



**guard.me GLOBAL  
TRAVEL INSURANCE POLICY  
PLAN B**

**Underwritten By  
Old Republic Insurance Company of Canada**

**TRAVEL INSURANCE PLAN B**

**The guard.me Global Travel Insurance Plan B (with no trip cancellation) consists of two components:**

- 1) guard.me Global Travel Insurance Policy Underwritten by Old Republic Insurance Company of Canada**

Please see attached **guard.me Global Travel Insurance Policy** commencing on **page 2** of this document for complete descriptions of the benefits (including benefit limits), terms, conditions, limitations and exclusions for the plan purchased.

- 2) guard.me International Student Third Party Liability Rider Underwritten by Unica Insurance Inc.**

<b>BENEFIT</b>	<b>BENEFIT MAXIMUM</b>
Third Party Liability.....	\$1,000,000

Please see guard.me International Student Third Party Liability Rider attached to the **guard.me Global Travel Insurance Policy** on **page 23** for complete descriptions of the benefits, terms, conditions, limitations and exclusions.

**BEFORE YOU DEPART**

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 17. If **you** have any questions, contact **guard.me**.

This **policy** covers only the specific situations, events and losses mentioned in this document and only under the conditions **we** describe.

This **policy** is secondary to all other sources of coverage. Any benefits payable under this **policy** are in excess of any other coverage **you** may have with any other insurance company or any other source of recovery, including any credits or travel vouchers **you** are entitled to.

**10 DAY RIGHT TO EXAMINE**

**You** may cancel this **policy** within 10 days of purchase for a full refund if **you** have not departed on **your covered trip** and there is no claim in process.

**IMPORTANT NOTICE**

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that **you** read and understand **your policy** before **you** travel as **your** coverage is subject to certain limitations, conditions or exclusions.
- **Pre-existing condition** exclusions may apply to **medical conditions** and/or symptoms that existed prior to **your covered trip**. Check page 4 to see how these apply to **your policy** and how they relate to **your departure date**, date of purchase or **effective Date**.
- In the event of an **injury** or **sickness**, prior medical history will be reviewed when a claim is reported.
- This **policy** provides travel assistance and **you** are required to notify the **emergency assistance provider** prior to **treatment**. This **policy** limits benefits should **you** not contact the assistance provider within the specified time period.

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## ELIGIBILITY REQUIREMENTS

**guard.me Global Travel Insurance** is available to persons under 65 years of age on the **departure date**, travelling outside their **home country** as a student, faculty, teacher, chaperone, participant in educational/business/cultural exchanges, along with their **spouse**, parents and dependents over the age of 15 days and under 19 years.

If **you** do not meet the requirements and conditions listed below, **your** insurance is void and the **company's** liability is limited to a refund of the premium paid:

- **You** must be insured for the full duration of the **covered trip**.
- The **policy** must be purchased prior to **your** departure from Canada.
- Coverage is effective throughout the world except in **your home country**.
- **You** must not have a **medical condition** for which a **physician** has advised **you** against travel prior to **your effective date**.
- **You** must not have been diagnosed with a **terminal sickness** prior to **your effective date**.
- The **covered trip** must not exceed 365 days.
- Any child born during the **covered trip** is not entitled to coverage under this **policy**.

## SCHEDULE OF MAXIMUM BENEFITS

BENEFIT SECTIONS		PLAN B
1	TRAVEL ASSISTANCE	INCLUDED
2	EMERGENCY MEDICAL	
	HOSPITAL & MEDICAL	\$2,000,000
	ACCIDENTAL DENTAL	\$1,500
	EMERGENCY MEDICAL EVACUATION/ RETURN HOME	\$2,000,000
	ACCOMMODATION & MEALS	\$450
	INCIDENTAL EXPENSES	\$250
	REPATRIATION OF REMAINS	\$2,000,000
	CREMATION/BURIAL AT DESTINATION	\$5,000
3	BAGGAGE & PERSONAL EFFECTS	\$800
	BAGGAGE DELAY	\$100
	MAXIMUM PER ITEM	\$300
	PERSONAL MONEY	\$100
4	ACCIDENTAL DEATH AND DISMEMBERMENT	\$25,000

## IMPORTANT INFORMATION ABOUT PRE-EXISTING CONDITIONS

A **pre-existing condition** is any **medical condition** other than a **minor illness** that exists prior to **your effective date**. Coverage is provided for a **pre-existing condition** if it was **stable** within the time periods listed in the Stability Table below:

STABILITY TABLE		
Age	Stability Period	Counting Back From
0-59	60 days	Departure Date
60 and over	90 days	

Coverage is not provided for any claims arising from:

- a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina;
- a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone).

## PERIOD OF COVERAGE

### Effective Date – When Coverage Begins

**Your** coverage begins on the **departure date** when **you** leave Canada on **your covered trip**.

## When Coverage Ends

**Your Coverage** ends on the earliest of the following events:

1. The date and time **you** cancel **your** insurance prior to departure;
2. When **you** cancel **your covered trip**;
3. On the date **you** return to Canada;
4. The date **your policy** expires as shown on **your policy** confirmation document or **application** for this insurance; or
5. The date **you** cease to be eligible for coverage under this **policy**.

**Your** coverage will not end if **you** temporarily return to Canada or **your home country** to attend a funeral or got to the bedside of a **hospitalized family member**. In such a case, **your policy** will remain in effect up to **your original return date** except **we** will apply the **pre-existing condition** exclusion based on **your new departure date** upon continuing **your covered trip**.

## Automatic Extension of Coverage

**Your** insurance will automatically be extended beyond **your** scheduled **return date** as shown on **your policy** confirmation document or **application** for this insurance if:

1. **Your** scheduled **common carrier** is delayed or **you** are delayed due to circumstances beyond **your** control, coverage will be extended for up to 72 hours; or
2. **You, your travelling companion** or a **family member** travelling with **you** are admitted to **hospital** on or prior to **your** scheduled **return date**. Coverage will be extended for the duration of the **hospital** stay and for up to 5 days after discharge from the **hospital** while outside Canada; or
3. **You, your travelling companion** or a **family member** travelling with **you** are unable to travel due to a medical reason that does not require hospitalization. Coverage will be extended for up to 3 days and must be documented by a **physician** at **your** destination.

## Extending Coverage After Departure

If **you** decide to extend **your covered trip** after departure, call **guard.me**.

**We** will extend **your** coverage under this **policy** beyond **your** scheduled **return date**, as long as:

1. **You** have not experienced an **injury** or **sickness**, or have not had medical **treatment** during **your covered trip**;
2. Coverage under this **policy** is in force at the time **you** request an extension; and
3. **You** pay any additional required premium for such extension.

In all other circumstances, coverage may be extended, but only at **our** discretion. In no event shall coverage be extended for a period exceeding 365 days from **your** original **departure date**.

Failure to make medical information known will render this coverage extension null and void.

## How Do You Become Insured

**You** become insured and this document becomes an insurance **policy**:

- When **you** are named on a completed insurance **application**; and
- When **you** pay the required premium on or before **your** coverage **effective date**.

## TRAVEL ASSISTANCE

### When It Applies

If **you** require **emergency** medical assistance or other help while travelling on **your covered trip**.

### What We Provide – 24/7

- a) Medical Assistance
- b) Medical Evacuation and Repatriation Assistance
- c) Emergency Return Home Travel Assistance
- d) Travel Arrangement Assistance
- e) Lost or Delayed Baggage or Document Assistance
- f) Legal or Translation Assistance

**You** will be responsible or any related charges not covered by the **policy**.

### What To Do When You Need Assistance

Have **your policy** number or **policy** confirmation with **you** at all times. **You** can contact **our** assistance provider at the telephone numbers listed below. Access is available 24 hours per day, 365 days per year. If **you** cannot successfully place a collect call to the **emergency assistance provider** as instructed, please dial direct and submit the charges incurred to make the call along with **your** claim documents.

USA & Canada	1-800-334-7787
Direct Dial Collect	1-905-667-0587
Email: <a href="mailto:assistance@oldrepubliccanada.com">assistance@oldrepubliccanada.com</a>	

When contacting **our** assistance provider, please provide **your** name **your** policy number, **your** location and the nature of the **emergency**. **You** will be referred to the most appropriate service provider for **your** situation. Where a claim is payable, **we** will arrange, to the extent possible, to have any medical expenses billed directly to the **company**.

### Limitation on Emergency Assistance Provider Services

The **company** and/or the **claims administrator** and/or the **emergency assistance provider** will use its best efforts to provide services during any event, but reserves the right to suspend, curtail or limit services in any area or country if the need arises.

The **emergency assistance provider's** obligation to provide services described in this **policy** is subject to the terms, conditions, limitations and exclusions set out in this **policy**. The medical professional(s) suggested or designated by the **company, claims administrator** or the **emergency assistance provider** to provide services according to the benefits and terms of this **policy** are not employees of the **company, the claims administrator** or the **emergency assistance provider**. Therefore, the **company, the claims administrator** and the **emergency assistance provider** shall not be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any medical **treatment** or service **you** may receive or **your** failure to obtain or receive any medical **treatment** or service.

## EMERGENCY MEDICAL

### When It Applies

If **you** experience a medical **emergency** while on **your covered trip**.

## What We Cover

1. **Emergency medical expenses:** as listed below and ordered or prescribed by a **physician** as **medically necessary** for diagnosis or **treatment of your emergency sickness or injury:**
  - a) the services of a **physician**, surgeon or in-**hospital** duty nurse;
  - b) **Hospital** room and board charges up to the semi-private room rate. This will include expenses for a cruise ship cabin or hotel room, not already included in the cost of **your covered trip**, if recommended as a substitute for a **hospital** room for recovery of an **injury** or **sickness**;
  - c) transportation furnished by a professional ambulance company to and from a **hospital**;
  - d) up to \$50 each way if a local taxi service is required to get **you** to and from the nearest medical service provider for a minor **emergency**;
  - e) **Your emergency** evacuation from a remote location to the nearest appropriate **hospital** that can provide the necessary **emergency** medical **treatment** as determined and arranged by **our emergency assistance provider**;
  - f) diagnostic procedures, laboratory procedures and **treatment**, subject to prior approval by **us**;
  - g) medical equipment purchased or rented for therapeutic purposes subject to prior approval by **us**;
  - h) prescription medications required to **treat** any **emergency medical condition** or **injury**, which are prescribed by a **physician** and dispensed by a licensed pharmacist (maximum 30 day supply);
  - i) one follow-up visit following **emergency treatment** or one follow-up visit following **hospital** discharge for an **emergency** that is covered by this **policy**. The follow-up visit must be recommended by a **physician** at the time of discharge and take place within the required time frame recommended for an initial follow-up visit. The cost of this follow-up visit is limited to \$500.
  - With respect to all **emergency** medical expenses, **you** or someone acting on **your** behalf are required to immediately contact **our** 24 hour assistance line at the telephone numbers provided on page 6 of this **policy** before admission to **hospital** or within **24 hours** after a life or organ-threatening **emergency**. Failure to do so will result in **you** being responsible for **30%** of any eligible expenses incurred.
  - The **company** reserves the right to return **you** to **your home country** before any **treatment** or following **emergency treatment** for **sickness** or **injury**, if the medical evidence obtained from **our** medical advisor and **your** local attending **physician** confirms **you** are able to return to **your home country** without endangering **your** life or health.
  - If **you** elect not to return to **your home country** following the **company's** recommendation to do so, any further expenses related to the **emergency** will not be covered by this **policy** and all benefits will end.
2. **Prescription drugs:** up to \$50 for prescription drugs lost, stolen or damaged during **your covered trip**. Up to \$75 will be allowed if the services of a local **physician** are required to secure the replacement prescription. **You** must contact our **emergency assistance provider**.
3. **Emergency dental:** treatment ordered by a licensed **dentist** or dental surgeon as follows:
  - a) up to \$1,500 will be paid for **treatment** or repair of natural or permanently attached artificial teeth which are damaged by an **injury** to the head or mouth. Continuing dental **treatment** completed within 90 days after **you** return to Canada is available provided the **treatment** is related to the **injury**. Services performed by a **family member** are not covered;
  - b) up to \$300 to relieve acute pain and suffering not related to an **injury**. Services performed by a **family member** are not covered.
4. **Emergency paramedical services:** performed by a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist for **emergency treatment** up to \$300 per category of practitioner. Services performed by a **family member** are not covered.
5. **Psychotherapy:** Up to \$1,000 for psychotherapy and psychologist care when provided on an out-patient basis.
6. **Psychiatric fees:** when provided on an in-patient basis following an **emergency**, fees billed separately for the services of a **psychiatrist** will be paid to a lifetime maximum of \$10,000.
7. **Psychiatric hospitalization:** if **you** are admitted to **hospital** for suicide, attempted suicide, self-inflicted injuries, mental or emotional disorders (including but not limited to stress, anxiety, panic attacks, depression, eating disorders/weight problems), or psychiatric treatment, **we** will pay up to a lifetime aggregate limit of \$50,000 for medical and/or psychiatric **treatment** received while **you** are in **hospital** resulting from one or more of these causes.
8. **Accommodation and meals:** commercial accommodation, meals, essential telephone calls, taxi fares or rental vehicle charges incurred by **you**, **your travelling companion**, or a **family member** travelling with **you** if one of you is relocated to receive **emergency** medical **treatment** or one of you is delayed beyond **your return date** due to **sickness** or **injury**.
  - This benefit is limited to \$150 per day to a maximum of \$450. Original receipts and the local attending **physician's** written diagnosis of the **sickness** or **injury** must be submitted for this benefit to qualify for payment.
9. **Medical evacuation or return home:** in response to an **emergency sickness** or **injury** as follows:
  - a) the extra cost of a one way **fare** on a commercial airline via the most direct route to return **you** to **your** place of residence in **your home country**; or
  - b) the cost to accommodate a stretcher on a commercial airline via the most direct route to return **you** to **your** place of residence in **your home country** or to the most appropriate medical facility closest to **your home** in **your home country**, plus the reasonable cost of meals, accommodations and airfare expenses for a qualified medical attendant to accompany **you** if it is deemed **medically necessary**; or
  - c) air ambulance transportation when it is **medically necessary**.
  - Benefits must be pre-approved and arranged by **us** in consultation with **our** medical advisors, the local treating **physician** and **our emergency assistance provider** for coverage to apply. If **your** unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.
10. **Bedside visit:** If **you** are admitted to **hospital** for an **emergency sickness** or **injury** and the local attending **physician** recommends that a relative or close friend should visit at **your** bedside, remain with **you**, or accompany **you** home, **we** will reimburse the cost of a round-trip **fare** by the most direct route and up to \$500 for commercial accommodation and meals. **We** will automatically insure the accompanying **family member** or friend for **emergency medical** coverage under this **policy** until **you** are medically stable to return to **your home country**, subject to the eligibility, limitations, conditions, & exclusions of this **policy**.
  - These benefits are subject to prior approval by **us**.

11. **Return and escort of children:** This benefit is payable if **you** are confined to a **hospital** for more than **24 hours** or **you** must return to **your** home because **you** have a medical **emergency** which is covered by this **policy** or in case of **your** death. **We** will pay for the transportation expenses incurred, up to the cost of a one way **fare** for the return home of any dependent **children** who are accompanying **you**. If **your** child is too young to travel alone, **we** will also pay the extra cost of a round trip air **fare** via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to accompany **your** child home. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.
12. **Child care cost:** If **you** are admitted to **hospital** for an **emergency sickness** or **injury** during **your covered trip** and need to be relocated to receive **emergency** medical **treatment** or are delayed beyond **your** scheduled **return date**, **we** will reimburse **you** up to \$50 per day to a maximum of \$500 for the professional child care cost incurred during **your covered trip** to care for children travelling with **you**.
  - Original receipts from the professional child care provider are required.
13. **Return of travelling companion:** If **you** must return to **your home country** because of a medical **emergency** covered by this **policy**, **we** will reimburse **you** for the extra cost of a one way **fare** on a commercial flight via the most direct route to return **your travelling companion** back to **your home country**. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged.
14. **Repatriation of remains:** If **you** die during **your covered trip**, **we** will reimburse the reasonable expenses incurred up to the maximum amount specified in the **Schedule of Maximum Benefits** for:
  - a) preparing and transporting **your** remains or ashes back to **your home country** ; or
  - b) the cremation or burial of **your** remains at the location where death occurs.
 No benefit is payable for the cost of a headstone, casket and/or funeral service expenses.  
 Benefits under this section shall not duplicate any benefits available under any other section of this **policy**.
15. **Identification of remains:** If someone is legally required to identify **your** remains before **your** body is released, **we** will reimburse the cost of one person to travel to the place where **your** remains are located via a round-trip **fare** by the most direct route and up to \$500 for commercial accommodation and meals. **We** will automatically insure this person for Emergency Medical coverage under this **policy** for not more than 3 days until they return to **your home country**, subject to the eligibility, limitations, conditions, and exclusions of this **policy**,
  - This benefit must be pre-arranged and approved by **Us**.
16. **Vehicle return:** **We** will pay the expenses associated with returning **your** vehicle to **your** home or **your** rental vehicle to the appropriate rental agency if **you** are unable to do so because of a medical **emergency**, up to \$2,000. Return of commercial vehicles is not covered.
17. **Return of baggage and personal effects:** In the event of **your** medical evacuation or repatriation of remains arranged by the **company**, if there is insufficient space to accommodate **your baggage and personal effects** aboard the transport provided, **we** will reimburse **you** up to \$200 to cover the cost of shipping these items to **your home country**.
18. **Incidental expenses:** If **you** are required to stay in a **hospital** for **treatment** of an **emergency sickness** or **injury** as an in-patient while on **your covered trip**, **we** will reimburse **you** up to \$250 for **your** out of pocket expenses such as television rental, wi-fi and parking charges. Original receipts (no copies) must be submitted.
19. **Return to Destination:** If, following **your emergency** medical evacuation arranged by the **company** to **your home country**, **you** wish to return to **your** destination, **we** will reimburse **you** for the cost of a one way **fare** to the city from where the medical evacuation occurred.
  - This benefit is available only if :
    - a) **Your** attending **physician** at **your** place of residence determines that **you** require no further **treatment**;
    - b) **You** receive prior approval by **us**;
    - c) **You** choose this benefit instead of benefit #13, Vehicle Return; and
    - d) **Your** return must be prior to **your** original scheduled **return date**.
  - Once **you** return to **your** destination, a **recurrence** of the **medical condition** which necessitated **your emergency** medical evacuation or related **medical condition** will not be covered under this **policy**.
  - This benefit can only be used once during **your covered trip**. Upon return to **your** destination, the **effective date** of coverage is the day **you** leave **your home country** to return to **your** destination.

## What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 13.

## What We Pay

**You** will be reimbursed for the **reasonable and customary** charges in excess of any other insurance coverage **you** have for the eligible **emergency** medical expenses listed above up to the maximum benefit amount described on the **Schedule of Maximum Benefits**.

If **you** have other insurance that may provide the same benefits **you** must notify **us** of that insurance, cooperate with **our** efforts to co-ordinate benefits payable by another insurer, and reimburse **us** for any payment that **we** have made that **you** receive from another insurer.

## BAGGAGE & PERSONAL EFFECTS

### When It Applies

If **your baggage and/or personal effects** are lost, stolen, damaged or delayed during **your covered trip**. Coverage is available up to the maximum amount of \$800 in the aggregate.

### What We Cover & What We Pay – Baggage & Personal Effects – Lost, Stolen or Damaged

When **baggage and/or personal effects** are lost, stolen, or damaged during **your covered trip**, **we** will reimburse **you** up to the maximum benefit amount as shown on the Schedule of Maximum Benefits for the plan **you** purchased.

**We** will pay the lesser of:

1. The replacement or repair cost, after an allowance is made for wear and tear or depreciation; or
2. The original purchase price.

A maximum of \$300 is payable for any single item.

A combined maximum limit of \$300 will be paid for: jewellery; watches; cameras, including related equipment; binoculars; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones; computers and other digital or electronic items provided that original receipts accompany the claim.

The liability of the **company** with respect to any one claim under this benefit shall not exceed the lesser of this **policy** benefit limit at the time of **application** or \$800 in the aggregate under all **guard.me** insurance policies purchased for any one **covered trip** with respect to a single insured person.

For this benefit to apply **you** must:

- provide a police report if applicable
- take all reasonable steps to protect, save or recover **your baggage and/or personal effects**;
- promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any **common carrier** or third party who had custody of **your baggage and/or personal effects** at the time of loss and supply **us** with a copy of the written report.

### What We Cover & What We Pay – Baggage Delay

If **your** checked baggage is misdirected or delayed more than 12 hours by the **common carrier** while on **your covered trip**, **we** will pay up to an aggregate total of \$100 for:

1. The purchase or rental of essential items of personal clothing and necessary toiletries while on **your covered trip**; and
2. The rental of sporting equipment if the purpose of **your covered trip** was to participate in a sporting event and **your** sporting equipment was included in the delayed checked baggage.
3. The rental of a wheelchair for use during **your covered trip**.

This benefit does not apply to baggage delayed after **you** have returned to **your home country**.

### What We Cover & What We Pay – Personal Money

If **your** personal money is lost or stolen while on **your covered trip**, the **company** will reimburse **you** up to \$100.

### What We Cover & What We Pay – Passport/Travel Visa Replacement

If **your** passport and/or travel visa are lost or stolen while travelling outside **your home country** while on **your covered trip** **we** will pay the **reasonable and customary** cost to reimburse **you** for the replacement of **your** passport and/or travel visa and/or required entry documents up to a maximum of \$300.

NOTE: There is no coverage and no benefits will be payable for claims when reimbursed:

- By the **common carrier**, hotel or **travel supplier**, including any services rendered by such **common carrier**, hotel or **travel supplier**; or
- As specified under any other insurance coverage **you** may have for the loss of or damage to property.

### What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 13.

### When It Applies

If **you** sustain an **injury** while **you** are travelling on **your covered trip**.

### What We Cover

**You** are covered for a sudden bodily **injury** caused by a happening due to external, violent, sudden or unexpected events beyond **your** control which occurs during **your covered trip**

### EXPOSURE AND DISAPPEARANCE

Loss from exposure to the elements by reason of a covered **accident** will be covered if such loss is otherwise payable under this **policy**.

If **you** are not found within one year after:

- a) the disappearance, sinking or wrecking of a conveyance in which **you** are riding during **your covered trip**; or
- b) the destruction of a building which **you** are in during **your covered trip**;

**You** will be presumed to have suffered loss of life resulting from **injury** caused by an **accident**.

### What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 13.

### What We Pay

**You** are covered up to the maximum amount shown on the Schedule of Maximum Benefits or as otherwise specified in the benefit when a covered loss occurs.

Loss of	Maximum Benefit Payable
Life .....	\$25,000
Both Hands or Both Feet .....	\$25,000
Entire Sight of Both Eyes.....	\$25,000
One Hand & One Foot .....	\$25,000
One Hand & Entire Sight of One Eye .....	\$25,000
One Foot & Entire Sight of One Eye .....	\$25,000
Complete & Irrecoverable Loss of Speech or Hearing .....	\$25,000
One Hand or One Foot .....	\$12,500
Entire Sight of One Eye.....	\$12,500

For a benefit to be payable under this coverage, the **accident** must happen on **your covered trip** and the resulting **injury** or death must occur within 365 days of the **accident**.

In the event **your** death is a result of an **injury** caused while riding:

- a) as a fare-paying passenger on any form of public transportation; or
- b) as a passenger (not as a pilot, operator or crew member) on, boarding or alighting from any:
  - i) aircraft maintained by a **scheduled airline**;
  - ii) land conveyance licensed for the transportation of passengers for hire which takes **you** directly to or immediately from airports used by a **scheduled airline**; or
  - iii) land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this **policy**,

the benefit for loss of life is increased to \$50,000

Loss as used above with reference to:

1. Hand or foot: means that the hand or foot is completely and permanently severed at or above the wrist or ankle joint;
2. Sight: means the total and irrecoverable loss of entire sight.

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

Regardless of how many valid policies **you** have purchased with **our company**, the maximum amount for which **you** can be covered under all policies issued for Travel Accident/Airflight Accident/Accidental Death and Dismemberment by **our company** as a result of any one incident is limited to an aggregate amount of \$50,000. Any amount purchased in excess of \$50,000 shall be refunded upon request.

**The company's** maximum liability under this **policy** and all other Travel Accident/Airflight Accident/Accidental Death and Dismemberment Insurance policies issued by the **company** with respect to any one incident is limited to \$12,000,000 in the aggregate, which will be shared proportionately among all claimants entitled to claim. In addition, the **company's** maximum liability under this **policy** and all other Travel Accident/Airflight Accident Insurance/Accidental Death and Dismemberment policies issued by the **company** under this benefit with respect to more than one incident occurring during a calendar year is limited to \$24,000,000 in the aggregate.

## POLICY EXCLUSIONS

### Exclusions only applicable to the Emergency Medical section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

1. Expenses incurred for medical care or services where **your covered trip** was undertaken contrary to medical advice or after receiving a prognosis of a **terminal sickness**.
2. Any **treatment**:
  - a) not required for the immediate relief of acute pain and suffering;
  - b) which can reasonably be delayed until **you** return to **your home country**;
  - c) for follow-up **treatment, recurrence** of a **medical condition** or subsequent **emergency treatment** or **hospital** stay for a **medical condition** or related **medical conditions** for which **you** had received **emergency treatment** during **your covered trip**.
  - d) routine, general physical examinations, drugs or medication available without a prescription, eyeglasses or contact lenses or services which are not **medically necessary**.
3. Transplants of any kind.
4. Unless prior approval is obtained from **us**, any **emergency** air transportation, MRI, CAT Scan, surgery, cardiac procedures, including but not limited to cardiac catheterization, angioplasty or surgery.
5. Expenses incurred for all medical care or services including those related to an **accident** when this **policy** was purchased specifically to obtain **hospital** or medical **treatment** outside **your home country**, whether or not recommended by a **physician**.
6. Any expenses related to sexually transmitted diseases unless the medical services are being provided as a result of a sexual assault.
7. Expenses incurred for ongoing or recurring **medical conditions**. Once **emergency treatment** and care is completed, no further benefits for the same or related **medical conditions** will be covered.
8. All medical and emergency evacuation costs associated with childbirth that occurs after 26 weeks gestation or voluntarily induced abortion.
9. All neo natal, medical care and evacuation costs related to a baby born during the **covered trip**.
10. Any expenses related to coronavirus, SARS, or any mutation or variation of coronavirus or SARS. This exclusion is waived if **you** are **vaccinated** or if **you** are not medically eligible to be **vaccinated**.

### Exclusions only applicable to the Baggage & Personal Effects section of this Policy

There is no coverage and no benefits will be payable for claims resulting from loss or damage to:

1. Any animals;
2. Automobile and automobile equipment; aircraft; bicycles, except when checked as baggage with a **common carrier**; boats or other vehicles or conveyances; trailers; motors;
3. The following personal items:
  - a) sunglasses (prescription or non-prescription), contact lenses;
  - b) artificial teeth, dental bridges, dental retainers, hearing aids, prosthetic limbs, prescribed medications;
  - c) keys, money, credit cards, tickets and documents (except as coverage is otherwise specifically provided herein), stamps, securities;
  - d) sporting equipment if the loss results from the use thereof;
  - e) travel tickets for **your covered trip**, except for administrative fees required to reissue such tickets;
4. Household effects and furnishings, antiques and collector's items;
5. Perishable or consumable items, including any tobacco products;
6. Property used in trade, business or for the production of income;
7. Computer software, including any expenses incurred for the restoration of any lost or corrupted data;
8. Property shipped as freight or property shipped prior to **your departure date**;
9. Property stolen from an unattended vehicle that was not locked in the trunk or property left in view where a secure trunk is not available;
10. Property caused by defective materials or craftsmanship, normal wear and tear, gradual deterioration, inherent vice or mechanical breakdown;
11. Property caused by electrical current, including electric arcing, that damages or destroys electrical devices or appliances;
12. Property caused by the confiscation, detention, requisition or destruction of **your baggage and personal effects** by customs or other authorities;
13. Articles purchased during **your covered trip** without original receipts attached to the claim;
14. Jewellery, precious stones, watches; cameras, including related equipment; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones, computers and other digital or electronic items that are placed in the possession of a **common carrier**;
15. Property caused by breaking or scratching of fragile articles other than cameras or binoculars, unless caused by fire or **accident** to the vehicle in which they are being carried;
16. Property insured under any homeowner's or tenant's package policy;
17. Any baggage or property left unattended;
18. Shortages due to error, omission or depreciation in value;
19. Mysterious disappearance.

### Exclusions only applicable to the Accidental Death and Dismemberment section of this Policy

There is no coverage and no benefits will be payable for claims resulting from or attributable to:

1. Disease or any physical defect, infirmity or **sickness** which existed prior to the commencement of **your covered trip**;
2. Your suicide; or
3. Any **act of terrorism**.

## Exclusions applicable to all sections of this Policy

There is no coverage and no benefit will be payable for any claim arising from or attributable to:

1. **Your or your travelling companion's pre-existing condition** that was not **stable** during the time periods indicated in the Stability Table:

STABILITY TABLE		
Age	Stability Period	Counting Back From
0-59	60 days	Departure Date
60 and over	90 days	

2. Any **sickness** or **injury** resulting from:
  - a. a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina within the time periods listed in the Stability Table
  - b. a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed in the Stability Table
3. Any event that might cause **your covered trip** to be cancelled or abandoned, which **you** or **your travelling companion** had knowledge of at the time of purchasing this insurance;
4. Consequential loss of any kind including loss of enjoyment of **your covered trip** from any cause;
5. Except as provided under Emergency Medical (#5 Psychotherapy, #6 Psychiatric Fees, and #7 Psychiatric Hospitalization page 8), **your** mental or emotional disorders including, but not limited to stress, anxiety and depression; major psychiatric illness such as psychosis, schizophrenia and major affective mood disorders;
6. Any elective medical **treatment**;
7. **Your** use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
8. Any **sickness** or **injury** resulting from long term excessive consumption of alcohol or drugs;
9. Except as provided under Emergency Medical (#5 Psychotherapy, #6 Psychiatric Fees and #7 Psychiatric Hospitalization) **your** attempted suicide or any intentionally self-inflicted **injury**;
10. **Your** participation in **adventurous activities**;
11. **Your** participation in organized professional sporting activities;
12. Driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving off-road or on private property (unless **you** hold an applicable valid driver's license);
13. **Your** riding, driving or participating in motorized races of speed or endurance;
14. Piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a **common carrier**;
15. Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
16. **Your** participation in a crime or malicious act;
17. Participation in a riot or insurrection;
18. War or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;

19. **Act of terrorism** by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
20. Participation in the armed forces;
21. Events related to "Avoid Non-Essential Travel" and "Avoid All Travel" advisories issued by the Government of Canada prior to **your effective date** that were or continue to be in effect for any country, region or city of destination on **your covered trip**, as reflected in **your** travel itinerary;
22. Orbital and suborbital flights;
23. A condition that is directly or indirectly related to any **medical condition** for which **you** have declined or delayed recommended **treatment**, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under the **policy**;
24. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
25. Any trip as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

## GENERAL POLICY PROVISIONS

**Assignment of benefits:** Where the **company** has paid expenses or benefits to **you** or on **your** behalf under this **policy**, the **company** has the right to recover, at its own expense, those payments from any applicable source or any insurance **policy** or plan that provides the same benefits or recoveries. This **policy** also allows the **company** to receive, endorse and negotiate eligible payments from those parties on **your** behalf. When the **company** receives payment from any government or private health insurance plan, any other insurer, or any other source of recovery to the **company**, the respective payor is released from any further liability with respect to the claim.

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

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

**Conformity with existing laws:** Any provision of this **policy** which is in conflict with any federal, provincial or territorial law where this **policy** is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this **policy** shall apply.

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

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

**Coordination of benefits:** The **company** will coordinate benefits payable under this **policy** with benefits available to **you** under any other **policy** or plan, so that payments made under this **policy** and from all other sources will not exceed **100%** of the eligible expenses incurred.

**Currency:** All premiums and benefits under this **policy** are payable in Canadian currency based on a) the rate of exchange set by any chartered bank in Canada on the last date of service, or b) on the date the payment is issued to the provider of service.

**Limitation of liability:** The **company's** liability under this **policy** is limited solely to the payment of eligible benefits up to the maximum amount



purchased for any loss or expense. The **company** upon making payment under this **policy** does not assume any responsibility for the availability, quality, results or outcome of any **treatment** or service, or **your** failure to obtain any **treatment** or service covered under the terms of this **policy**.

**Medical examination:** The **company** reserves the right to have **you** medically examined in the event of a claim.

**Medical records:** In the event of a claim, **you** agree to provide access to and **we** reserve the right to review any and all medical records or documentation relating to **your** claim(s) from any licensed **physician**, **dentist**, medical practitioner, **hospital**, clinic, insurer, individual, institution or other provider of service relating to the validity of **your** claim.

**Refund of premium:** Other than the “10 Day Right to Examine” on page 2, premium refunds are not available. This Policy is non-transferable.

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

**Secondary coverage:** The benefits in this **policy** are secondary to those available under any other coverage **you** may have including but not limited to government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance, credit card benefit insurance, other travel insurance and replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers.

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

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

## DEFINITIONS

**Accident** means a happening due to external, violent, sudden or fortuitous causes beyond **your** control which occurs during **your period of coverage**.

**Act of terrorism or terrorism** means the unsanctioned and illegal use of violence (excluding general civil disturbance, rioting and act of war (declared or undeclared) or the intentional release of a biological material), which caused destruction of property, **injury** or death for the express or implied purpose of achieving a political, ethnic or religious goal or result.

**Adventure activities** means participating in any of the following: all-terrain vehicles (ATV) bungee jumping, dirt biking (off-road), hang-gliding, heli-skiing, hot air ballooning, **mountain climbing**, parachuting, paragliding, rock climbing (not mountaineering) scuba diving (unless qualified and not diving deeper than 130 feet) and skydiving.

**Application** means the printed form, computer printout, invoice or document that is used to apply for this insurance as provided by **guard.me** or the multi-stepped process that must be completed by the applicant when purchasing this insurance electronically through **guard.me**. The **application** confirms the insurance coverage **you** have purchased sets forth the **departure date**, the **departure point** and the **return date of your covered trip** and forms an integral part of the **policy** contract.

**Baggage and/or personal effects** means items or articles of necessity, adornment or for personal convenience including clothing and other personal effects worn on the person that are usually carried by travellers for their individual use while travelling.

**Bankruptcy or default** means the inability to provide contracted services due to total cessation or complete suspension of operations due to financial insolvency, with or without the filing of a Bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline or other travel supplier.

**Children** (for the purpose of the “Return & Escort of Children” benefit) means any insured unmarried person who is dependent upon **you** for support, is travelling with **you** or who joins **you** during **your covered trip**.

**Common carrier** means commercial airline carrier, cruise ship, ferry, bus, train, taxi, limousine or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire not including rented, leased or privately owned vehicles.

**Company, we, our, us** means Old Republic Insurance Company of Canada.

**Contamination** means poisoning of people by nuclear, chemical and/or biological substances that cause **sickness** or death.

**Covered trip** means travel arrangements insured by this **policy** commencing on the **effective date** and ending on the **return date**, both as shown on the insurance confirmation.

**Dentist** means a qualified doctor of dentistry lawfully licensed to practice dentistry in the place where dental services are performed, but does not include **you**, a **travelling companion** or a **family member**.

**Departure date** means the later of the date shown as such on the **application** or the date **you** actually depart on **your covered trip**.

**Departure point** means the city/province/territory or country **you** depart from on **your covered trip**.

**Effective date** means the date **your** insurance coverage under this **policy** or a specific benefit of this **policy** begins. (See page 4)

**Emergency** means a sudden and unforeseen **medical condition** that requires immediate **treatment**. An **emergency** no longer exists when medical evidence indicates that no further **treatment** is required at **your** destination or **you** are able to return to **your home country**, or continue with **your covered trip**.

**Emergency assistance provider** provides the **emergency** service 24 hours a day, 7 days a week, during **your period of coverage**. See page 6.

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

**Fare** means the lowest single seat fare from any International Air Transportation Association carrier.

**Home country** means the country where **you** permanently resides.

**Hospital** means an institution that is licensed, staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A **hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction **treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

**Host at destination** means the person with whom **you** have arranged overnight accommodation for the majority of **your covered trip** at their usual place of residence, not including commercial facilities.

**Host country** means **your** destination country.

**Injury** means sudden bodily damage caused by an **accident** during **your period of coverage** causing **you** to seek medical **treatment**.

**Material fact** means any fact that would cause **us** to decline **your application** for insurance or charge more premium than **you** have paid for the insurance **policy**.

**Medical condition** means any disease, **sickness** or **injury** including symptoms of undiagnosed conditions.

**Medically necessary** means **treatment** or services that are appropriate for the relief of **sickness** or **injury** in an **emergency**, based on generally accepted professional medical standards.

**Minor illness** means an infection that ends 30 days prior to the **effective date** of coverage and does not require: use of medication for a period greater than 15 days; more than one follow-up visit to a **physician**; hospitalization; surgical intervention; or, consultation with a medical specialist. A chronic illness or the complication of a chronic illness is not a **minor illness**.

**Mountain climbing** means the ascent or descent of a mountain requiring the use of specialized equipment including crampons, pick-axes, anchors, bolts, carabineers and lead-rope or top-rope anchoring equipment.

**Natural disaster** means a disaster resulting from natural causes including flood, hurricane, tornado, earthquake, volcanic eruption or blizzard.

**Physician** means a person who is not **you**, or **your family member** or **your travelling companion**, who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical **treatment**.

**Plan administrator** means Travel Healthcare Insurance Solutions Inc.

**Policy** means this document and **your application** for insurance hereunder, which is issued in consideration of payment of the required premium.

**Pre-existing condition** means any **medical condition** other than a **minor illness** that exists prior to **your effective date**.

**Psychiatrist** means a person who is not **you**, or **your family member** or **your travelling companion**, who is qualified and legally licensed to practice psychiatry in the place where psychiatric services are performed.

**Reasonable and customary** means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographic area.

**Recurrence** means the appearance of symptoms caused by or related to a **medical condition** which was previously diagnosed by a **physician** or for which **treatment** was previously received.

**Return date** means the date on which **you** are scheduled to return to **your departure point/home country**, as shown on **your application**.

**Scheduled airline** means any airline licensed for the transportation of passengers for hire, and which maintains regular published schedules (including any chartered flights by such airlines or licensed tour companies).

**Sickness** means an acute illness, acute pain and suffering or disease that requires **emergency** medical **treatment** or hospitalization due to the sudden onset of symptoms during **your period of coverage**.

**Spouse** means the person who is legally married to **you**, or if not married to **you**, has been living in a conjugal relationship with **you** for a continuous period of at least one year.

**Stable** means a **medical condition** where:

1. there has not been any new **treatment** prescribed or recommended, or change(s) to existing **treatment** (including a stoppage in **treatment**); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If **you** require a routine adjustment to the dosage of **your** prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and
3. the **medical condition** has not become worse; and
4. there has not been any new, more frequent or more severe symptoms; and
5. there has been no hospitalization or referral to a specialist; and
6. there have not been any tests, investigation or **treatment** recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending **treatment**.

All of the above conditions must be met for a medical condition to be considered **stable**.

**Terminal sickness** means a **medical condition** from which no recovery is expected and which carries a prognosis of death within 12 months of **your effective date**.

**Travel supplier** means any entity or organization that coordinates or supplies travel services for **you**.

**Travelling companion** means someone who shares travel arrangements with **you** on **your covered trip** up to a maximum of five persons, including **you**.

**Treat, treated** or **treatment** means a procedure prescribed, performed or recommended by a **physician** for a **medical condition**. This includes but is not limited to prescribed medication, investigative testing and surgery.

**Vaccinated** means having received the full course of an approved Health Canada vaccine for coronavirus (COVID-19). The vaccine must be taken according to the manufacturer's recommendation, including any applicable post vaccination waiting period prior to **your effective date**.

**You or your** means a person who is eligible for coverage under this **policy** and who is named on the **application** for this insurance and for whom the required premium has been paid to and accepted by **guard.me**.

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

## CLAIMS INFORMATION

### If You Are Travelling

Contact the **emergency assistance provider** at the numbers listed on page 6 of this **policy**.

### Contact Us

**guard.me Claims**

**guard.me Global Travel Insurance**

P.O. Box 557, Hamilton, Ontario L8N 3K9

Toll Free in Canada & USA

English:	1-877-640-9877
French	1-800-245-1662
Direct English	1-905-667-2540
Direct French	1-905-667-5020

Toll Free Fax:	1-866-551-1704
Fax:	905-528-8338

Email: [traveladmin@orican.com](mailto:traveladmin@orican.com)

### How To Submit A Claim

**You** can download a claim form directly from: [www.guard.me](http://www.guard.me)  
or **you** can contact **us** at the numbers above.

To make a claim for benefits under this **policy**:

- Submit **your** claim as soon as is reasonably possible;
- Proof of the claim must be submitted no later than 12 months after the date of the event or loss.

Written Proof of a Claim shall include:

1. the completion of any claim forms furnished by the **company/plan administrator**;
2. original receipts;
3. a written report, complete with the diagnosis by the attending **physician**, if applicable; and
4. any other form of documentation required by the **company** to validate **your** claim (for example, a letter from the airline confirming the change in the scheduled flight or the cause of the delay).

Original supporting claims documentation must be provided, however, the **company** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable support for a claim shall invalidate any claim under this **policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **company**.

### Claim Payments

**We** will pay covered claims within 30 days of receiving all of the necessary information required to accurately assess **your** claim.

Benefit payments will be made to **you** or to any person or entity having a valid assignment to such benefits. In the event of **your** death, any balance remaining or benefits payable for loss of life will be paid to the beneficiary noted by the **you**. If a beneficiary is not designated by **you**, benefits will be paid to the first of the following surviving preference beneficiaries:

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

## Limitation of Action

If **you** have a claim in dispute under this **policy**, **you** must begin any legal action or proceeding against the **company** within 24 months following the date of the event which caused the claim. If, however, this limitation is invalid according to the laws of the province Ontario, Canada where this **policy** was issued, **you** must commence any legal action or proceeding within the shortest time limit permitted by those laws. All legal actions or proceedings must be brought in the province of Ontario, Canada where the head office of the **company** is located.

## PRIVACY

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

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

### Underwritten by:

Old Republic Insurance Company of Canada



Jason Smith, CPA, CA  
President and Chief Executive Officer  
August 2021

GMG-B-TIE0821

**guard.me**  
**International Student**  
**Third Party Liability Rider**

**Underwritten By**  
**Unica Insurance Inc.**

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

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

**COVERAGE**

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

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

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

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

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

The Insurer will only indemnify You if:

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

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

You are covered up to the Benefit Maximum for:

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

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

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

**CONDITIONS AND LIMITATIONS**

1. No admission, offer, promise or indemnity shall be made without the Insurer's consent. The Insurer shall be entitled to take over and conduct the defense of any legal action brought against You and to settle such action in Your name.
2. You are obligated to take all possible steps to prevent and minimize the loss including notifying the Insurer or Plan Administrator as soon as possible and supplying all information in respect of the circumstances surrounding a potential claim.
3. You shall provide all the information and assistance that is required by the Insurer. You shall provide the Insurer with copies of all letters, pleadings and other relevant documents and materials received by You.
4. The Insurer may, at the Insurer's sole discretion, in respect of any occurrence(s) covered by this **Rider**, pay to You the Benefit Maximum applicable to such occurrence(s), less any amounts already paid, or any lesser amount for which the claim(s) arising from such occurrences(s) can be settled. The Insurer shall thereafter be under no further liability in respect of such occurrence(s) except that where the Benefit Maximum has not been paid, the Insurer will pay for legal costs and disbursements, which have been pre-approved by the Insurer up to the remaining limits of the Benefit Maximum.
5. Benefits payable are in excess of any homeowner, tenant, or other insurance, and all other sources of recovery. If any other insurance is available to You, Your Host Family, or any third party for a covered loss under this **Rider**, the Insurer's obligations under this **Rider** are excess of such insurance. In no event shall this insurance apply until all other insurance has paid its applicable limit of insurance.
6. To qualify for coverage under this **Rider**, You must notify the Plan Administrator at the time You are first advised of a legal action/claim against You. You can contact the Plan Administrator at:  
Travel Healthcare Solutions Inc. d.b.a. Guard.me Claims  
300 John Street, Suite 405  
Thornhill, Ontario Canada L3T 5W4
7. Governing law: This **Rider** is governed by the laws of the province of Ontario and is subject to the provisions of the Insurance Act respecting contracts of insurance entered into in Ontario

## EXCLUSIONS

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

B. Nor will any coverage be provided in relation to claims and/or actions brought:

1. by Your Immediate Family;
2. by any person who is employed by You;
3. for any punitive or exemplary damages;

## CLAIMS

To make a claim contact:

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

## Definitions Applicable Only to This Rider:

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

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

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

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

**Insurer** means Unica Insurance Inc.

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

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

**Property Damage** means:

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

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

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

Travel Healthcare Insurance Solutions  
300 John Street, Suite 405,  
Thornhill, Ontario CANADA L3T 5W4  
Tel: (905) 731-8140 Toll-free: 1-877-873-8447  
Fax: (905) 731-6676 Toll-free: 1-866-329-8447  
Email: admin@guard.me  
Website: www.guard.me

**ISO9001:2008 Registered**

08 2013 TPL