

LIABILITY INSURANCE POLICY PLUS EXCURSION EMERGENCY HEALTHCARE

PLEASE READ THIS POLICY CAREFULLY

This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. Coverage is subject to certain limitations and exclusions, including but not limited to a pre-existing conditions exclusion which applies to medical conditions, treatment and/or symptoms that existed and were not stable in the three months prior to Your Effective Date.

This document becomes a contract when You enroll and pay the full premium

10 DAY RIGHT TO EXAMINE Please take the time to read Your Policy and review all of Your coverage. If You have any questions You may contact **guard.me**. You may cancel this Policy within 10 days of purchase and receive a full refund if You have not departed from Your Home Country and or Australia and there is no claim in process.

DEFINITIONS

Whenever used in this Policy or any amendment, the following terms shall be capitalized and have the meaning specified below.

Accident/Accidental means a sudden, unexpected, unforeseeable, unavoidable external event, leading directly and independently of all other causes, to bodily Injury to an Insured during a Covered Trip.

Application means Our form You complete and submit to request insurance under this Policy. The Application forms part of the contract of insurance and some terms are defined in the Application, and some are defined in the Definitions section of this Policy.

Benefit Maximum means the amount stated as the limit payable for any particular benefit and applies to services received during a Covered Trip.

Claim Administrator means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

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

Coverage means the emergency benefits described herein. Coverage is effective throughout the world except in Your Home Country and or Australia.

Covered Trip means the period of time during which You are insured for the benefits provided by this Policy, starting at the date and time You depart from Your Home Country and or Australia during the Period of Coverage until Your Termination Date.

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

Effective Date means Your departure date for each trip from Your Home Country and or Australia during the Period of Coverage.

Eligible Person means a person under 65 years of age on the start date of the Period of Coverage travelling outside his/her Home Country and or Australia as a student, faculty, teacher, chaperone, participant in educational/business/cultural exchanges, along with the Insured's spouse, parents and dependents over the age of 15 days and under 19 years.

Emergency means any unexpected Sickness or Injury first occurring during a Covered Trip, which requires immediate Medical Treatment to relieve acute pain and suffering.

Home Country means the country where the Insured permanently resides.

Hospital means a facility which primarily treats patients on an inpatient basis, is licensed as a Hospital by the jurisdiction where treatment is provided, provides 24 hour a day nursing services by registered or graduate nurses, has a staff of one or more Physicians available 24 hours a day, provides organized facilities for diagnosis and surgical procedures, maintains X-ray equipment and operating room facilities, is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a location for the treatment of alcoholism or substance abuse.

Host Country means the Insured's destination country.

Injury means bodily harm to an Insured due to an Accident that first occurs during a Covered Trip.

Insured, You or Your means any Eligible Person who submits an application and corresponding payment for coverage under this Policy, and receives acceptance of coverage from Our Plan Administrator in the form of a confirmation or a valid policy ID card.

Insurer, Company, We, Us, Our means **Reliable Life Insurance Company**.

Medical Treatment means medical advice, consultation, care, service or diagnosis provided by a Physician or eligible paramedical provider.

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

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

Paramedical Provider means a person who has met the professional and legal requirements necessary to provide the services of a chiropractor, osteopath, naturopath, acupuncturist, chiropodist or podiatrist but does not include the Insured or a relative of the Insured. A referral from a medical doctor is NOT required.

Period of Coverage commences on the latter of the date and time, (a) the required premium is paid, or (b) the date You request as the start date on Your Application. The start date cannot exceed more than 30 days from the date the required premium is paid. Coverage does not extend past the 365th day after the start date of the Period of Coverage.

Plan Administrator means Travel Healthcare Insurance Solutions Inc. (T.H.I.S.)

Physician means a qualified doctor of medicine lawfully licensed to practice medicine in the place where medical services are performed, but does not include the Insured or a relative of the Insured.

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

Psychologist means a qualified doctor of psychology lawfully licensed to practice psychology in the place where psychological services are performed, but does not include the Insured or a relative of the Insured.

Reasonable and Customary means the amounts usually charged for treatment, services or supplies to provide the appropriate level of care for the severity of the Emergency condition being treated, in the geographical location where the treatment, services or supplies are being provided.

Sickness means the sudden onset of a disease or illness that first occurs during a Covered Trip and is serious enough for You to seek Emergency Medical Treatment.

Termination Date means the date Your coverage under this Policy ends. Coverage for each Covered Trip ends the earlier of the 30th day after Your departure date from Your Home Country or the date You return to Your Home Country and or Australia. Coverage does not extend past the 365th day after the start date of the Period of Coverage.

Top Up or Topped Up means coverage commencing on the expiration of another plan of insurance.

INSURING AGREEMENT

If an Insured suffers an Emergency Injury or Sickness during A Covered Trip, We will pay the benefits stated in this Policy, subject to all of its terms, conditions, limitations, exclusions and other provisions, for Reasonable and Customary Expenses that are incurred, to the lesser of the Benefit Maximum for that particular benefit, or to the Policy maximum of \$2,000,000. All Benefit Maximums contained in this Policy are per Insured for the duration

of a Covered Trip unless otherwise specified and are stated in Australian Dollar currency. It is a condition precedent to coverage under this Policy that at each Effective Date the Insured is not aware of any existing medical condition which might require the Insured to incur any medically related expenses during a Covered Trip.

BENEFITS

The benefits in this Policy are not subject to any deductible. Benefits are paid based on Reasonable and Customary charges for services provided during a Covered Trip up to the Benefit Maximum unless otherwise specified. Your insurance covers up to \$2,000,000 in total benefits for the following Medically Necessary services required to treat an eligible, new emergent medical condition that first begins after the Effective Date of Coverage. These Medically Necessary services include reasonable follow-up visits, tests and surgeries until the initial emergency is resolved, and the condition is stabilized.

Hospital Services • Charges made by a Hospital for semi-private room and board and other necessary services and supplies, including drugs administered, while confined to a Hospital for medical reasons; no limitation on number of days; private room where medically required as determined and approved by the Claim Administrator. *For Exceptional Hospitalization Benefit, see below;* Charges for Medical Treatment provided on an Emergency inpatient or out-patient basis; Charges for anaesthesia or blood products and the administration of such products. **Any surgical procedure requires prior written approval from the Claim Administrator,** unless a delay will be life threatening.

Physician's Fees • All charges made by a Physician for professional services or Medical Treatment;

Psychiatrist's 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. *For Outpatient Psychiatric care, see Psychotherapy below.*

Exceptional Hospitalization Benefit • 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.

Psychotherapy • Up to \$1000 Benefit Maximum for charges for out-patient care, including psychiatric and psychological counselling.

X-rays, Laboratory and Diagnostic Tests • Charges for technical and interpretative services. **Prior written approval is required from the Claim Administrator for all major diagnostic testing, including but not limited to magnetic resonance imaging (MRI) and computer axial tomography (CAT) scans.**

Prescription Medication • Limited to a 30-day supply of any one type *unless* prescribed while a Hospital in-patient.

Private Duty Nursing Care • Up to \$15,000 Benefit Maximum for the services of a Registered Nurse, Registered Nurse Assistant or Home Care Worker, but does not include the Insured, a relative of the Insured, or someone who normally resides with the Insured, when ordered by the attending Physician.

Physiotherapy and Speech Therapy • Up to \$1,000 Benefit Maximum for charges made by a physiotherapist or a speech therapist *unless* provided while a Hospital in-patient.

Medical Equipment and Supplies • **Payable only if required as the result of a covered Sickness or Injury.** Purchase of medical supplies, including dressings and prosthetic appliances; Rental charges for wheelchairs, crutches, Hospital-type bed or other appliances, not to exceed purchase price. Up to \$200 Benefit Maximum for prescription glasses or contact lenses, or up to \$300 Benefit Maximum for hearing aids. Up to \$300 Benefit Maximum for custom orthotics or up to \$800 Benefit Maximum for custom knee braces.

Emergency Transport • The full cost of licensed ambulance service to the nearest Hospital when Medically Necessary; Emergency transfers between Hospitals when ordered by the attending Physician, including user fee; OR, taxi fare to or from a Hospital or medical clinic for eligible medical care to a maximum \$100.

Paramedical Services • Up to \$500 Benefit Maximum per Paramedical Provider (chiropractor, osteopath, naturopath, acupuncturist, chiropractist, or podiatrist) for all services, including x-rays.

Accidental Dental Care • Up to \$4000 Benefit Maximum for Emergency dental treatment to repair or replace natural or permanently attached artificial teeth as the result of an Injury caused by an Accidental blow to the mouth. Up to \$500 Benefit Maximum for emergency repairs to artificial teeth including bridges and denture plates. Treatment must take place within 90 days of the Accident. Expenses incurred as a result of chewing Accidents or Injury due to placing an object to or in the mouth are not payable.

Emergency Dental Care • Up to \$600 Benefit Maximum for Emergency dental treatment for the immediate relief of pain and suffering, including root canals and wisdom teeth.

Wart Treatment • Charges for treatment of any type of warts up to \$500 Benefit Maximum.

Pregnancy Coverage • Where pregnancy commences after the start date of the Period of Coverage of this Policy, serious complications due to pregnancy occurring during a Covered Trip are covered up to a maximum of \$25,000. Serious complications do not include normal conditions of pregnancy including but not limited to morning sickness, spotting, ultrasounds, blood and urine testing, including testing for gestational diabetes. Any neonatal charges are excluded.

AccessAbility – Corrective Device Defect, Malfunction and Theft Protection • If, while on a Covered Trip a Corrective Device required by You is stolen and not recovered, or suffers a malfunction or defect which renders Your required Corrective Device unusable,

We will pay up to \$1,000 Benefit Maximum to replace or repair Your Corrective Device. We do not pay for defects or malfunctions which are covered by the manufacturer's warranty.

Trauma Counselling • If an Insured suffers a covered loss listed in the Schedule of Losses, (other than loss of life – see below) within 90 days from the date of an Accident, We will pay up to 6 sessions of trauma counselling.

Accidental Death and Dismemberment • If an Insured dies or suffers a permanent disability as a result of a covered Accident, Injury, Sickness or Event, within 90 days from the date of an Accident, We will pay according to the following Schedule of Losses up to \$50,000 Benefit Maximum. If the total claims against Us for the same Accident exceed \$1,250,000, Our liability for that Accident will be limited to \$1,250,000 which will be shared proportionately among all claimants who are persons insured under **guard.me**. In the event of the Insured's death, benefits are payable to the beneficiary noted by the Insured. If a beneficiary is not otherwise designated by the Insured, benefits will be paid to the first of the following surviving preference beneficiaries:

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

Schedule of Losses

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

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

"Loss of Sight" must be complete and irreversible.

DISAPPEARANCE – If an Insured disappears and after a suitable period of time it is reasonable to believe that such Insured has died as a result of an Injury, the Loss of Life benefit shall become payable subject to a signed undertaking that if the belief is subsequently found to be wrong such Loss of Life benefit shall be refunded to Us.

EXPOSURE – Injury of an Insured as a direct result of unavoidable exposure to the elements while on a Covered Trip shall be deemed to have been caused by Injury, and benefits will be paid as per the Schedule of Losses, above.

COMMON CARRIER – In the event of the Insured's death as a result of an Injury caused while riding as a fare-paying passenger on (a) any form of public transportation or (b) on a scheduled flight on an airplane or helicopter, the benefit increases to \$100,000.

The following benefits are covered with the prior approval from the Claim Administrator. The maximum amount payable for the following transportation benefits cannot exceed the overall Policy maximum in total per Covered Trip.

Air Evacuation • The cost of transporting You to the nearest Hospital or to a Hospital in Your Home Country and or Australia, if Medically Necessary, either:

- a) as a stretcher fare on a regular scheduled flight, including economy return fares for qualified medical attendants (not a relative) and their associated fees and expenses; or
- b) by appropriately equipped air ambulance, including associated fees and expenses for a qualified crew.

Land ambulance costs at each end of the flight or connecting flights are included. The attending Physician must certify that the Insured is medically fit for the type of transfer selected.

Family Transportation and Subsistence Allowance • If You have no family members within 500 kilometres of Your location while You are outside Your Home Country and or Australia and You are Hospitalized and Your Hospitalization is expected to last a minimum of 7 days, or in the event of the death of the insured, We will pay up to \$5,000 towards the cost of round-trip transportation based on the lowest available fare for the most direct route for two persons nominated by You to travel to Your bedside. We will also pay up to \$1,500 for commercial accommodation and meals for a maximum period of 10 days for these two persons. The attending Physician must certify that the situation is serious enough to warrant the visit. Submit all bills and receipts to the Claim Administrator.

Repatriation or Burial of Deceased • If death occurs during a Covered Trip as a result of a covered Injury or Sickness, We will pay either (a) the reasonable and necessary costs for the preparation and return of the Insured's remains to the Insured's Home Country and or Australia in a standard transportation container or (b) up to \$5,000 for the cost of preparing the remains, cremation or burial, and a burial plot in the location where death occurs. The costs for a coffin, urn, headstone or funeral are excluded.

Security Evacuation (Maximum Benefit amount \$100,000) • This Policy provides emergency evacuation coverage during Your Covered Trip from or within Your Host Country to the nearest place of safety in the event that:

- 1) You are expelled from a Host Country if you are declared persona non-grata on the written authority of the recognized government of the Host Country;
- 2) Political or military events involving Your Host Country if the authorities issue a notice advising that citizens of Your Home Country and or Australia or of Your Host Country should leave the Host Country;
- 3) A natural disaster, within 7 days of the event, in Your Host Country and the government of the Host Country declares Your location a disaster area that is uninhabitable or dangerous. Natural disaster means a storm (wind, rain, snow, sleet, hail, lightning, dust or sand), earthquake, flood, volcanic eruption, wildfire or similar event;
- 4) Verified physical attack or verified threat of physical attack to You from a third party;
- 5) You are kidnapped or have a missing person report for You filed with the local/

BENEFITS (cont'd)

international authorities;

Benefits will be paid for:

- 1) Your transportation to the nearest safe and acceptable location as determined by Us. The safe location is where: a) You are safe; b) You have access to transportation to Your Home Country and or Australia; and, c) You have access to food and temporary accommodations;
- 2) Your transportation back to the Host Country if it is safe or to Your Home Country and or Australia within 14 days of the initial security evacuation as determined by Us;
- 3) Consulting services of a safety consultant selected by Us in the event that You are kidnapped or have a missing person report for You filed with local and international authorities.

All travel expenses must be authorized and arranged by Us. At our discretion, We will utilize whatever resources that are available including economy public transportation, private aircraft, ground and/or sea transportation. Return to Home Country and or Australia will involve the lower of: a) the change fees on existing tickets where possible; or, b) the purchase of new replacement tickets.

Fourteen (14) days after the security evacuation, if it is determined by Us to return You to Your Home Country and or Australia or, if it is safe, to return You to Your Host Country, and You choose to remain where You are located, no further benefits under Security Evacuation are applicable. All other benefits of the Policy will remain in force up to the earlier of: a) Your Policy Termination Date; or, b) the date You cease to be an Eligible Person.

We or our assistance providers are not responsible for the availability of transportation services. Where security evacuation becomes difficult due to dangerous or hostile conditions, We will try to maintain contact with You until security evacuation is possible or until the dangerous situation has subsided.

Exclusions Applicable to Security Evacuation:

This Policy does not cover any loss caused by or resulting from:

- 1) You being a participant in the event that gave rise to a claim;
- 2) Your fraudulent, dishonest or illegal act;
- 3) Your violation of the laws in Your Host Country or of Your Home Country and or Australia;
- 4) Your failure to maintain and possess required travel documents and visas;
- 5) Any common, endemic or epidemic diseases or global pandemic; or,
- 6) Risks or incidences present in Your Host Country prior to the start date of this coverage.

We will not pay Security Evacuation expenses and fees:

- 1) Recoverable from any other source;
- 2) Associated with repatriation of remains;
- 3) Associated with monies payable in the form of a ransom;
- 4) Where You contact Us for a Security Evacuation more than 30 days after authorities in Your Host Country issue a notice advising that citizens of Your Home Country and or Australia or of Your Host Country to leave the Host Country; or,
- 5) Incurred in a Host Country against which the United States of America has economic embargos or trade sanctions.

EXCLUSIONS

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

1. a pre-existing condition which means a sickness, injury or other condition that was causing signs or symptoms, and/or required medical advice or investigation, whether a diagnosis was established or not, and/or any form of medical treatment provided by a Physician or other Practitioner during the 3 month period immediately preceding the Effective Date, or a condition was known or present such that costs could reasonably have been expected to be incurred. The following does not constitute medical treatment for the purpose of this pre-existing conditions exclusion:
 - a) the consistent use of medication, meaning that no change in medication, dosage or usage, has been prescribed by a Physician or other Practitioner;
 - b) a check-up when the Physician or other Practitioner observes no adverse change in a previously noted condition, symptom or problem;
2. elective or non-Emergency Medical Treatment, including any treatment given to maintain the stability of a chronic sickness or condition, including visits for the refill of medication, tests or examinations forming part of a normal regime, or for treatment of congenital or genetic disorders or conditions, or for treatment not required for the immediate relief of pain and suffering, or that could reasonably be postponed until the Insured returns to his/her Home Country and or Australia;
3. any continuing treatment of an Injury or Sickness if the Claim Administrator has requested that the Insured return to his or her Home Country and or Australia following Emergency Medical Treatment; If an Insured who has been evacuated or asked to Return Home to continue treatment later returns to the Host Country to resume studies/teaching in the same or subsequent policy years, the benefits payable will be limited to a maximum of \$10,000 for that sickness or injury for which they returned Home;
4. medication commonly available without a prescription (including but not limited to 'over-the-counter' medications such as acetaminophen or cold/allergy remedies); fertility drugs; contraceptives; erectile dysfunction drugs; anti-baldness drugs; smoking cessation drugs; vaccinations, immunizations or injections; vitamin preparations or supplements; or medication received on a preventive or maintenance basis;
5. plastic or cosmetic surgery except as a result of a covered Injury; substitution or extraction of, or repairs to an existing prosthesis, (except as payable under the *Corrective Devices Benefit*);
6. any expenses incurred outside a Covered Trip or while You are in Your Home Country and or Australia; medical services for any injury that occurred or was treated, or sickness that started or was diagnosed or treated in Your Home Country and or Australia;
7. normal pregnancy; normal childbirth; elective abortion;
8. the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or Aids Related Complex (ARC);

9. 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, (except as described in the *Exceptional Hospitalization Benefit, Psychiatrist's Fees benefit, or Psychotherapy benefit*).
10. Your actions while they are impaired or adversely influenced by medication, drugs, alcohol or intoxicants; any medical claims related to the use or misuse of drugs or alcohol;
11. participation in professional sports or hazardous activities such as motorized contests of speed, parachuting, skydiving, hang gliding, bungee jumping, cave exploring, mountaineering, rock or cliff climbing, or scuba diving (unless You hold an open water diving certificate);
12. operating any type of aircraft or travelling as a passenger on any non-commercial flight; operating any form of motorized transport on land or water without a licence valid for the area where operating; travelling in or on a motorcycle, snowmobile, or any kind of vehicle while racing or off-road, unless no roads exist in the area in question;
13. injury or sickness caused while You are training or serving in any capacity as a member of any armed forces or while actively participating in any conflict of war, or sustained in an illegal activity. However, if You sustain an Injury as a direct result of war-like actions in which You were not an active participant and within 48 hours of the commencement of such hostilities, any expenses incurred arising from such incident will be covered.
14. any interest, finance or late payment charge;
15. injury or sickness covered under any other form of insurance, indemnity or plan or that is the liability of a third party;
16. injury or sickness while travelling to a destination for which the Home Country and or Australia Government has issued a travel advisory stating that travel to the destination should not be undertaken;
17. travelling contrary to the medical advice of a Physician or Practitioner or for the purpose of obtaining Medical Treatment or when a terminal prognosis was given to the Insured prior to a Covered Trip.
18. any expenses incurred as a result of the Insured's failure to accept or follow a Physician's advice, treatment or recommended treatment.

GENERAL POLICY LIMITATIONS

We reserve the right to arrange transportation to return You to Your Home Country and or Australia following an Emergency, either before or after You receive Medical Treatment, or Hospital or Medical Services. If You decline to return when declared medically fit to travel by the Claim Administrator, We will not pay for any continuing expenses, recurrence or complications arising from or directly or indirectly related thereto.

Limitation on Liability

The Insurer, the Plan Administrator and/or the Claim Administrator are not responsible for the availability, quality or results of any Medical Treatment, or Your failure to obtain Medical Treatment or transportation and shall not be held liable for any negligence, wrongful acts or omissions of any service providers.

GENERAL 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 a copy of the Application.

Premium Payment. The full premium is due and payable when You apply for insurance. If for any reason the premium paid for the coverage applied for is insufficient, We will refund the premium paid and this Policy will be considered never to have been issued. We reserve the right to decline any application for insurance.

Duplicate Contracts or Policies. In the event that more than one contract is issued to one Insured, benefits shall be limited to the maximum payable under one contract at any time, and a refund for duplicate premiums will be issued.

Misrepresentation or Nondisclosure. All coverage under this Policy shall be void, if, whether before or after a loss, the Insured has concealed or misrepresented any material fact or circumstance concerning this coverage or subject thereof, or the interest of the Insured therein, or in the case of any fraud or false swearing of the Insured.

Material Facts. No statement made by an 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.

Governing Law. This Policy is governed by the laws of the Canadian province of Ontario where this Policy was issued. Any action or proceeding against the Insurer for recovery of claims under this Policy must be brought in the Canadian province of Ontario and must commence within 2 years from the date on which the cause of action arose. Despite any other provisions contained in this Policy, this Policy is subject to the statutory conditions of the Insurance Act respecting contracts of accident and sickness insurance.

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

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

Benefit payments do not provide for the payment of any interest. This Policy contains a clause which may limit the amount payable.

GENERAL CONDITIONS (cont'd)

Currency. All premium amounts, Benefit Maximums and benefit payments are stated in Australian dollar currency. For reimbursement purposes, the exchange rate on foreign currency shall be the rate determined at the date the expense was paid and quoted by the financial institution selected by the Claim Administrator. At Our option We may pay a claim for benefits in the currency where the loss occurred.

Co-ordination of Benefits. The benefits in this Policy are payable in excess of those available under any other valid and collectible insurance Policy or plan under which You are entitled to claim including but not limited to, a government health insurance plan, group or personal accident and sickness insurance or extended health/medical care coverage, any automobile insurance or benefits plan, homeowner, tenant, or other multi-peril insurance, credit card benefit insurance, and other travel insurance. Any payment made under this Policy will be co-ordinated with any other plan providing similar coverage such that the total benefits payable under all policies or plans does not exceed 100% of the eligible expenses incurred.

Rights of the Company and Claimant. When You purchase this Policy, You agree to provide the Company with access to all pertinent records or information about You from any licensed Physician, dentist, medical practitioner, Hospital, clinic, insurer, individual, institution or other provider of service to determine the validity of any claim submitted by You or on Your behalf.

Termination by Insured. The Insured may terminate this contract at any time by giving written notice of termination to the Plan Administrator acting on behalf of the Insurer, or by delivery thereof to an authorized agent (e.g. school or organization). If this Policy is cancelled prior to the start date of the Period of Coverage for medical reasons, the Insured or the Insured's authorized agent where applicable, will receive a full refund of premiums paid. If the Policy is cancelled for any other reason, an administration fee of \$25 may be charged. If this Policy is cancelled after the start date of the Period of Coverage, We will refund the premiums paid for unused coverage less an administration fee of \$25. A waiting period applies to all refunds.

Refunds. Other than the 10 Day Right to Examine, refunds are calculated on a pro-rata basis from the date postmarked on Your written request or on the date such fax or e-mail request is received by the Plan Administrator and are subject to a minimum refund amount of \$10. This Policy is non-transferable.

Termination by Insurer. (1) The Insurer may terminate this contract at any time by giving written notice of termination to the Insured. Unused premiums will be refunded. (2) The notice of termination may be mailed to the Insured, or sent by fax or email, or where the application has been sent by another party or agent, that party or agent may be notified by mail, fax or email. (3) Where the notice of termination is given, 5 days notice of termination shall be given, effective the date of mailing, fax or email.

Subrogation (Right of Recovery). If any benefit paid to You or on Your behalf is in excess of the amount allowed by the provisions of this Policy, or if payment is made due to a clerical or administrative error, then We reserve the right to recover such amount from You or any institution, insurer, or other organization or party to whom such payment was made. If any payment is made under this Policy, then We have the right to proceed in Your name against any third party that may be responsible for giving rise to a claim under this Policy. We or Our designated representatives shall have full rights of subrogation. You shall not do anything to prejudice such rights and shall co-operate fully with Us or Our designated representatives, by agreeing to sign, execute and/or deliver such documents as are required to proceed against any third party that may be liable.

Policy Extensions. Policy extensions are not allowed. Coverage may only be Topped Up with a guard.me International daily rate plan purchased prior to the date of departure of the Covered Trip.

Automatic Continuation of Coverage. If the Insured is unavoidably delayed from returning to his/her Home Country and or Australia from a Covered Trip for a reason in no way attributable to the Insured, this Policy will automatically remain in effect at no extra premium for a period not to exceed:

- 72 hours, if delayed while travelling as a fare paying passenger in a licensed public conveyance or by private vehicle and the delay is caused by mechanical breakdown, a traffic Accident or inclement weather; or
- the period of confinement as an in-patient in a Hospital (unless said period of confinement is in excess of the maximum limitation for Exceptional Hospitalization Benefit) OR the period during which You are unable to travel on medical grounds (excluding psychiatric conditions) acceptable to the Claim Administrator. Following discharge from Hospital or following medical approval to travel, an additional 72-hour extension will be granted.

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 the claim including a completed Claim Form, and originals of all bills to the Claims Administrator or Plan Administrator, acting on behalf of the Insurer by delivery thereof, or by sending it by mail, not later than 30 days from the date that a claim arises under the contract on account of an Accident, Injury, Sickness or disability; (b) within 90 days from the date a claim arises under the contract on account of an Accident, Injury, Sickness or disability, furnish to the Claim Administrator or the Plan Administrator such proof as is reasonably possible in the circumstances of the happening of the Accident or commencement of the Injury, Sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, and (c) if so required by the Claim Administrator or Plan Administrator, furnish a satisfactory certificate as to

the cause or nature of the Accident, Injury, Sickness or disability for which claim may be made under the contract. This reference to 'disability' refers to benefits payable under the Accidental Death and Dismemberment Benefit.

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

Plan Administrator to Furnish Forms for Proof of Claim. Claim Forms are provided with each ID Card issued, and are also provided to all schools and organizations. Where a Claim Form is required, the Plan Administrator will provide one to the Insured by fax, email or mail. Claim Forms are also available at our website: www.guard.me/au

Rights of Examination. As a condition precedent to recovery of insurance money under this contract, (a) the claimant shall afford to the Insurer an opportunity to examine the Insured when and so often as it reasonably requires while the claim hereunder is pending. The physician and the location of such examination shall be at the Insurer's discretion. The Insured agrees to cooperate and to provide full details to the physician. This physician may, in conjunction with input from the treating Physician, make additional recommendations to assist in recovery or cure; and, (b) in the case of death of the Insured, the Insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

Non-compliance with Obligations. We may choose to limit or refuse payments when the Insured or the party concerned with the payment is negligent in the fulfilment of any obligation resting upon him/her and has thus harmed the interests of the Insurer; (b) facts have been incorrectly or insufficiently provided, or have been misrepresented, or if false data has been provided; (c) where an Insured suffers an Injury or Sickness, the Insured is required to seek immediate medical treatment and to follow all Physician's advice, prescriptions and orders. Failure to comply may result in reduction or refusal of payments.

When Money Payable. All money payable under this contract shall be paid by the Insurer within 90 days after it has received acceptable 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 2 years after the date the claim became payable or would have become payable if it had been a valid claim.

CLAIM PROCEDURE

You **must call** the Emergency Assistance Number shown below **BEFORE admission to Hospital as an inpatient and for prior written approval BEFORE any expenses are incurred for the following:**

- Major Diagnostic tests
 - Surgery
 - Family Transportation
 - Dental
 - Air Evacuation
 - Repatriation / Burial
- Present Your **guard.me** I.D. Card to Your medical service providers.
 - Complete a claim form for EACH new Sickness or Injury when FIRST treated. Take it with You on Your first appointment if possible. You may photocopy a blank claim form for future use or obtain forms from Your organization or from our website at www.guard.me/au

- Within 30 days of the first medical expense, log on to www.guard.me/au to file your claim electronically or **MAIL:**
 - Completed claim form
 - **Original** itemized bills / receipts
 - Include medical reports, emergency room report, history & physical, surgical, lab, x-rays and discharge reports to:

Guard.me Claims

Level 12, 95 Pitt Street,
Sydney NSW 2000, Australia
Telephone: +61-45 258 6543
Email: mylaine@guard.me

Reliable Life Insurance Company
Box 557, 100 King Street West
Hamilton, Ontario, Canada L8N 4K9

Remember to keep a copy for Your files.

- For a death claim, the beneficiary or other person entitled to claim must call Travel Healthcare Insurance Solutions Inc. to report the claim. Details of claim must be submitted with an original death certificate or other proof of death, acceptable to Us.

We will not accept liability for any claim submitted to Us more than 1 year after the date the loss was incurred.

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

Payment will not be released until all original invoices and receipts are received by the Claim Administrator.

Underwritten by:
Reliable Life Insurance Company
100 King Street West, 11th Floor
Hamilton, Ontario CANADA L8N 3K9

PRIVACY

The Company and Our Plan Administrator (collectively "We" "Our" in this privacy section) are committed to protecting Your privacy. The information provided will be used only 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 other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. We take great care to keep Your personal information accurate, confidential and secure. If You have any questions about the Company's Privacy Policy, please contact our Privacy Officer at (905) 523-5587 or by email to: privacy@oldrepublic-group.com.

EMERGENCY PROCEDURES

Contact the 24 Hour Toll-Free Emergency Assistance Number at 0011-800-758-7575

- within 24 hours of admission to Hospital, or if incapacitated, as soon as reasonably possible;
- for any benefit where prior approval is required;
- while on an Excursion, prior to incurring ANY medical expenses.

Failure to notify the Claim Administrator as required will limit Our liability to 90% of the eligible expenses incurred.

Foreign Student Third Party Liability Rider

Underwritten By Unica Insurance Inc.

**\$2,000,000 (two million dollars) Benefit
Maximum**

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

COVERAGE

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

This Rider provides insurance for Your Legal Liability for Bodily Injury or Property Damage arising from Your personal actions as described below. Where a law suit is brought against You We 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 \$2,000,000 (two million dollars) per 365 day period.

Our 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.

We 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.

We 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, We 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. We will pay the benefit pursuant to this provision only after You have submitted to Us 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 Company, for any settlement or legal verdict; and
2. associated legal fees pre-approved by the Company, 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 Us.

The Company'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 Our consent. We 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 Us 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 Us. You shall provide Us with copies of all letters, pleadings and other relevant documents and materials received by You.
4. We may, at Our 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. We shall thereafter be under no further liability in respect of such occurrence(s) except that where the Benefit Maximum has not been paid, We will pay for legal costs and disbursements, which have been pre-approved by us 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, Our 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 Us at the time You are first advised of a legal action/claim against You. You can contact us 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 Coverage Period;
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:

guard.me Claims

Level 12, 95 Pitt Street,
Sydney NSW 2000, Australia **or**
Tel: +61-45 258 6543
Email: mylaine@guard.me
Website: www.guard.me/au

Unica Insurance Inc.

7150 Derrycrest Drive
Mississauga, Ontario, L5W 0E5
Tel: 1-866-864-1113

Additional Definitions:

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.

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

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.

We, Us, Our means Travel Healthcare Insurance Solutions Inc. doing business as guard.me.

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

Level 12, 95 Pitt Street, Sydney NSW 2000, Australia
Telephone: +61-45 258 6543 Email: mylaine@guard.me
Website: www.guard.me/au

or

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

Underwritten by: UNICA INSURANCE INC.