

Declaration Page

- 1. **MASTER POLICY HOLDER:** **The Benefits Trust - VERO Health Care Plan**
- 2. **POLICY NUMBER:** **29976318SL**
- 3. **INSURER:** **Royal & Sun Alliance Insurance Company of Canada**
- 4. **POLICY TERM:** **Effective Date: June 1, 2006**
 Expiry Date: May 31, 2007
- 5. **PREMIUM:** **As defined in Application**
- 6. **TYPE OF INSURANCE:** **Viator Group Extended Health and Drug**
 Stop Loss Insurance
- 7. **INDIVIDUAL STOP LOSS LEVEL:**

	Extended Health & Drug Coverage			Drug Only Coverage		
	A	B	C	D	E	F
Plan						
Stop-Loss Level	\$5,000	\$7,500	\$10,000	\$5,000	\$7,500	\$10,000



IDENTIFICATION OF INSURER

Underwritten by: Royal & Sun Alliance Insurance Company of Canada

Administered by: Expert Travel Financial Security (E.T.F.S.) Inc.

Date.....

Per.....

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GROUP EXTENDED HEALTH AND DRUG BENEFITS STOP-LOSS INSURANCE

GROUP MASTER POLICY

SECTION 1 INSURING AGREEMENT

In consideration of the statements set forth in the Viator Group Extended Health Benefit Stop Loss Application, and in consideration of the payment of premium in accordance with Items 12 and 14 of said Viator Group Extended Health Benefit Stop Loss Application, the Insurer agrees to insure eligible employees of a Participating Employer of The Benefits Trust - VERO Health Care Plan and their eligible dependents, if any (herein individually named the Insured Dependent), as set forth in Items 8 and 9 of the Viator Group Extended Health Benefit Stop Loss Application, (herein all individually called the Insured Person) for whom application is made, for loss resulting from injury or sickness to the extent herein provided and subject to all of the exceptions, limitations and provisions of this policy.

SECTION 2 EFFECTIVE DATE AND POLICY TERM

This policy takes effect at 12:01 a.m., Standard Time, at the address of the Participating Employer, from which date all insurance years and months shall be calculated subject to Section 3 following. It continues in force for the period for which the premium has been paid.

SECTION 3 PREMIUM AND RENEWAL

This policy is issued in consideration of the payment of premiums in accordance with Items 12 and 14 of the Viator Group Stop Loss Application.

Premium shall be payable monthly on the first (1st) day of the month for which it applies.

This policy may be renewed subject to the written consent of the Insurer for further consecutive terms, not exceeding twelve (12) consecutive months, upon payment of the premium at the rate and in the amount determined at the time of renewal by the Insurer.

The Insurer reserves the right to amend this contract, including rates and benefits, in the event of statutory, regulatory, or judicial changes that result in additional risks not contemplated by this Insurance Policy.

SECTION 4 DEFINITIONS

As provided in the Participating Employer's Plan; plus,

"Insured Person" means an employee who meets the eligibility requirement under Section 5 below. Insured Person(s) wherever used in this policy will mean the employee and Insured Dependent.

"Insured Dependent" means the Spouse and the unmarried child of the Insured Person, who is under age 21 or under age 26 if a full-time student at a recognized educational institution, dependent on the Insured Person for support and is not employed on a full-time basis. A handicapped child who has a physical or mental deficiency and who is totally dependant on the Insured Person for support will continue to be eligible provided he/she was covered as an Insured Dependent under this policy before attaining age 26. Insured Dependent must also meet the eligibility requirement under Section 5 below.

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

"Medical Expenses" means the reasonable and necessary expense of treatment and/or drug expenses, as provided in the Participating Employer's Plan.

"Medically Necessary", in reference to a given service or supply, means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standard of medical treatment
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting your condition or quality of medical care.

"Plan" term used to refer to the Participating Employer's extended health care plan under The Benefits Trust - VERO Health Care Plan.

"Participating Employer" means a company, partnership, an association, or a registered or chartered group who have a group insurance policy through The Benefits Trust - VERO Health Care Plan, and have signed a Viator Group Stop Loss Application for coverage as the Participating Employer under this insurance policy.

"Spouse" means the person to whom the Employee is legally married or with whom he has been residing with in a common law relationship.

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

SECTION 5
ELIGIBILITY FOR INDIVIDUAL INSURANCE

As provided in the Participating Employer's Plan, eligibility applies to all eligible active employees of Participating Employers of The Benefits Trust - VERO Health Care Plan and employees on approved leave of absence or on disability, as provided herein, and their eligible dependants. In all cases, no coverage for a disabled employee will continue once the disabled employee turns age sixty-five (65) at which date coverage is automatically terminated. Further, all eligible persons must be under seventy (70) years of age and living in Canada and have current Provincial or Federal Government Health Insurance Plans in force to maintain eligibility.

SECTION 6
ELIGIBLE CLAIMS

When, by reason of bodily injury or by reason of sickness, the Insured Person incurs any Medical Expenses, which are eligible expenses under the Participating Employer's Plan and this Stop Loss Insurance policy, the Insurer shall reimburse the Plan Sponsor on behalf of the Insured Person for the eligible expenses incurred over and above the Individual Stop loss Level as stated in Item 7 of the Policy Declaration Page based on the reimbursement percentage formula chosen in the application of the participating employer.

The Insurer shall reimburse the Plan Sponsor on behalf of the Insured Person for the expenses incurred within a maximum of fifty-two (52) weeks following the date of the first eligible expense due to the accident or commencement of sickness.

It is understood there is a pre-existing medical condition limitation as identified in Section 10 of this Policy.

SECTION 7
INSURED PERSON EFFECTIVE DATE OF INSURANCE

As provided in the Participating Employer's Plan.

SECTION 8
INDIVIDUAL INSURED PERSON TERMINATIONS

Terminations will occur as provided in the Participating Employer's Plan. Notwithstanding this provision, the insurance of any Insured Person shall immediately terminate on the date the Insured Person becomes ineligible for the Participating Employer's Plan, or the disabled employee turns age sixty-five (65); or the Insured Person reaches seventy (70) years of age, whichever comes first.

**SECTION 9
SUBROGATION CLAUSE**

In the event of any payment of benefits under this policy, the Insurer shall be subrogated to all the rights of recovery therefore which any Insured Person receiving such payment, or any beneficiary to whom such payment is made, may have against any person, legal person or entity who caused the injury or sickness giving rise to claim under this policy. Such Insured Person or beneficiary shall execute and deliver any related instruments and papers and do whatever else is necessary to secure such rights and shall do nothing after the loss to prejudice such rights.

**SECTION 10
EXCLUSIONS, LIMITATIONS & SPECIAL PROVISIONS**

As provided in the Participating Employer's Plan. Notwithstanding this provision, the insurance of any Insured Person shall exclude coverage for any trip or sojourn outside Canada, except as provided in item 1 below.

Notwithstanding any provision in the Participating Employer's Plan, no coverage is provided herein for any expenses caused directly or indirectly, in whole or in part, by any of the following:

1. Medical Referrals outside Canada, unless such treatment is not available in Canada and such treatment outside Canada is specifically authorized and paid for, or partially paid for, by the Insured Person's Provincial or Federal Government Health Insurance Plan;
2. Any treatment, surgery, care, service, examination or device which is not covered in the Participating Employer's Plan;
3. Any treatment, surgery, care, service, examination or device which:
 - a. is not medically necessary;
 - b. is provided or required for cosmetic purposes;
 - c. is conducted as an experiment;
 - d. is provided or required for non-curative reasons;
 - e. or exceeds what is ordinarily provided or required by current therapeutic practice;
4. Therapeutic or elective abortion;
5. Laser Vision Surgery;
6. Services or supplies associated with:
 - a. Erectile dysfunction which are in excess of five thousand dollars (\$5,000.00) per Insured Person per annum,
 - b. The diagnosis or treatment of infertility which are in excess of five thousand dollars (\$5,000.00) per Insured Person per annum,
 - c. Contraception, other than oral contraceptives;
7. Homeopathic preparations, unless federal or provincial legislation requires a prescription for their sale;
8. Drugs which do not legally require a prescription and pharmaceutical supplies which are either experimental or not approved by the Canadian government or Provincial government regulatory body in the Insured Person's Province of residence;
9. Any treatment related to or provided for drug addiction;
10. Private duty nursing costs which are in excess of twenty-five thousand dollars (\$25,000.00) per Insured Person per annum;

11. Semi-private, or private, hospital room charges, which are in excess of two hundred dollars (\$200.00) per Insured Person per diem;
12. Medical air ambulance outside Canada, unless approved and arranged by the Insurer.
13. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, rebellion, revolution, insurrection or military power.
14. Terrorism or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate Terrorism regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage except for ensuing loss or damage which results directly from fire or explosion.

No consideration for Stop Loss approval will be given for any claim per paramedical practitioner which exceeds \$500 per calendar year. In addition no consideration for Stop Loss approval will be made for any individual or group of individuals attached to an Executive Health Plan, otherwise known as a Cost Plus plans.

Notwithstanding the terms noted above, eligible claims are subject to the following pre-existing medical condition limitation.

Reimbursement of Medical Expenses will be limited under this Policy for any sickness or bodily injury for which:

- a) the Insured Person received medical treatment, consultation, care or services including diagnostic measure, or took prescribed drugs or medicines in the six month period prior to becoming eligible for coverage under this Policy, or
- b) the Insured person had symptoms for which an ordinarily prudent person would have consulted a health care provider in the six month period prior to becoming eligible for coverage under this Policy, and
- c) the claim expenses were incurred within twenty-four (24) months of the Insured Person's effective date of coverage under this Policy.

For bodily Injury or sickness to which the pre-existing medical condition limitation applies, the reimbursement of Medical Expenses, in any policy year for any one Insured Person is limited to \$5,000 per individual.

Any amendments or changes expanding or increasing the Participating Employer's Plan standards or claims policy must be approved by the Insurer for this Stop Loss Insurance to remain in force.

The Insurer herein reserves the right to review all eligible claims payable under this policy.

Further, this policy is subject to and shall not contravene any Federal or Provincial Statutory requirement with respect to any Hospital and/or Medical Plans, nor shall it duplicate any benefits which are provided under any Federal or Provincial Hospital or Medical Plans or Acts, or any other policy providing a reimbursement benefit, specifically:

- a) any cost plus claims or individual Hospital or Medical Plan;
- b) any government Hospital or Medical Plan;
- c) any "Workers' Compensation Act";
- d) any public or tax-supported agency.

SECTION 11 MAXIMUM LIMIT

The total amount payable under this policy for reimbursement of all eligible expenses which an Insured Person has incurred as a result of sickness, or as the result of all injuries caused by an accident, shall not exceed an aggregate limit of one million dollars (\$1,000,000.00) per annum.

Further, there are internal maximum limits as stated in Section 10, EXCLUSIONS, LIMITATIONS & SPECIAL PROVISIONS, of this Policy.

SECTION 12 GENERAL PROVISIONS

Proof of Loss

In the case of claim for loss, written proof of such loss must be furnished to the Insurer within ninety (90) days after the date of such loss. Failure to furnish such proof within such time shall not invalidate nor reduce any claim if it shall be shown not to have been reasonably possible to furnish such proof during such time and that such proof was furnished as soon as was reasonably possible, but in no event shall a claim be eligible if notice is given later than one (1) year after the date of the accident or the commencement of sickness.

The Contract

This policy includes the endorsements and attached papers, if any, and contains the entire contract of insurance. No statement made by the applicant for insurance shall void the insurance or reduce benefits hereunder unless contained in a written application signed by the applicant. All statements contained in any such application for insurance shall be deemed representations and not warranties. No agent has authority to change this policy or to waive any of its provisions. No change in this policy shall be valid unless approved by the Insurer and such approval must be endorsed hereon or attached hereto.

Limitation of 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 proof of loss has been filed in accordance with the requirements of this policy, nor shall such action be brought at all unless brought within one (1) year (three (3) years in Quebec) from the expiration of the time within which proof of loss is required by this policy.

If any time limitation of this policy with respect to giving notice of claim or furnishing proof of loss, or commencing an action at law or in equity is less than that permitted by law of the Province in which the Participating Employer is located at the time this policy is issued, such limitation is hereby extended to agree with the minimum period permitted by such law.

Termination

The Insurer may terminate this policy by mailing to the Benefit Trust at the address shown in this policy written notice stating when, not less than sixty (60) days thereafter, such termination shall be effective.

The mailing of such as aforesaid shall be sufficient proof of notice and the effective date of termination stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Participating Employer or by the Insurer shall be equivalent to mailing.