*.

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

**Insured Person/You/Your** means an eligible person as defined in the Eligibility section of this policy.

**Insurer** means Royal & Sun Alliance Insurance Company of Canada.

**Medical expenses** means those medical and related expenses for which coverage is provided under the Benefits section of this policy which are necessarily incurred as a result of an *injury* or *sickness* while coverage is in force under this policy as to the *insured person*.

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

**Minor ailment** means any condition which does not require the use of medication for a period of greater than fifteen (15) days, more than one follow-up visit to a registered practitioner, hospitalization, surgical intervention or referral to specialist, and which ends at least thirty (30) consecutive days prior to the *effective date* of coverage. However, a chronic condition or complications of a chronic condition are not considered a *minor ailment*.

**Out-patient** means an *insured person* who receives *medical treatment*, including diagnostic services at a *hospital*, or other medical institution, or at a *physician's* office; where the *insured person* is not admitted or confined to a *hospital* bed as an *in-patient*.

**Overall maximum limit** means the total aggregate benefits limit that may be claimed as the result of any one *injury* or *sickness* by an *insured person*. Such limit is indicated in the Maximum Limit section of this policy.

**Physician** means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her licensed authority. A *physician* must be a person other than you or an *immediate family member*.

**Reasonable and customary costs** means costs that are incurred for eligible *medical expenses* or supplies and that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* or *injury*.

**Sickness** means a disease or disorder of the body which results in loss while this policy is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* or surgeon for the purpose of *medical treatment*.

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

## SECTION VI - BENEFITS

### Part A – In-patient Hospital Benefits

When, by reason of *injury* or *sickness*, an *insured person* is hospitalized, the *insurer* will pay the *reasonable and customary costs per insured person per injury or sickness* for room and board charges (up to semi-private room accommodation), including the costs relating to *physicians*, surgeons, diagnostic services, nursing, operating room, laboratory tests, prescription drugs, dressings, medical appliances such as crutches, casts, splints, canes, slings, trusses, braces, and the temporary rental of a wheelchair when prescribed by a *physician* or surgeon, and any other necessary costs charged by the *hospital* for *in-patient hospital* services, as well as costs incurred in an intensive care unit.

### Part B - Paramedical Services

The services of a chiropractor, physiotherapist, osteopath, podiatrist or acupuncturist up to a maximum of \$500 CAD per profession, per injury or sickness.

### Part C - Nursing at Home

The *reasonable and customary costs* for the medical services of a licensed nurse in the *insured person's* home when prescribed by a *physician* or surgeon and related directly to a medical condition for which the *insured person* has received or is receiving *medical treatment* covered under this policy. This benefit is available for up to twelve (12) weeks to a maximum limit of \$10,000 CAD. The nurse cannot be an *immediate family member* or currently be residing with the *insured person*.

### Part D - Ambulance Charges

Charges for necessary licensed ground ambulance transportation to the nearest *hospital*, or from one *hospital* to another.

### Part E - Out-patient Services

Notwithstanding the foregoing, all insured services under Part E, which are payable for care of the *insured person* outside a *hospital* shall be limited to a maximum amount of \$10,000 CAD per *insured person per injury or sickness*. When by reason of *injury* or *sickness*, an *insured person* incurs expenses while under the regular care and attendance of a *physician* or surgeon, the *insurer* will pay the *reasonable and customary costs* incurred for the following:

1. *Physician* or surgeon's service fees.
2. Diagnostic services such as but not limited to laboratory tests and x-ray services, radiographs and nuclear medicine procedures used to diagnose and treat medical conditions. Laboratory and x-ray services must be provided by or ordered by a *physician* or surgeon. This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are pre-authorized by *EBA*.
3. Drugs, medicine, serums and vaccines obtainable only upon a written prescription and dispensed by a pharmacist, *physician* or surgeon.
4. Rental (or purchase, at the option of the *insurer*) of braces, crutches, wheelchair, hospital-type bed, iron lung, or other approved durable equipment for temporary therapeutic use.
5. Blood or blood plasma (includes the administration of blood).
6. Charges for splints, trusses, casts and cast materials.

### Part F - Emergency Dental Treatment

When an accidental blow to the mouth or face results in *injury* to an *insured person*, the *insurer* will pay for the *emergency* dental treatment necessary to restore or replace permanently attached artificial teeth or sound natural teeth lost or damaged in an *accident*, for which dental treatment is initiated within forty-eight (48) hours following an *accident* and completed within the policy period. Detailed medical documentation from a dentist, *physician* or surgeon must be provided to support an *insured person's* claim.

All indemnity payable for *emergency* dental treatment is subject to a maximum amount of \$5,000 CAD per *insured person*, per *injury*.

The *insurer* will reimburse the *insured person* in accordance with the suggested schedule of fees published by the Dental Association in the country in which treatment was received. If no such schedule of fees exists the *insurer* will reimburse according to the Dental Fee Guide in the *insured person's* normal province or territory of residence in Canada.

### Part G - Repatriation or Local Burial

When a covered *injury* or *sickness* results in loss of life of an *insured person*, the *insurer* will pay for the preparation and the transportation of the mortal remains of the *insured person* from the place of death to the country of permanent residence or back to Canada, or for the preparation and local burial of the mortal remains of an *insured person* where loss of life occurs outside Canada. This benefit is limited to \$10,000 CAD and is excluded where death occurs in Canada. The cost of a casket or urn is excluded.

### Part H - Emergency Medical Evacuation

This benefit MUST be pre-authorized by *EBA*. Failure to obtain pre-authorization from *EBA* will limit all indemnity payable for eligible *emergency* medical evacuation costs and for *injury* or *sickness* costs to 80% up to a maximum of \$25 000 CAD, except in cases of a critical medical *emergency* when it is proven and accepted by *EBA* that *EBA* could not have been reached prior to a necessary *emergency* medical evacuation.

When, by reason of *injury* or *sickness*, it is deemed medically necessary to evacuate an *insured person* who has a critical medical condition to the nearest *hospital* equipped to provide appropriate care and facilities, the *insurer* will reimburse the *reasonable and customary costs per insured person per injury or sickness* for *emergency* medical evacuation and medical care to such *hospital*. The *insurer* will also reimburse reasonable transportation costs for one other *insured person* accompanying the patient when this is deemed necessary, and will pay the cost of a one way economy airfare back to the *insured person's* country of permanent residence. Benefits under Part H are not applicable in the event of a complicated maternity.

### Part I - Compassionate Emergency Travel

In the event that an *insured person* suffers an *injury* or *sickness* and is confined to a *hospital* outside Canada for a minimum period of seven (7) consecutive days, or suffers loss of life outside Canada, the *insurer* will pay a single round-trip economy airfare for an *immediate family member* to attend the *insured person* and/or identify the *insured person*. *EBA* will arrange for repatriation of the *insured person's* remains. This benefit includes meals and accommodations for one *immediate family member* up to a maximum of \$150 per day, is limited to \$3,000 CAD per *insured person*, per *injury* or *sickness* and MUST be pre-approved by *EBA*.

### Part J - Parent Accompanying Child

When an *insured person* under fifteen (15) years of age is hospitalized as an *in-patient*, the *insurer* will pay the *reasonable and customary costs per insured person per injury or sickness* charged by the *hospital* for one parent to stay with the child. Furthermore, if an *insured person* who is a single parent is confined to a *hospital* as an *in-patient*, the *insurer* will pay the *reasonable and customary costs* for a *dependent* child under fifteen (15) to stay with the *insured person*.

### Part K - Complicated Maternity

When an *insured person* is hospitalized due to a pregnancy diagnosed as complicated by a specialist, *physician* or surgeon, the *insurer* will pay the *reasonable and customary costs* for *hospital* and *medical expenses* incurred for pre-natal care, childbirth and post-natal care treatment subject to a maximum of \$5,000 CAD per *insured person*, per *injury* or *sickness*.

This benefit is only payable when the expected date of birth is at least ten (10) months after the *effective date* of coverage of the *insured person*.

### Part L - Emergency Coverage in the United States (Available to worldwide coverage excluding USA only)

*Reasonable and customary costs*, up to the limitations specified in the Benefits section of this policy, for *emergency* treatment of an *injury* or *sickness* while traveling in the United States. Coverage shall be limited to a period of no more than fourteen (14) days per trip. *Emergency medical treatment* must be recommended by a *physician* or surgeon. If the *insured person's* return to *country of residence* is delayed due to *injury* or *sickness* covered under this benefit, this coverage will be extended automatically until discharge from the *hospital*. The coverage will only be extended if the *insured person* is admitted as an *in-patient* for *emergency medical treatment* of an injury or sickness before the expiry of the fourteen-day (14-day) coverage. Proof of the date of entry into the United State may be required.

## SECTION VII - LIMITED USA COVERAGE FOR EMERGENCY MEDICAL TREATMENT

If you are outside the United States and have an *injury* or *sickness* that necessitates *emergency medical treatment* provided within the United States, and *EBA* has decided that *medical treatment* in the United States is the only viable option, you will be covered for such an *emergency* according to the terms and conditions of the policy. The decision to transfer you to the United States must

be approved by *EBA* in advance of such transfer and *emergency medical treatment*. *EBA* in conjunction with your treating *physician* will decide when you are able to return to your *country of residence*.

## SECTION VIII - OTHER INSURANCE

This insurance is a second payor plan. For any loss *insured* by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other liability insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which an *insured person* is insured under such other coverage.

All coordination with employee related plans follows Canadian Life and Health Insurance Association guidelines. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$ 50,000 CAD or less.

## SECTION IX - TERMINATION DATE OF INSURANCE

The insurance of an *insured person* shall terminate on the earliest of the following:

1. The date this policy is terminated.
2. The date that any premium required or due on the part of the *insured person* remains unpaid.
3. The date that the *insured person* reaches the age of seventy (70).
4. Ninety (90) days after the date the *insured person* permanently returns to Canada provided that the *insured person* has been insured under this policy for a period in excess of three

hundred and sixty-five (365) consecutive days, or such earlier date after the *insured person* returns to Canada permanently and becomes eligible for coverage under any Canadian Government Health Insurance Plan.

The insurance of a *dependent* shall terminate on:

1. The date a *dependent* ceases to be an eligible *dependent* as defined in this policy.
2. The date the *insured person* ceases to be eligible as defined in this policy.

## SECTION X - EXCLUSIONS

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Any condition (except for a *minor ailment*) for which the *insured person* has sought or received *medical treatment*, advice, follow-up visits, counseling, or has taken prescription drugs within one hundred and eighty (180) days prior to becoming insured under this policy. Such condition shall be covered when subsequently a continuous period of not less than three hundred and sixty-five (365) consecutive days has passed during which time the *insured person* has not sought or received *medical treatment*, advice, follow-up visits, counseling, nor has taken prescription drugs related to such condition.
2. Air travel, other than as a passenger in a certified commercial aircraft providing passenger service which complies with government regulations concerning pilot licensing and current certificates of airworthiness.
3. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.
4. *Terrorism* or by any activity or decision of a government agency or any 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 except for ensuing loss or damage which results directly from fire or explosion.
5. *Medical expenses* incurred as a result of symptomatic or asymptomatic HIV infection, HIV-related conditions and AIDS (Acquired Immune Deficiency Syndrome), including and associated diagnostic tests or charges.
6. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
7. Committing or attempting to commit an illegal act or a criminal act.
8. A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless *you* are hospitalized.
9. Pregnancy, miscarriage, childbirth or termination of pregnancy or expenses relating thereto, except as provided under Part K of the Benefits section of this policy.
10. *Emergency* medical evacuation as a result of a complicated maternity.

11. Participation in any sports as a professional athlete (person who engages in an activity as one's main paid occupation), motorized or mechanically assisted racing or speed contests (an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event), scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering or a flight *accident* (unless *you* are travelling as a fare paying passenger on a commercial airline).
12. a) Medication overdose or abuse whether or not *you* are sane;  
b) alcoholism, drug or substance abuse or addiction;  
c) conditions that are attributed to alcohol, drug or substance abuse or addiction; or  
d) while being under the influence of drugs; or  
e) while being impaired by drugs or alcohol or having an alcohol concentration that exceeds eighty (80) milligrams in one hundred (100) milliliters of blood or that exceeds the current legal maximum in the jurisdiction where the *insured person* is at the time of loss, whichever is the least.
13. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
14. Routine medical examinations, preventative medicines (including vaccinations, the issue of medical certificates and attestations, and examinations as to suitability for employment, travel or for a third party).
15. Organ transplants.
16. Elective and/or cosmetic surgery or treatment, whether or not for psychological reasons unless required as the result of *injury* incurred while this policy is in force.
17. *Medical 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.
18. Persons age seventy (70) or over.
19. Any costs incurred arising during any period for which the appropriate premium has not been paid or while the policy is not in force as to the *insured person*.

## SECTION XI - STATUTORY CONDITIONS

### The Contract

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

### Waiver

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

### Copy of Application

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

### Material Facts

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

### Notice and Proof of Claim

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

- a) give written notice of claim to *EBA* by delivery thereof or by sending it by registered mail to *EBA* not later than thirty (30) days from the date the claim arises under the contract on account of an *accident* or *sickness* ;
- b) within ninety (90) days from the date a claim arises under the contract on account of an *accident* or *sickness* , furnish to *EBA* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness* , and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
- c) if so required by *EBA* or the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract.

### Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one (1) year from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

### Insurer to Furnish Forms for Proof of Claim

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

### Rights of Examination

As a condition precedent to recovery of insurance money under this contract;

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

### When Money Payable

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

### Limitation of Actions

An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one (1) year (two (2) years in the Northwest Territories, three (3) years in the province of Quebec) after the date the insurance money became payable or would have become payable if it had been a valid claim.

## SECTION XII - CLAIMS REQUIREMENTS

The *insurer* will pay benefits provided that:

1. the *insured person* has contacted *EBA* and received pre-authorization for any costs to be incurred as an *in-patient*. In an *emergency* when *EBA* cannot be contacted in advance, then the admission to *hospital* must be reported as soon as possible and in any event not later than forty-eight (48) hours after admission.
2. written details of all claims have been sent to the *EBA* as soon as possible and in any event not later than ninety (90) days from the beginning of the *medical treatment*.
3. all documentation relating to the claim including the claim form and accounts are originals and not copies.
4. the required premium has been paid relative to the *insured person* making the claim.

It is understood that:

1. the *insurer* can ask for medical information from any *physician* or *surgeon* as often as required;
2. the *insurer* shall be notified of any circumstances that may lead to a claim against a third party or any other insurance; and
3. in the case of a claim in the *insured person's home country*, proof of the *insured person's* entry date into their *home country* is provided.

All pertinent information must be sent to:

### EUROPEAN BENEFITS ADMINISTRATORS

**NORTH & SOUTH AMERICA**  
Suite 1100, 940 - 6th Avenue SW  
Calgary, AB T2P 3T1, **CANADA**  
**Telephone:** +1 403 539 6134  
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Dubai - **UNITED ARAB EMIRATES**  
**Telephone:** +971 4 365 1303  
**Fax:** +971 4 363 7327  
adminmea@euroben.com

## SECTION XIII - GENERAL PROVISIONS AND LIMITATIONS

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

**Applicable Law** - This contract of insurance is governed by the law of the Canadian province or territory of residence of the *insured*. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.

**Misrepresentation and Non Disclosure** - The completed and signed application and/or medical questionnaire (if applicable) is essential to the appraisal of the risk by the *insurer* and is the basis of and forms part of *your* contract. Any erroneous responses thereon constitute material misrepresentation or concealment relating to an essential component of the contract which renders *your* insurance void. Consequently and following a loss, no claim shall be payable by the *insurer* and *you* shall be solely responsible for all expenses relating to *your* claim, including *emergency* medical evacuation costs. The entire coverage under this policy shall be void if the *insurer* determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

**Payment of Benefits** - *EBA* will, on behalf of the *insurer*, make payment to the *insured person* or legal representative or directly to the provider of *medical treatment* or services. Payment will be made in Canadian currency. In the event that a claim must be paid in foreign currency, the rate of exchange prevailing at the time of settlement will be used in the calculation of the payment.

**Return to Home Country** - Benefits shall be limited to a period (in the aggregate) of ninety (90) days per year for *insured persons* returning or receiving *medical treatment* in their *home country*. For Canadian Nationals returning permanently to Canada, and where the *insured person* has been *insured* under this policy for a period in excess of three hundred and sixty-five (365) days,

coverage will be automatically extended for a period of not more than ninety (90) days. *Insured persons* must notify *EBA* of the date of return to their *home country* within thirty (30) days of the date of return. Proof of the date of return may be required.

**Subrogation** - If an *insured person* suffers a loss covered under this policy, the *insurer* is granted the right from the *insured person* to take action to enforce all the rights, powers, privileges and remedies of the *insured person* upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to the *insured person*, regardless of fault, the *insurer* is granted the right to make a demand for, and recover those benefits. If the *insurer* institutes an action, the *insurer* may do so at its own expense, in the *insured person's* name, and the *insured person* will attend at the place of loss to assist in the action. If the *insured person* institutes a demand or action for a covered loss he/she shall immediately notify the *insurer* so that it may safeguard its' rights.

The *insured person* shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do such things as are necessary to secure the *insurer's* rights.

**Transfer to Another Hospital (within the USA Only)** - Whether prior to admission, during a covered hospitalization or after *your* release from the *hospital*, *EBA* reserves the right to transfer the *insured person*, without danger to his/her health, to one of our preferred health care providers for *medical treatment* of an *injury* or *sickness*. If the *insured person* declines to be transferred when declared medically stable by *EBA*, the *insurer* will be released from any liability for expenses incurred for such *injury* or *sickness* after the proposed transfer date. *EBA* will choose the *hospital* and arrange the transfer of the *insured person* making every provision for the *insured person's* medical condition.

**Availability and Quality of Care** - The *insurer*, **etfs**, *EBA* and their authorized representatives shall not be held responsible for the accessibility, availability, quantity, quality or results of any *medical treatment* received by any *insured person* or failure of the *insured person's* to obtain *medical treatment*.

## SECTION XIV - REFUNDS

A full refund of the premium paid will be made provided that **etfs** receives a written request prior to the *effective date*.

The premium may be partially refunded on a monthly pro rata basis (less an administration fee of twenty-five dollars (\$25) *CAD* per *insured person*) should the *insured person's* situation change

during the policy period, provided that no claim has been incurred. Once **etfs** has received satisfactory evidence that the *insured person* is eligible for a refund, it will be calculated from the date of the *insured person's* written request is received.

## SECTION XV - IDENTIFICATION OF INSURER

Underwritten by:



Administered by:



Viator™ Individual Expatriate Health Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada and administered by Expert Travel Financial Security (E.T.F.S.) Inc. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *EBA*.

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™ The following is a trademark of Expert Travel Financial Security (E.T.F.S.) Inc.: the **etfs** logo.