

Certificate of Insurance

Policyholder name:	Policy number:
Policyholder address:	Policy Effective Date:
	Policy Term: Both days inclusive, local standard time at the address of the Policyholder.
Annual premium	
Geographical area of cover	Canada
Currency of the policy	Canadian Dollars

Insured Persons

Name	Date of Birth	Relationship

Endorsements

Name	Endorsement(s)

Broker/Plan Sponsor

<p>Name: Health Risk Services #50, 12221 – 44th Street S.E. Calgary, Alberta T2Z 4H3 403-236-9430 OR 1-877-236-9430</p>
<p>Product</p> 

Summary of elected benefits:

Major Medical Benefits:	seCUREme Stop Loss Insurance -Outpatient Prescription Drug Plan only
Outpatient Prescription Drugs plan:	Option 1 – 80% reimbursement up to a maximum of \$100,000 CAD Option 2 – 100% reimbursement up to a maximum of \$100,000 CAD Option 3 – 80% reimbursement up to a maximum of \$25,000 CAD Option 4 – 100% reimbursement up to a maximum of \$25,000 CAD
Overall Maximum Limit	\$1,000,000 CAD
Deductible	\$2,500 CAD / \$5,000 CAD / \$10,000 CAD

Insuring agreement

The Policy is a legal contract between the Insurer and the Policyholder where the Insurer agrees with the Policyholder to reimburse up to the limits detailed in this Policy for costs incurred during the Policy Term subject to all of the exceptions, limitations and provisions of this policy. If the Insurer does not enforce, or delays in enforcing, any Policy exception, limitation or provision, this will not prevent the Insurer from enforcing that exception, limitation or provision later.

Effective date and policy term

This Policy takes effect on the effective date stated above, at 12.01 A.M., Standard Time at the Policyholder's address, and shall continue in effect as long as the premium is paid as herein agreed, unless and until either the Policyholder or the Insurer terminates the Policy in accordance with the provision entitled "Policy Termination by the Policyholder or the Insurer". Policy Terms and Policy anniversaries shall be determined from the Policy date of issue that shall fall upon the first day of the calendar month and year specified above.

The Insurer reserves the right to change the applicable premium rates but no such change shall affect payment of any premium until the Policy anniversary date next following by not less than thirty one (31) days after the Insurer has mailed or delivered to the Policyholder written notice of such change.

The insurance contract consists of this Declarations page, as well as all coverage wordings, riders or Endorsements that are attached hereto.

Identification of Insurer

This insurance has been affected in accordance with the authorization granted to the Coverholder by the Insurer. Any notice to the Underwriter may validly be given to the Coverholder.

Signature

In witness whereof this policy has been signed as authorised by the Insurer:

Signed:	Date:
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The Policyholder is requested to read this policy, and if incorrect, return it immediately for alteration. In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Claims Administrator. All other enquiries and disputes are to be addressed to the Coverholder via the Broker.

Policy terms and conditions

1. Definitions

For the purpose of these terms and conditions the following definitions shall apply:

Application Form

The application for cover under this Policy completed by an Insured Person.

Benefits

Any covered expenses/services that the Insurer will pay under this Policy.

Biological agent

Any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Broker

The broker acting on behalf of the Policyholder as shown in the Certificate of Insurance.

Certificate of Insurance

The document issued to the Policyholder upon acceptance of an Application Form detailing the particulars of this Policy and which should be read in conjunction with these Policy Terms and Conditions.

Chemical agent

Any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

Chronic Condition

Any Injury or Sickness which requires medical attention, monitoring or treatment for a period exceeding ninety (90) consecutive days.

Claims Administrator

Health Risk Services.

Coverholder

Freedom Health Insurance which is authorised to administer this policy on behalf of the Insurer.

Declaration

The declaration made by an Insured Person(s) in the Application Form.

Deductible

The amount the Insured Person is liable for before any remaining eligible expenses are reimbursed under this Policy. The amount of the Deductible is shown on the Certificate of Insurance and applies per Insured Person per Policy Term.

Dependent

- The spouse or common law spouse (including same sex) of a Policyholder (but excluding those legally separated) and under the age of 70.
- Unmarried children, step-children, foster children and legally adopted children, who are dependent on the Policyholder for support, provided that such children are not more than 18 years old at the date the Policy was purchased, or 25 years old provided it can be proven that the child is continuing in full-time education. Benefits will terminate at the end of the school term in which the child turns age 25.
- Unmarried children, step-children, foster children and legally adopted children, who are dependent on the Policyholder for support due to physical or mental disability.

Diagnostic Services

Laboratory tests and x-ray services, radiographs and nuclear medicine procedures used to diagnose and treat medical conditions.

Effective Date

The date on which the coverage under this Policy begins.

Endorsement

Any change to the Policy terms and conditions as shown on the Certificate of Insurance. This can take the form of:

- a specific Pre-Existing Condition not being covered;
- an extra premium to cover a Pre-Existing Condition (this must be agreed by the policyholder); or
- any other change to the standard terms and conditions.

The Policyholder can ask us to reconsider any Endorsement within the first 30 days of each Policy Term.

Immediate Family Member

The spouse, son, daughter, father, mother, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandson, granddaughter, grandfather or grandmother of the Policyholder.

Injury

An unexpected and unforeseen harm to the Insured Person's body caused by an Accident occurring while this Policy is in force and resulting, directly and independently of all other causes, in the Insured Person incurring Medical Expenses.

Insured Person / You / Your

An eligible person as defined in the eligibility section of this Policy and listed on the Certificate of Insurance.

Insurer / we / us / our

Anahita Insurance Corporation.

Medical Expenses

Medical and related expenses for which coverage is provided under the Major Medical Benefits section of this Policy which are necessarily incurred as a result of Injury or Sickness while coverage is in force under this Policy as to the Insured Person.

Nurse Practitioner (NP)

A registered nurse who is prepared, through advanced education and clinical training, to provide a wide range of preventive and acute health care services to individuals of all ages.

Overall Maximum Limit

The total aggregate lifetime limit that may be claimed by an Insured Person as stated in the Certificate of Insurance.

Physician or Surgeon

A legally licensed medical practitioner recognised by the law of the country where treatment is provided and who, in providing such treatment, is practising within the scope of his / her licensing and training. A Physician or Surgeon must not be the Insured Person or an Immediate Family Member.

Physician's Assistant (PA)

A medical professional who works as part of a team with a Physician or Surgeon, is a graduate of an accredited PA educational program and is nationally certified and licensed to practice medicine with the supervision of a Physician or Surgeon.

Policy

This Policy / contract of insurance with the Policy number stated on the Certificate of Insurance

Policyholder

The holder of this Policy as stated on the Certificate of Insurance.

Policy Term

As stated on the Certificate of Insurance.

Pre-Existing Condition

Means:

- a) a condition for which an Insured Person is given medical care, advice, Diagnostic Services or treatment twelve (12) months prior to the Insured Person's Effective Date of coverage or the Effective Date of any Benefit that is added to existing coverage; or
- b) a condition for which an Insured Person is given medication twenty four (24) months prior to the Insured Person's Effective Date of coverage or prior to the Effective Date of any Benefit that is added to existing coverage; or
- c) a condition which produced symptoms twenty four (24) months prior to the Insured Person's Effective Date of coverage or the Effective Date of any Benefit that is added to existing coverage. These symptoms must be distinct and significant enough to establish onset or manifestation by one of the following tests:
 - i) the symptoms would allow a Physician or Surgeon to make a diagnosis of the disorder; or
 - ii) the symptoms would cause an ordinarily prudent person to seek medical diagnosis or treatment.

Premium Due Date

Means the date on which the Policy falls due for renewal.

Reasonable and Customary Costs

Costs incurred for approved, eligible treatment or supplies that do not exceed the standard costs of other providers of similar standing in the same region, for the same treatment of a similar Sickness or Injury.

Sickness

Any unexpected and unforeseen illness or disease manifesting itself while this Policy is in force as to the Insured Person and which causes the Insured Person to incur Medical Expenses.

Terrorism (nuclear, chemical and biological)

An act or series of acts, including the use of force or violence or the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent during the Policy Term by any person or group(s) of persons, whether acting alone, or on behalf of, or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. Eligibility

Policyholder

For the purposes of this Policy, the Policyholder must be:

- a Canadian resident and holder of a Canadian passport;
- aged under 70 at time of completing an Application Form for cover;
- have completed and signed the Application Form in acceptance of the Policy terms and conditions; and
- have paid the required premium.

Dependants

For the purposes of this Policy, Dependants shall be considered as those persons who are:

- eligible Dependants of the Policyholder (as defined by this Policy under the definitions section) and
- have paid the required premium or had such premium paid on their behalf by the Policyholder.

Newborn children shall be covered up to the age of three (3) months at which time evidence of insurability and the appropriate premium adjustments will be made.

2.1 Grandfathering

Persons currently insured under another group insurance or individual insurance plan can enrol under the Health Risk 'Catastrophic' plan with no evidence of insurability provided a declaration of continued good health is received. Persons who qualify to have the Pre-existing Conditions clause waived will be subject to any previous restrictions in place at the time cover was transferred until the earlier of the following:

- if a previous plan of coverage had no pre-existing provision then there shall be no time limit imposed on the cover provided by this Policy; or.
- if the previous plan included a pre-existing provision then such provision will remain in effect under this seCUREme Policy until such time as the provision expires.

Application must be made within thirty (30) days from termination of the previous coverage and the minimum term of coverage is three (3) months. Applications not completed within (thirty) 30 days from the termination of previous coverage will be subject to full medical underwriting and any applicable exclusions the Insurer may apply.

3. Premium Payment

The Policyholder undertakes that the premium will be paid, in full, to the Insurer within thirty (30) calendar days of the Effective Date of this Policy or, in respect of instalment premiums, when due.

If the premium due under this Policy has not been paid to the Insurer by the 30th day from the Effective Date of this Policy or, in respect of instalment premiums, by the date it is due, the Insurer shall have the right to cancel this Policy by notifying the Policyholder, in writing, via the Broker. In the event of cancellation, premium is due to the Insurer on a pro rata basis for the period the Insurer is on risk but the full Policy premium shall be due to the Insurer in the event of a loss or occurrence prior to the cancellation date which gives rise to a valid claim under this Policy.

It is agreed that the Insurer shall give not less than thirty (30) days' prior notice of cancellation (the **Notice Period**) to the Policyholder via the Policyholder's Broker. If the premium due is paid in full to the Insurer before the Notice Period expires, notice of cancellation shall automatically be revoked. If not, the Policy shall automatically terminate at the end of the Notice Period.

Premiums are billed as followed:

- Should an Insured Person's cover become effective on the first of the month, premiums will be due for the entire month.
- Should an Insured Person's cover terminate after the first of the month, premiums will be charged for the entire month.
- Premium rates charged are based on the actual birth date and age of the Insured Person at the time the invoice for premium is issued.

3.1 Currency

All premium payments made to the Insurer will be in lawful Canadian currency.

4. How to make a claim

The Insurer will pay Benefits provided that:

- written details of all claims have been sent to the Claims Administrator as soon as possible and in any event not later than ninety (90) days after the occurrence or commencement of any loss covered by the Policy.
- all documentation relating to the claim, including the claim form and invoices, are originals and not copies.
- the required premiums have been paid relative to the Insured Person making the claim.

It is understood by the Policyholder that:

- the Insurer can ask for medical information from any Physician or Surgeon as often as required and, if necessary, examine the Insured Person.
- the Insurer shall be notified of any circumstances that may lead to a claim against a third party or any other insurance policy.

In the event of a claim please contact the Claims Administrators:

Health Risk Services
12221 44 Street SE #50
Calgary AB
T2Z 4H3
Canada
Phone: 403-236-9430
Fax: 403-236-9420
Email: CarrieAnnTempleton@healthrisk.ca

4.1 Failure to give notice of proof

Failure to give notice of claim or furnish proof of claim within the time prescribed by this provision 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 ninety (90) days from the date of the Injury or the date a claim arises under the Policy if it is shown that it was not reasonably possible to give notice or furnish proof within the time prescribed.

5. Administration of the Policy

The Insurer may employ agents to perform any administrative, management or other ancillary services required to enable the Insurer to perform its obligations under the Policy.

Requests and instructions will only be valid if made or given in writing to the Insurer via the Coverholder.

Any notice given, or other communication, by the Insurer in connection with the Policy Terms and Conditions will be given, or made, in writing and sent by post to the nominated correspondence address of the Policyholder as last notified in writing to the Insurer.

6. Making changes to the Policy

Only the Insurer or the Policyholder can change the Policy and no other Insured Person has any legal right to enforce any part of it.

6.1 When the Policyholder can make changes to the Policy

The Policyholder can only make changes to the coverage provided by the Policy at the beginning of each Policy Term. Any changes made to the coverage will apply to each Insured Person covered under the Policy and an additional premium may be charged.

If the Policyholder wants to change the cover for their Outpatient Prescription Drugs plan, a new Application Form must be completed and the Insurer reserves the right to apply an Endorsement for Pre-Existing Conditions to an Insured Person's cover.

6.2 When the Insurer can make changes to the Policy

The Insurer may make alterations by way of an Endorsement to the Policy Terms and Conditions as it considers appropriate if:

- a) it ceases to be reasonably practicable for the Insurer to comply with the Policy Terms and Conditions as a result of:-
 - i) any change (introduced, enacted or proposed) in any legal, regulatory or other official requirements applicable to the Insurer, the Policy or the Policyholder;
 - ii) a change in the interpretation or application of any such legal, regulatory or other official requirements;
 - or
 - iii) compliance with any request from any government, statutory or regulatory agency or authority.
- b) there is any change to the basis of taxation which applies to the Insurer or to the Policy.

The Insurer can make reasonable and appropriate changes to the Policy Terms and Conditions (or issue a replacement set of Policy Terms and Conditions) at any time while the Policy is in force. The Insurer will give the Policyholder no less than thirty (30) days' notice by post of a change to these Policy Terms and Conditions and the notice of change may be included in any documentation the Insurer issues to the Policyholder.

Changes to the Policy Terms and Conditions that are outside of the Insurer's control or not to the Policyholder's detriment will take place immediately. All other changes will take effect thirty (30) days from the date of the notification of a change or such later date as may be specified.

7. Policy Termination by the Policyholder or Insurer

7.1 When the Policyholder may cancel the Policy

The Policyholder may cancel the Policy at any time by providing a written request to cancel the Policy to the Broker giving the Insurer at least thirty (30) days' notice of the intention to cancel.

If the Policyholder cancels the Policy and has paid the premium in full, the Policyholder will be entitled to receive a refund of the premium paid proportionate to the number of full months of the Policy Term remaining at the time the written request to cancel is received by the Insurer. A minimum of three months' premium will be retained by the Insurer.

7.2 When the Insurer may cancel the Policy

Fraud

The Insurer may cancel the Policy if the Policyholder or an Insured Person commits a fraud which includes doing any of the following:

- Making any untrue statements to the Insurer, the Coverholder, the Claims Administrator or any other party acting on behalf of the Insurer.
- Failing to disclose any material facts relevant to the Policy or a claim.
- Acting fraudulently in any other way.

If the Insurer cancels the Policy because of fraud, the Policy will become void. If this happens, the Policyholder must immediately return all monies paid by the Insurer to an Insured Person in settlement of any claim to the Insurer. The Insurer will not return any premium to the Policyholder.

7.3 Termination of Coverage of an Insured Person

An Insured Person's coverage under a Policy will terminate on the Premium Due Date following:

- The date the Policy or any Benefit under the Policy terminates.
- The date of death of an Insured Person.
- The date the Policyholder cancels any or all insurance benefits under the Policy.
- The date that any premium required or due on the part of the Insured Person remains unpaid.
- The date the Insured Person enters full-time military service.
- When the Insurer determines that material misrepresentation, fraud, substantial breach in contractual duties, conditions or warranties has occurred.
- The end of the Policy month coincident with or next following the date on which the Insured Person no longer qualifies as an Insured Person for insurance under this Policy.
- The date the Insured Person reaches age 70.

Termination of this Policy and the insurance in respect of an Insured Person will not prejudice any claim where the Policy has been terminated in accordance with the provisions under the Claims Provisions section of this Policy. The Limitations, Exclusions and other terms and conditions of coverage applicable to this Policy will apply.

8. Complaints procedure

At Anahita Insurance Corporation, each of our customers is important to us, and we believe you have the right to a fair, swift and courteous service at all times. We are committed to providing you with excellent service and exceeding our customers' expectations. If for any reason you are not entirely satisfied with any aspect of our service, please let us know.

We shall work to correct matters as quickly as possible and where appropriate, take steps to prevent the problem happening again. We value our customers and your feedback can help us improve the products and services we offer.

Your complaint will be investigated by an employee of competence not involved in the subject matter of the complaint.

We aim to resolve all complaints by close of business on the business day following receipt of the complaint. If we cannot resolve the complaint within this time due to us needing to carry out more in-depth investigations, we shall:

- acknowledge your complaint in writing within five working days with either a full response or information about the progress of the matter and a contact name for future reference; and
- provide you with a final response and redress (if appropriate), within four weeks of receipt of your complaint.

Please note in some circumstances, a complaint may require more in-depth investigations and therefore a longer timeline to resolve will apply. We shall aim to resolve such in-depth complaints within 8 weeks. We shall advise you if this is the case with your complaint.

How to complain

You can raise your concerns by writing to the Vice President at:

Anahita Insurance Corporation
2nd Floor, CGI Tower
Warrens
St Michael
BB22026
Barbados

9. Data protection

We will use your personal information, including information provided about your dependants, to underwrite, administer and service the policy. By taking out a policy with us, you consent us to using your personal information and sensitive personal information. We will also use your personal information for statistical data analysis, to prevent fraud and for audit purposes.

In carrying out your instructions, processing and administering your claims, we may disclose your personal information to third parties acting on our behalf. We will ensure appropriate safeguards are in place to protect your information.

If required to do so, we will pass your personal information and information about the policy to a legal or a regulatory body.

We will continue to hold information about you and the policy for a reasonable period of time after it may have ended. After this time period, we will dispose of your personal information in a responsible way to maintain your confidentiality.

Major Medical Benefits

Benefits

Notwithstanding the limits stated in the separate sections of this Policy, the Overall Maximum Limit for Medical Expenses shall not exceed the lifetime maximum as stated in the Certificate of Insurance.

Please refer to the General Exclusions section for additional limitations.

Eligibility

All Insured Persons are eligible for major medical benefits coverage.

Prescription Drugs plan

When by reason of Injury or Sickness (unless otherwise stated), an Insured Person incurs expenses for any of the following while under the regular care and attendance of a Physician, Surgeon, Physician's Assistant, or Nurse Practitioner the Insurer will pay the Reasonable and Customary Costs for the following:

- Outpatient Prescription Drugs, medicine, and serums obtainable only upon a written prescription and dispensed by a pharmacist, a Physician, chemist, Surgeon, Physician's Assistant, or Nurse Practitioner to a maximum of ninety (90) days' supply within a three (3) month period.

Biological drugs must be preapproved by the insurer.

Prescription drugs used for the treatment of neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type will be considered eligible under this Policy.

Dispensing fees for all drugs are limited to a maximum of \$12.30 CAD per prescription.

General exclusions

This Policy does not cover expenses directly or indirectly caused by:

- Pre-Existing conditions
- Injury or Sickness caused by an act of declared or undeclared war; Terrorism, service in the military forces of any country, including non-military units supporting such forces; the Insured Person committing or attempting to commit civil tort, an indictable offence or a criminal act, taking part in a riot (meaning the Insured Person is taking an active part in common with three or more others by using or threatening to use force or violence without authority of law).
- Air travel, other than as a passenger in a certified commercial aircraft that provides passenger service and complies with government regulations concerning pilot licensing and current certificates of airworthiness.
- Radioactive Contamination: This Policy excludes any claim directly or indirectly consequent upon or contributed by:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - b) radioactive toxic explosion or other hazardous properties of any explosion, nuclear assembly, or nuclear component thereof, howsoever such release or explosion is caused.
- Any claim as a result of venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno Deficiency Virus (HIV) howsoever these have been acquired or may be named, unless specifically stated otherwise in this Policy.
- Injury or Sickness caused by deliberate exposure to exceptional danger (except in an attempt to save human life).
- Injury or Sickness caused by the Insured Person being under the influence of alcohol or drugs.
- Misuse of medication, use of intoxicants or illegal drugs, or treatment thereof or Accidents related thereto;
- Neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type except as specifically stated otherwise in this Policy. Prescription drugs used for the treatment of such conditions will be considered eligible under this Policy.
- Prescription drugs required in the treatment or control of a Chronic Condition within the first 24 months of the Insured Person's Effective Date of coverage, unless coverage has been granted under the Grandfathering provisions of this Policy (*see section 2 of this Policy for an explanation of this term*).
- Prescription drugs or lifestyle drugs prescribed for the treatment of hair loss, obesity / weight loss, erectile dysfunction or smoking cessation.
- Services primarily for weight reduction or treatment of obesity including morbid obesity, or any care which involves weight reduction as a main method for treatment. This includes any morbid obesity surgery, even if the Insured Person has other health conditions that might be helped by a reduction of obesity or weight, or any program, product or medical treatment for weight reduction or any expenses of any kind to treat obesity, weight control or weight reduction.
- Injury or Sickness caused by the Insured Person's active participation in acts of Terrorism (as defined in this Policy).
- Actual or threatened malicious use of Biological Agents or Chemical Agents.
- Suicide or attempted suicide or intentional self-injury or through being in a state of insanity

- Biological drugs unless approved in advance by the Insurer.
- Expenses associated with pregnancy and childbirth, including the care and treatment of a newborn child while in Hospital immediately following birth and the subsequent medical program recommended for the newborn child including checkups and immunizations.
- Elective and/or cosmetic surgery, whether or not for psychological reasons unless required as the result of Injury incurred while this Policy is in force and pre-approved by the Insurer.
- Any costs incurred during any period for which the appropriate premium has not been paid or while the Policy is not in force as to the Insured Person.
- Any Medical Expense incurred while covered under this Policy but submitted more than ninety (90) days following the date the expense was incurred or more than ninety (90) days after coverage terminated.
- Fertility or infertility treatment and / or drugs related thereto.
- Termination of pregnancy or expenses relating thereto.
- Hazardous exclusion: The Insurer shall not be liable for any loss to the Insured Person(s) resulting directly or indirectly from any one or more of the following activities, or caused by, contributed by or occasioned by, or happening through, arising from, or in consequence of any Accident or Injury occurring whilst the Insured Person is engaged in any hazardous activity, pastime or pursuit including, but not limited to, hunting, big-game-hunting, safari, paint-balling, roller-blading, skateboarding, caving, mountaineering or rock climbing normally requiring the use of ropes or guides, potholing or underground activity, skydiving, parachuting, paragliding, bungee-jumping, ballooning, hang-gliding, delta-plane flying, underwater activities that require the use of artificial breathing apparatus, scuba-diving, water-sports, canyon water-sport, kayaking, sailing or yachting outside coastal waters or from country to country, deep sea fishing, jet-boating, white water rafting, fencing, martial arts, rallying, racing of any kind other than on foot, and undertaking any professional or semi-professionally sponsored organized sport (including any incidents involving saddle-bearing animals):

General information, provisions and limitations

Adverse Consequences

The Insurer reserves the right to refuse to settle a claim where to do so would, in its reasonable opinion, result or be likely to result in either the Insurer or the Policyholder suffering material adverse financial, regulatory or tax consequences.

Arbitration

Any differences with respect to medical opinion will be settled between two medical experts appointed by the Insurer and the Policyholder. This dispute resolution will be in writing. Any differences of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing at the outset by the two medical experts.

Conformity with Provincial Statutes

Any provision of this Policy which, on its Effective Date, is in conflict with the statutes of the province in which this Policy was delivered or issued for delivery is hereby amended to conform to the minimum requirements of such province.

Entire Contract - Changes

This Policy, the application of the Policyholder and (if required by the Insurer) the individual applications of the Insured Persons constitute the entire contract between the parties, and any statement made by the Policyholder or by any such person shall, in the absence of fraud and unless expressly stated to the contrary, be deemed a representation and not a warranty. No such statement shall void the insurance or reduce the benefits under this Policy or be used in defence to a claim hereunder unless it is contained in a written application, nor shall any such statement of the Policyholder, except a fraudulent misstatement, be used at all to void this Policy after it has been in force for two years from the date of its issue, nor shall any such statement of any person eligible for coverage under the Policy, except a fraudulent misstatement, be used at all in defence to a claim for loss incurred after the insurance coverage with respect to which claim is made has been in effect for two years from the date it became effective.

No change in this Policy shall be valid unless approved by an executive officer of the Insurer and unless such approval be endorsed hereon or attached hereto. No agent has authority to change this Policy or to waive any of its provisions.

Force Majeure

No liability on the part of the Insurer shall arise if the Insurer is prevented from fulfilling its obligations under the Policy by reason of any supervening event beyond its reasonable control (including, without limit, any act of god, war, national emergency, Terrorism, fire, flood, strike or industrial action).

Governing Law

This Policy is governed by the Laws of Barbados and any dispute arising out of this policy shall be settled in the courts of Barbados.

Invalidity

If any provision of this Policy is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provision of this Policy which will remain in full force and effect.

Legal Actions

No action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) days after written Proof of Loss has been furnished in accordance with the requirements of this Policy. No such action shall be brought after the expiration of three (3) years (or the minimum time, if more than three (3) years, permitted by law in the jurisdiction where the Insured Person resides) after the time written Proof of Loss is required to be furnished.

Legal Discharge

Payment of Benefits by the Insurer to an Insured Person or beneficiary thereof, shall be treated as being made in legal discharge of all obligations owed by the Insured to the Policyholder in respect of such Insured Person or beneficiary under this Policy and for this purpose, payments to a Insured Person or beneficiary thereof shall be considered as payments to the Policyholder.

Misrepresentation and Fraud

All Benefits under this Policy shall be voidable if the Insurer determines, whether before or after the loss, that the Insured Person has concealed or misrepresented any material fact or circumstance concerning this Policy or his/her interest therein, or in the case of fraud or false swearing by You or if You refuse to disclose information or permit the use of such information, pertaining to any of the Insured Persons under this Policy. The completed and signed Application Form is the basis of and forms part of this Policy and any erroneous responses therefore constitute material misrepresentation. Any claim to which any concealed or misrepresented material fact or circumstance pertain shall not be payable under this Policy and You shall be solely responsible for all expenses relating to Your claim.

Other insurance

If, at the time of loss, the Insured Person has insurance from another source for Benefits provided under this Policy, the Policy with the earliest Effective Date will be deemed to be first payor. Any Benefits payable by the following shall not be considered as a covered cost under this Policy:

- Any group or individual hospital or medical plan.
- Any government hospital or medical plan.
- Any Worker's Compensation Act.
- Any public or tax-supported agency

Payment of Benefits

The Claims Administrator will, on behalf of the Insurer, make payment to the Policyholder or legal representative or directly to the provider of treatment or services.

Payment will be in Canadian currency.

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any Benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such Benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Subrogation

If an Insured Person suffers a loss covered under this Policy, the Insurer is granted the right from the Insured Person to take action to enforce all the rights, powers, privileges and remedies of the Insured Person, to the extent of Benefits paid under this Policy, against any person or organisation which caused such loss. Additionally, if no fault Benefits or other collateral sources of payment of expenses are available to the Insured Person, regardless of fault, the Insurer is granted the right to make a demand for and recover those Benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in the Insured Person's name, and the Insured Person will attend at the place of loss to assist in the action. If the Insured Person institutes a demand or action for a covered loss he or she shall immediately notify the Insurer so that it may safeguard its rights. The Insured Person shall take no action after a loss that will impair the rights of the Insurer.

Statutory Conditions

The Application Form, the Policy, any document attached to the Policy when issued, and any amendment to the contract agreed upon in writing after the Policy is issued, constitute the entire contract between the Insurer and the Policyholder. Any provision of the Policy which, on its Effective Date, is in conflict with the statutes of the jurisdiction in which the Policy was issued is hereby amended to conform to the minimum requirements of such statutes.

Workers' Compensation Laws

This policy is not in lieu of, and does not affect, any requirements for coverage under any Workers' Compensation Law.