# TIPS POST DEPARTURE TRAVEL INSURANCE POLICY

### **BEFORE YOU DEPART**

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 40. If **you** have any questions, contact **your** agent.

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

Make sure **you** check **your policy confirmation** to confirm **your** benefits, coverage and limits.

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

### **RIGHT TO EXAMINE**

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

# **IMPORTANT NOTICE**

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel as your coverage is subject to certain limitations, conditions or exclusions.
- Pre-existing condition exclusions may apply to medical conditions and/or symptoms that existed prior to your covered trip. Check page 3 to see how these apply to your policy and how they relate to your departure date, date of purchase or effective date.
- In the event of an **injury** or **sickness**, prior medical history may be reviewed when a claim is reported.

 This policy provides travel assistance and you are required to notify the emergency assistance provider prior to treatment. This policy limits benefits should you not contact the assistance provider within the specified time period.

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## **ELIGIBILITY REQUIREMENTS**

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

- You must not have a medical condition for which a physician has advised you against travel prior to your effective date.
- You must not have been diagnosed with a terminal sickness prior to your effective date.
- Anyone over 69 years of age on the effective date must not reside in a retirement home, nursing home, assisted living home, convalescent home, hospice or rehabilitation centre that assists you daily with your mobility or medications. Do not include a one-time temporary stay at a rehabilitation centre of no more than 6 weeks during the 12 months prior to your departure date.

- For full emergency medical coverage you must be insured under a valid Canadian federal, provincial or territorial government health insurance plan (GHIP) or Canadian university health insurance plan (UHIP). Otherwise the limit of coverage is \$25,000.
- You must be a resident of Canada.
- You must be under 90 years of age on your effective date.
- The **policy** must be purchased prior to **your departure date**.
- Any child born during the **covered trip** is not entitled to coverage under this **policy**.
- For anyone age 60 and over, the **effective date** of this **policy** must be greater than 13 days from any previous policy expiry date.

The maximum length of a **covered trip** is as follows:

- For ages 69 and under the maximum length of the **covered trip** is 23 days;
- For ages 70 to 89 the maximum length of the covered trip is 16 days.

# IMPORTANT INFORMATION ABOUT PRE-EXISTING CONDITIONS

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

STABILITY TABLE		
Age	Stability Period	Counting Back From
For Trip Interruption and Emergency Medical Benefits		
0-59	60 days	
60-74	90 days	Departure Date
75-89	180 days	]

# SCHEDULE OF MAXIMUM BENEFITS

BENEFIT SECTIONS		BENEFIT MAXIMUM	
1	TRAVEL ASSISTANCE	INCLUDED	
2	TRIP INTERRUPTION		
	UNUSED LAND	SUM INSURED	
	RETURN FLIGHT	UNLIMITED	
	ACT OF TERRORISM	SEE PAGE 13	
	ACCOMMODATION & MEALS	\$1,000	
3	TRIP DELAY	\$1,500	
	ACCOMMODATION & MEALS	\$1,000	
4	EMERGENCY MEDICAL		
	HOSPITAL & MEDICAL	\$10,000,000	
	ACCIDENTAL DENTAL	\$4,000	
	EMERGENCY MEDICAL EVACUATION/ RETURN HOME	\$10,000,000	
	ACCOMMODATION & MEALS	\$3,500	
	INCIDENTAL EXPENSES	\$250	
5	BAGGAGE & PERSONAL EFFECTS	\$1,500	
	BAGGAGE DELAY	\$400	
	MAXIMUM PER ITEM	\$500	
6	TRAVEL ACCIDENT		
	AIRFLIGHT ACCIDENT	\$100,000	
	WORLDWIDE ACCIDENT	\$50,000	

**Sum insured** means the amount of insurance coverage **you** have purchased for the benefit indicated.

# PERIOD OF COVERAGE

#### Effective Date – When Coverage Begins

Coverage	Effective Date
Trip Interruption	Begins on the <b>departure date</b> of <b>your covered trip.</b>
Emergency Medical	Begins on the <b>departure date</b> at the point when <b>you</b> leave <b>your</b> province or territory of residence on <b>your covered trip</b> .
Travel Accident	Begins when <b>you</b> leave <b>your</b> home on <b>your covered trip</b> .
All Other Benefits	Begin on the <b>departure date</b> of <b>your covered trip</b> .

### When Coverage Ends

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

- 1. The date and time **you** cancel **your** insurance prior to departure;
- 2. When you cancel your covered trip;
- 3. On your policy expiry date as shown on your policy confirmation:
- 4. On the date you return to your departure point.

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

## Automatic Extension of Coverage

Your insurance will automatically be extended beyond your scheduled expiry date as shown on your policy confirmation if:

1. Your scheduled common carrier is delayed or you are delayed due to circumstances beyond your

control, coverage will be extended for up to 72 hours; or

- 2. You, your travelling companion or a family member travelling with you are admitted to hospital on or prior to your expiry date. Coverage will be extended for the duration of the hospital stay and for up to 5 days after discharge from the hospital while outside your province or territory of residence; or
- 3. You, your travelling companion or a family member travelling with you are unable to travel due to a medical reason that does not require hospitalization. Coverage will be extended for up to 3 days and must be documented by a physician at your destination.

## **Extending Coverage After Departure**

If you decide to extend your covered trip after departure, call your agent.

We will extend your coverage under this policy beyond your expiry date, as long as:

- 1. You have not incurred a claim under this policy;
- 2. You have not experienced an injury or sickness including symptoms of undiagnosed medical conditions, or have not had medical treatment during your covered trip;
- 3. Coverage under this **policy** is in force at the time **you** request an extension;
- 4. You pay any additional required premium for such extension; and
- 5. The total Period of Coverage for any single **covered trip** including the extension requested, will not exceed the period for which **your** government health insurance plan covers **you** nor the maximum number of days of the plan purchased.

In all other circumstances, coverage may be extended beyond the above time frames, but only at the **company's** discretion. In no event shall coverage be extended for a period exceeding 12 months from **your** original **departure date**.

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

## How Do You Become Insured

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

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

If **you** have an infant under the age of 2 years who is a **family member**, travelling with **you** and listed on the **policy confirmation**, the infant will be covered at no charge under **your policy** for Emergency Medical benefits. Any child born during the **covered trip** is not entitled to coverage under this **policy**.

# TRAVEL ASSISTANCE

# When It Applies

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

# What We Provide – 24/7

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

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

# What To Do When You Need Assistance

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

USA & Canada	1-800-334-7787
Direct Dial Collect	1-905-667-0587
Email: assistance@oldrepubliccanada.com	

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

# Limitation on Emergency Assistance Provider Services

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

The emergency assistance provider's obligation to provide services described in this **policy** is subject to the terms, conditions, limitations and exclusions set out in this **policy**. The medical professional(s) suggested or designated by the company or the emergency assistance provider to provide services according to the benefits and terms of this **policy** are not employees of the **company** or the **emergency** assistance provider. Therefore, neither the company nor the emergency assistance provider shall be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any medical treatment or service you may receive or your failure to obtain or receive any medical treatment or service.

# **TRIP INTERRUPTION**

## When It Applies

If **you** must interrupt **your covered trip** while **you** are travelling.

# **Covered Events**

For insurance coverage to apply, the interruption of **your covered trip** must result from any one of the following unforeseen events occurring during **your** coverage period that prevents **you** from continuing on **your covered trip**:

#### <u>Health</u>

- 1. Any injury or sickness occurring to:
  - a) You or your travelling companion;
  - b)Your or your travelling companion's family member;
  - c) Your or your travelling companion's business partner, key employee, or caregiver, not travelling with you on your covered trip.
- 2. An **injury or sickness** which, in the written opinion of the attending **physician**, is expected to prevent **you** or **your travelling companion** from participating in a sporting event, when participation in that sporting event is the purpose of **your covered trip**.
- 3. You or your travelling companion are medically unable to receive a vaccination that is required for entry into a country, region or city originally determined to be your destination, provided that such vaccination was not mandatory on your effective date.
- Quarantine of you, your travelling companion or the spouse or children of either. Note, government imposed quarantines upon arrival at or return from your destination are not covered.

You must provide detailed medical documentation from a **physician** including a statement advising not to travel if the trip interruption was caused by or resulted from an **injury**, **sickness** or quarantine. Failure to do so will result in non-payment of the claim. We reserve the right to examine medical records or documentation relating to **your** claim(s) from any licensed **physician**, dentist, medical practitioner, **hospital**, clinic, insurer, individual, institution or other provider of service relating to the pre-existing time period pertaining to the claim presented. (See the **pre-existing condition** exclusion page 33.)

#### <u>Death</u>

- Your or your travelling companion's death, the death of your or your travelling companion's family member, friend, business partner, key employee or caregiver which occurs during the coverage period.
  - This does not include travel for the purpose of visiting a person suffering from a **medical condition** who dies due to that **medical condition** and whose death is the cause of cancellation or interruption of **your covered trip.**

#### Pregnancy & Adoption

- You, your travelling companion or the spouse of either experience complications in the first 26 weeks of pregnancy resulting in the attending physician advising against travel.
- The legal adoption of a child by you or your travelling companion when the notice of adoption was received after the effective date of this insurance.

#### Transportation & Accommodation

- 8. For covered trips booked through a licensed Canadian travel agency, bankruptcy of a travel supplier, other than the travel agency or organization from whom you purchased the travel arrangements. Benefits are provided only for the expenses charged by the travel supplier whose bankruptcy results in loss covered by this policy and which stops service after your effective date.
  - Payment is limited to the conditions described in "Limitation of payment for trip interruption bankruptcy" on page 38.
  - No coverage is provided for the total cessation or complete suspension of operations by a **travel supplier** caused by fraud or negligent misrepresentation by such **travel supplier**.
  - No coverage is provided if the **travel supplier** is a United States of America airline, except when the airline tickets are issued by a tour operator and are one component of an

inclusive package booked through a licensed Canadian travel agency.

- 9. Your or your travelling companion's place of business is made unsuitable for the transaction of business by fire, vandalism or natural disaster.
- 10. Your or your travelling companion's principal residence is made uninhabitable by fire, vandalism, or natural disaster.
- 11. Burglary of **your** or **your travelling companion's** principal residence or place of business during **your covered trip.**
- 12. Death, hospitalization or quarantine of **your** host at destination.
- 13. As the result of a cancellation of a cruise or tour included in your covered trip for reasons beyond your control except for bankruptcy, we will reimburse you up to \$2,000 for the added expense resulting from a change fee or one way fare to return to your departure point.
- 14. Your or your travelling companion's destination accommodations made uninhabitable for the period of your covered trip due to fire, vandalism, burglary or natural disaster.
- 15. A schedule change resulting in the late or early departure of the aircraft **you** are booked to travel on that causes **you** to misconnect with a portion of **your covered trip**.
  - Schedule changes caused by strike, labour disruption, bankruptcy, grounding of aircraft for failure to satisfy government safety regulations or security alerts are not covered.
  - Benefits are limited to \$1,000 for:
    - a) the change fee or the additional one way fare incurred by you to continue on your covered trip or to return to your departure point; and
    - b) the additional unplanned meals, commercial accommodations, essential telephone calls and taxi fares resulting from the schedule change up to \$350 per day.

If a claim is paid under this benefit, no other benefits under Trip Delay are applicable for this event.

- 16. For covered trips booked through a licensed Canadian travel agency, a schedule change resulting from a strike or labour disruption that causes you to misconnect with a portion of your covered trip provided the strike or labour disruption was not reported in any media prior to the date of purchase of this policy;
  - Benefits are limited to \$1,000 for the change fee or the additional one way fare incurred by you to continue on your covered trip or to return to your departure point.
  - Excluded are any general strikes or labour disruptions whereby all or most of the workers of a country, province, state, city or town cease work.
  - If a claim is paid under this benefit, no other benefits in this **policy** under Trip Interruption or Trip Delay are applicable for this event.
- 17. The delay of **your** connecting **common carrier** or private automobile due to mechanical failure, traffic accident, weather conditions or documented emergency road closure by police causing **you** to miss a connection provided **you** choose to continue on **your covered trip**. If a claim is payable under this benefit, no other benefits under Trip Delay are applicable for this event.

#### **Employment or Educational Obligations**

- 18. You or your travelling companion or the spouse of either, is called to emergency service as a member of a police force, armed forces, reserves or fire fighting unit as a result of a natural disaster.
- 19. The requirement that you or your travelling companion attend a high school, university or college course examination on a date that occurs during your covered trip, provided that the examination date which was published prior to your effective date was subsequently changed after the effective date.

#### Legal & Government

- 20. The loss or theft of **your** or **your travelling companion's** valid passport or travel documents causing **you** to misconnect with a portion of **your covered trip**.
  - Benefits are limited to \$1,000 for the change fee or the additional one way fare incurred by you to continue on your covered trip or to return to your departure point.
  - Excluded is any loss or theft as a result of: a) property left unattended; or
    - b) destruction or damage from confiscation or detention by customs or other officials or authorities.
- 21. You, your travelling companion or the spouse or children of either is called for jury duty, or are subpoenaed as a witness or required to appear as a defendant in a civil suit in a case being heard during your Period of Coverage.

#### Terrorism, Hijacking, & Travel Advisories

- 22. Hijacking of **you**, **your travelling companion** or the **spouse** or **children** of either.
- 23. An event, including **act of terrorism**, war, impending war or health issue, which causes the Government of Canada to issue an "Avoid Non-Essential Travel" or an "Avoid All Travel" advisory recommending Canadians not to travel to a country, region or city originally ticketed for a period that includes **your covered trip**. The travel advisory must be issued after the **effective date** of this insurance.
  - Payment is limited to the conditions described in "Limitation of payment for trip interruption act of terrorism" on page 38.
  - This benefit is not payable if the travel advisory is related to coronavirus, SARS or any mutation or variation of coronavirus or SARS.
  - This benefit is not payable if the **act of terrorism** is caused by the use of nuclear, chemical, or bio-chemical material.
  - This benefit is not payable if the cruise company changes its itinerary due to a travel advisory or warning.

### Family Pets

- 24. Injury, sickness or death of your family pet that is travelling with you on your covered trip.
  - The sickness must be a first time ever occurrence and must not be as a result of a pre-existing condition;
  - The **injury** or **sickness** must be emergent resulting in the **family pet** requiring **your** care;
  - The death of the **family pet** must be sudden and not related to a **pre-existing condition**;
  - You must provide the completed claim form along with complete medical documentation signed by a licensed veterinarian. Failure to do so will result in non-payment of the claim.
  - Your family pet travelling with you must have received all necessary Bordetella shots at least 2 weeks prior to your departure date and must have a health certificate from a licensed veterinarian enabling the family pet to enter your covered trip destination country/countries.

### What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 30.

### What We Pay

You are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits or the amount as otherwise specified in the benefit, when a covered event listed on pages 9 to 14 causes you to interrupt your covered trip, for any of the following applicable expenses incurred by you:

- 1. The unused part of **your** prepaid cruise and/or covered land arrangements, less any refunds or credits **you** are entitled to receive from any source;
- 2. The lesser of a one way **fare** or change fees on existing tickets, less any refunds or credits **you** are entitled to receive from any source, to return to **your departure point** or to continue on **your covered trip**;

- 3. The extra expenses incurred, supported by original receipts and proof of payment, for commercial accommodation and meals, essential telephone calls and taxi fares up to \$350 per day to a maximum of \$1,000;
- 4. Published cancellation fees imposed for the early return of a rental vehicle prior to the contracted date of return;
- 5. Published cancellation fees imposed by hotels for unused accommodations;
- 6. Up to \$500 to cover unused non-refundable prepaid costs for excursions that are not included as part of your original covered trip cost if you must cancel the balance of your covered trip;
- 7. If you are required to interrupt your covered trip to attend a funeral or go to the bedside of a family member who was admitted to hospital you have the option to purchase a round-trip ticket and we will reimburse you for the cost of the round-trip ticket, up to the amount of a one way economy ticket back to your departure point.

# **TRIP DELAY**

### When It Applies

If your travel is delayed on or after your scheduled departure date.

**Special Note:** Trip Delay coverage is intended to help **you** with the extra expenses **you** incur to catch up to **your covered trip**. If **you** experience a delay **you** need to make reasonable efforts to continue on **your covered trip**.

### What We Cover

The delay of **your covered trip** must directly result from any one of the following unforeseen events occurring on or after **your departure date**:

- 1. You or your travelling companion are delayed for at least 6 hours in arriving at your covered trip destination or returning to your departure point due to the delay, schedule change or cancellation of your or your travelling companion's common carrier.
  - Delays, schedule changes and cancellations

caused by strike, labour disruptions, **bankruptcy**, grounding of aircraft for failure to satisfy government safety regulations, coronavirus, SARS, or any mutation or variation of coronavirus or SARS or security alerts are not covered.

- 2. A delay of the private automobile in which **you** or **your travelling companion** are travelling as a result of:
  - a) a traffic **accident** documented by a police report;
  - b)mechanical failure;
  - c) weather conditions; or
  - d)emergency road closure by police documented by a police report

providing that **you** and **your travelling companion** left enough travel time to comply with the **travel supplier's** required check-in procedure.

- 3. A delay in clearing customs and security controls due to **your** or **your travelling companion's** mistaken identity.
- 4. Special events benefit: If the primary purpose of your covered trip is to attend a wedding, funeral, sporting event, ticketed performance, or conference and you are delayed in arriving at your destination for any reason beyond your control.
- 5. Cancellation of a domestic Canadian common air carrier that is providing a portion of **your covered trip**. We will reimburse **you** up to \$1,000 for the non-refundable prepaid airfare of a domestic carrier that is no longer useful for **your covered trip**.
- For items 1 to 5 above, if **your** travel arrangements were not made through a licensed Canadian travel agency, travel delay benefits will apply provided **your** travel arrangements meet the following connection times:
  - a) 2 hours between domestic airline connectors;
  - b)3 hours between international or Canada/USA connections;
  - c) 6 hours between mixed connections such

as an airline connecting to a land tour or cruise.

 The arrival of your cruise ship at its final destination port is delayed by at least 3 hours causing you to miss your scheduled flight to your next destination.

## What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 30.

### What We Pay

- 1. You are covered up to the maximum amount shown on the Schedule of Maximum Benefits for Trip Delay for the following applicable expenses incurred by you:
  - a) The change fee or the additional **fare** incurred by **you** while **you** are travelling to:

i) continue on your covered trip; or

- ii) return to your departure point;
- b) The unused, non-refundable insured portion of the prepaid expenses as long as such expenses are supported by proof of purchase and are not reimbursable by any other source, less the value of the unused travel ticket;
- c) Up to \$100 for additional pet care expenses
  you incur as long as the delay in your return
  is 24 hours or more;
- In addition, you are covered for the cost of meals, commercial accommodation, essential telephone calls, taxi fares and parking charges resulting from a delay up to \$350 per day, to a maximum of \$1,000 supported by original receipts and proof of payment.

The maximum benefit amount for Trip Delay will be reduced by any amounts paid or payable by any **common carrier** responsible for **your covered trip.** 

# **EMERGENCY MEDICAL**

### When It Applies

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

#### What We Cover

- Emergency medical expenses: as listed below and ordered or prescribed by a physician as medically necessary for diagnosis or treatment of your emergency sickness or injury:
  - a) the services of a **physician**, surgeon or in**hospital** duty nurse;
  - b) hospital room and board charges up to the semi-private room rate. This will include expenses for a cruise ship cabin or hotel room, not already included in the cost of your covered trip, if recommended as a substitute for a hospital room for recovery of an injury or sickness;
  - c) transportation furnished by a professional ambulance company to and from a **hospital**;
  - d) up to \$50 each way if a local taxi service is required to get you to and from the nearest medical service provider for a minor emergency;
  - e) your emergency evacuation from a remote location to the nearest appropriate hospital that can provide the necessary emergency medical treatment as determined and arranged by our emergency assistance provider;
  - f) diagnostic procedures, laboratory procedures and **treatment**, subject to prior approval by **us**;
  - g) medical equipment purchased or rented for therapeutic purposes subject to prior approval by us;
  - h)prescription medications required to **treat** any **emergency medical condition** or **injury**, which are prescribed by a **physician** and

dispensed by a licensed pharmacist (maximum 30 day supply).

- i) One follow-up visit following emergency treatment or one follow-up visit following hospital discharge for an emergency that is covered by this policy. The follow-up visit must be recommended by a physician at the time of discharge and take place within the required time frame recommended for an initial follow-up visit. The cost of this followup visit is limited to \$500.
- With respect to all **emergency** medical expenses, **you** or someone acting on **your** behalf are required to immediately contact **our** 24 hour assistance line at the telephone numbers provided on page 7 of this **policy** before admission to **hospital** or within 24 hours after a life or organ-threatening **emergency.** Failure to do so will result in **you** being responsible for 30% of any eligible expenses incurred.
- The company reserves the right to return you to Canada or to your departure point before any treatment or following emergency treatment for sickness or injury, if the medical evidence obtained from our medical advisor and your local attending physician confirms you are able to return to Canada without endangering your life or health.
- If you elect not to return to Canada following the company's recommendation to do so, any further expenses related to the emergency will not be covered by this policy and all benefits will end.
- Prescription drugs: up to \$50 for prescription drugs lost, stolen or damaged during your covered trip. Up to \$75 will be allowed if the services of a local physician are required to secure the replacement prescription. You must contact our emergency assistance provider.
- 3. **Emergency dental**: treatment ordered by a licensed dentist or dental surgeon as follows:

- a) Up to \$4,000 will be paid for **treatment** or repair of natural or permanently attached artificial teeth which are damaged by an **injury** to the head or mouth. Continuing dental **treatment** completed within 90 days after **you** return to Canada is available provided the **treatment** is related to the **injury**. Services performed by a **family member** are not covered;
- b) up to \$300 to relieve acute pain and suffering not related to an **injury.** Services performed by a **family member** are not covered.
- Emergency paramedical services: performed by a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist for emergency treatment up to \$300 per category of practitioner. Services performed by a family member are not covered.
- 5. Accommodation and meals: commercial accommodation, meals, essential telephone calls, taxi fares or rental vehicle charges incurred by you, your travelling companion, or a family member travelling with you if one of you is relocated to receive emergency medical treatment or one of you is hospitalized beyond your expiry date due to sickness or injury.
  - This benefit is limited to \$350 per day to a maximum of \$3,500. Original receipts and the local attending **physician's** written diagnosis of the **sickness** or **injury** must be submitted for this benefit to qualify for payment.
- Medical evacuation or return home: in response to an emergency sickness or injury as follows:
  - a) the extra cost of a one way **fare** on a commercial airline via the most direct route to return **you** to **your** place of residence; or
  - b)the cost to accommodate a stretcher on a commercial airline via the most direct route to return **you** to **your** place of residence or to the most appropriate medical facility closest to **your** home, plus the reasonable cost of meals, accommodations and airfare expenses

for a qualified medical attendant to accompany **you** if it is deemed **medically necessary;** or

- c) air ambulance transportation when it is **medically necessary.**
- Benefits must be pre-approved and arranged by **us** in consultation with **our** medical advisors, the local treating **physician** and **our emergency assistance provider** for coverage to apply. If **your** unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.
- 7. Bedside visit: If you are admitted to hospital for an emergency sickness or injury and the local attending physician recommends that a relative or close friend should visit at your bedside, remain with you, or accompany you home, we will reimburse the cost of a round-trip fare by the most direct route and up to \$750 for commercial accommodation and meals. We will automatically insure the accompanying family member or friend for Emergency Medical coverage under this policy until you are medically stable to return to Canada, subject to the eligibility, limitations, conditions, & exclusions of this policy.
  - These benefits are subject to prior approval by **us**.
- 8. Return and escort of children: This benefit is payable if you are confined to a hospital for more than 24 hours or you must return to your home because you have a medical emergency which is covered by this policy or in case of your death. We will pay for the transportation expenses incurred, up to the cost of a one way fare for the return home of any children who are accompanying you. If your child is under 18 years of age, we will also pay the extra cost of a round trip airfare via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to

accompany **your** child home. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.

- 9. Child care cost: If you are admitted to hospital for an emergency sickness or injury during your covered trip and need to be relocated to receive emergency medical treatment or are delayed beyond your expiry date, we will reimburse you up to \$50 per day to a maximum of \$500 for the professional child care cost incurred during your covered trip to care for children travelling with you.
  - Original receipts from the professional child care provider are required.
- 10. Return of travelling companion: If you must return to your departure point because of a medical emergency covered by this policy, we will reimburse you for the extra cost of a one way fare on a commercial flight via the most direct route to return your travelling companion back to your departure point. If the unused return travel ticket is refundable, we will deduct the value of the refund from the return transportation cost we arranged.
- 11. Repatriation of remains: If you die during your covered trip, we will reimburse the reasonable and customary expenses for:
  - a) preparing and transporting **your** remains or ashes back to **your departure point**; or
  - b) the cremation or burial of **your** remains at the location where death occurs up to \$10,000.

No benefit is payable for the cost of a headstone, casket and/or funeral service expenses.

Benefits under this section shall not duplicate any benefits available under any other section of this **policy.** 

 Identification of remains: If someone is legally required to identify your remains before your body is released, we will reimburse the cost of one person to travel to the place where **your** remains are located via a round-trip **fare** by the most direct route and up to \$500 for commercial accommodation and meals. **We** will automatically insure this person for Emergency Medical coverage under this **policy** for not more than 3 days until they return to Canada, subject to the eligibility, limitations, conditions, and exclusions of this **policy**.

- This benefit must be pre-arranged and approved by **us**.
- 13. Vehicle return: We will pay the expenses associated with returning your vehicle to your home or your rental vehicle to the appropriate rental agency if you are unable to do so because of a medical emergency, up to \$2,000. Return of commercial vehicles is not covered.
- 14. Return of baggage and personal effects: In the event of your medical evacuation or repatriation of remains arranged by the company, if there is insufficient space to accommodate your baggage and personal effects aboard the transport provided, we will reimburse you up to \$500 to cover the cost of shipping these items to your departure point.
- 15. Incidental expenses: If you are required to stay in a hospital for treatment of an emergency sickness or injury as an in-patient while on your covered trip, we will reimburse you up to \$250 for your out of pocket expenses such as television, wi-fi and parking charges. Original receipts (no copies) and proof of payment must be submitted.
- 16. Eyeglasses replacement: In the event your eyeglasses are damaged as a result of a covered injury, we will reimburse you up to \$200 to replace them during your covered trip.
- 17. Return to destination: If, following your emergency medical evacuation arranged by the company to your place of residence, you wish to return to your destination, we will reimburse you for the cost of a one way fare to the city from where the medical evacuation occurred.

- This benefit is available only if:
  - a) **Your** attending **physician** at **your** place of residence determines that **you** require no further **treatment**,

b)You receive prior approval by us,

- c) **You** choose this benefit instead of benefit #13, vehicle return, and
- d)Your return must be prior to your expiry date.
- Once you return to your destination, a recurrence of the medical condition which necessitated your emergency medical evacuation or related medical condition will not be covered under this policy.
- This benefit can only be used once during your covered trip. Upon return to your destination, the effective date of coverage is the day you leave your departure point to return to your destination.
- 18. Pet care: If you are admitted to hospital for 12 or more hours while on your covered trip coverage is provided up to \$1,500 for your family pet travelling with you on your covered trip for:
  - a) The necessary quarantine accommodations and care in a pet boarding facility while **you** are admitted to **hospital**;
  - b)The necessary preparation and transportation costs to return to **your departure point** if **you** are evacuated or repatriated by the **company**.

All benefits must be pre-approved and arranged by **us.** 

## What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 30.

#### What We Pay

You will be reimbursed for the **reasonable and customary** charges in excess of any government health insurance plan (GHIP) allowance, **your** Canadian university health insurance plan (UHIP) allowance or any private medical plan for the eligible **emergency** medical expenses listed above up to the maximum benefit amount described on the Schedule of Maximum Benefits.

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

# **BAGGAGE & PERSONAL EFFECTS**

#### When It Applies

If your baggage and/or personal effects are lost, stolen, damaged or delayed during your covered trip.

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

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

We will pay the lesser of:

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

A maximum of \$500 is payable for any single item.

A combined maximum limit of \$500 will be paid for: jewellery; watches; cameras, including related equipment; binoculars; articles consisting in whole or in part of silver, gold or platinum; furs and furtrimmed items; cell phones; computers and other digital or electronic items provided that original receipts accompany the claim.

The liability of the **company** with respect to any one claim under this benefit shall not exceed the lesser of the **sum insured** at the time of application or \$1,500 in the aggregate under all TIPS insurance policies purchased for any one **covered trip** with respect to a single insured person.

For this benefit to apply you must:

- provide a police report if applicable;
- take all reasonable steps to protect, save or recover your baggage and/or personal effects;
- notify, in writing within 24 hours, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any common carrier or third party who had custody of your baggage and/or personal effects at the time of loss and supply us with a copy of the written report.

# What We Cover & What We Pay – Baggage Delay

If **your** checked baggage is misdirected or delayed more than 12 hours by the **common carrier** while on **your covered trip**, **we** will pay up to an aggregate total of \$400 for:

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

This benefit does not apply to baggage delayed after **you** have returned to **your departure point.** 

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

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

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

If your passport and/or travel visa is lost or stolen while travelling outside your country of permanent residence on your covered trip we will pay the reasonable and customary cost to reimburse you for the replacement of your passport and/or travel visa and/or required entry documents.

# What We Cover & What We Pay – Driver's License or Birth Certificate

If **your** driver's license or birth certificate is lost or stolen while on **your covered trip**, **we** will reimburse **you** up to an aggregate total of \$50 for the cost of replacing one or both of these items.

## What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 30.

# **TRAVEL ACCIDENT**

## When It Applies

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

## What We Cover

### 1. WORLDWIDE ACCIDENT COVERAGE

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

### 2. AIRFLIGHT ACCIDENT COVERAGE

You are covered for bodily **injury** sustained during your covered trip while riding as a passenger (not as a pilot, operator or crew member) on, boarding or alighting from any: a) aircraft maintained by a scheduled airline;

- b)transport type aircraft operated by the: i) Air Mobility Command (AMC) of the United States; ii) Royal Canadian Air Force Transport Command; or iii) Royal Air Force Air Transport Command of Great Britain;
- c) land conveyance licensed for the transportation of passengers for hire which takes **you** directly to or immediately from airports used by a **scheduled airline**; or
- d)land or water conveyance provided at the expense of the air carrier as a substitute for an aircraft covered by this **policy**.

#### 3. EXPOSURE AND DISAPPEARANCE

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

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

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

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

## What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 30.

### What We Pay

**You** are covered up to the maximum amount shown on the Schedule of Maximum Benefits or as otherwise specified in the benefit when a covered loss occurs. A percentage of the maximum benefit will be payable as listed for the following injuries:

	Percentage of
	Maximum Benefit
Loss of	Payable
Life	100%
Both Hands or Both Feet	100%

Entire Sight of Both Eyes 100%
One Hand & One Foot 100%
One Hand & Entire Sight of One Eye 100%
One Foot & Entire Sight of One Eye 100%
Complete & Irrecoverable Loss of
Speech or Hearing 100%

Speech of fleating	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%

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

Loss as used above with reference to:

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

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

Regardless of how many valid policies **you** have purchased with the **company**, the maximum amount for which **you** can be covered under all policies issued for Travel Accident/Airflight Accident by the **company** as a result of any one incident is limited to an aggregate amount of \$100,000. Any amount purchased in excess of \$100,000 shall be refunded upon request.

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

# **POLICY EXCLUSIONS**

# Exclusions only applicable to the Trip Interruption section of this Policy:

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

- 1. Coronavirus, SARS or any mutation or variation of coronavirus or SARS. This exclusion does not apply to Trip Interruption benefit 1a.
- 2. Failure of any tour operator, **common carrier**, or other **travel supplier**, person or agency to provide the confirmed travel arrangements for reasons other than **bankruptcy**.
- 3. A return delayed more than 10 days beyond **your** scheduled date of return, unless **you**, a **family member** travelling with **you**, or a **travelling companion** were admitted to **hospital** for at least 24 consecutive hours within this 10 day period.

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

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

- 1. Expenses incurred for medical care or services where **your covered trip** was undertaken contrary to medical advice or after receiving a prognosis of a **terminal sickness**;
- 2. Any treatment:
  - a) not required for the immediate relief of acute pain and suffering;
  - which can reasonably be delayed until you return to your province or territory of residence;
  - c) for follow-up treatment, recurrence of a medical condition or subsequent emergency treatment or hospital stay for a medical condition or related medical conditions for which you had received emergency treatment during your covered trip;
  - d) routine or general physical examinations, drugs or medication available without a

prescription, eyeglasses or contact lenses or services which are not **medically necessary;** 

- 3. Transplants of any kind;
- Unless prior approval is obtained from us, any emergency air transportation, MRI, CAT Scan, surgery, cardiac procedures, including but not limited to cardiac catheterization, angioplasty or surgery;
- Expenses incurred for all medical care or services including those related to an accident when this policy was purchased specifically to obtain hospital or medical treatment outside your province or territory of residence, whether or not recommended by a physician;
- Any expenses related to an injury or sickness that occurred when another insurance was in force during the period of your covered trip;
- Expenses incurred for ongoing or recurring medical conditions. Once emergency treatment and care is completed, no further benefits for the same or related medical conditions will be covered;
- Arthritis, cataracts, gout, varicose veins, corns, calluses and bunions or any medical conditions resulting from the medical care thereof;
- 9. Artificial joints within one year of any surgery;
- All medical and emergency evacuation costs associated with child birth that occurs after 26 weeks gestation or voluntarily induced abortion;
- 11. All neo natal, medical care and evacuation costs related to a baby born during the **covered trip.**

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

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

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

No coverage is provided for any loss or damage to:

- 1. Any animals;
- Automobile and automobile equipment; aircraft; bicycles, except when checked as baggage with a common carrier; boats or other vehicles or conveyances; trailers; motors;
- 3. The following personal items:
  - a) sunglasses (prescription or non-prescription), contact lenses;
  - b)artificial teeth, dental bridges, dental retainers, hearing aids, prosthetic limbs, prescribed medications;
  - c) keys, money, credit cards, tickets and documents (except as coverage is otherwise specifically provided herein), stamps, securities;
  - d)sporting equipment if the loss/damage results from the use thereof;
  - e) travel tickets for your covered trip, except for administrative fees required to reissue such tickets;
- 4. Household effects and furnishings, antiques and collector's items;
- 5. Perishable or consumable items, including any tobacco products;
- 6. Property used in trade, business or for the production of income;
- Computer software, including any expenses incurred for the restoration of any lost or corrupted data;
- 8. Property shipped as freight or property shipped prior to **your departure date**;
- Property stolen from an unattended vehicle that was not locked in the trunk or property left in view where a secure trunk is not available;
- Property caused by defective materials or craftsmanship, normal wear and tear, gradual deterioration, inherent vice or mechanical breakdown;
- 11. Property caused by electrical current, including

electric arcing, that damages or destroys electrical devices or appliances;

- Property caused by the confiscation, detention, requisition or destruction of your baggage and personal effects by customs or other authorities;
- Articles purchased during your covered trip without original receipts attached to the claim;
- 14. Jewellery, precious stones, watches; cameras, including related equipment; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones, computers and other digital or electronic items that are placed in the possession of a **common carrier**;
- 15. Property caused by breaking or scratching of fragile articles other than cameras or binoculars, unless caused by fire or **accident** to the vehicle in which they are being carried;
- 16. Property insured under any homeowner's or tenant's package policy;
- 17. Any baggage or property left unattended; or
- 18. Shortages due to error, omission or depreciation in value.

# Exclusions only applicable to the Travel Accident section of this Policy:

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

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

# Exclusions applicable to all sections of this Policy:

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

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

STABILITY TABLE		
Age	Stability Period	Counting Back From
For Trip Interruption and Emergency Medical Benefits		
0-59	60 days	
60-74	90 days	Departure Date
75-89	180 days	

- 2. Any sickness or injury resulting from:
  - a. a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina within the time periods listed in the Stability Table
  - b. a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed in the Stability Table;
- Any event that might cause your covered trip to be cancelled or abandoned, which you or your travelling companion had knowledge of at the time of purchasing this insurance;
- Consequential loss of any kind including loss of enjoyment of your covered trip from any cause;
- Your mental or emotional disorders including, but not limited to stress, anxiety and depression unless admitted to hospital. This exclusion is not applicable to major psychiatric illness such as psychosis, schizophrenia and major affective mood disorders;
- 6. Any elective medical treatment;
- Your use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
- 8. Any **sickness** or **injury** resulting from long term excessive consumption of alcohol or drugs;
- Your attempted suicide or any intentionally self-inflicted injury unless admitted to hospital;
- 10. Your participation in adventurous activities;
- 11. **Your** participation in organized professional sporting activities;

- Driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving off-road or on private property (unless **you** hold an applicable valid Canadian driver's license);
- 13. Your riding, driving or participating in:

a. motorized races of speed or,

b. races of endurance;

- 14. Piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a **common carrier**;
- 15. Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 16. Your participation in a crime or malicious act;
- 17. Participation in a riot or insurrection;
- Except as provided under Trip Interruption (#23 act of terrorism page 13), war or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
- 19. Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- Participation in the armed forces except as provided under Trip Interruption Covered Events page 12 item #18;
- 21. Events related to "Avoid Non-Essential Travel" and "Avoid All Travel" advisories issued by the Government of Canada prior to your effective date that were or continue to be in effect for any country, region or city of destination on your covered trip, as reflected in your travel itinerary;
- 22. Orbital and suborbital flights;
- 23. A condition that is directly or indirectly related to any **medical condition** for which **you** have

declined or delayed recommended **treatment**, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this **policy**;

- 24. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
- 25. Any trip outside **your** province or territory of residence as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

# **GENERAL POLICY PROVISIONS**

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

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

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

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

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

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

**Coordination of benefits**: The **company** will coordinate benefits payable under this **policy** with benefits available to **you** under any other policy or plan, so that payments made under this **policy** and from all other sources will not exceed 100% of the eligible expenses incurred. Coordination of Benefits of **emergency medical expenses** will be in accordance with the Coordination of Benefits Guidelines issued by the Canadian Life and Health Insurance Association with respect to Out of Country/Province Medical Expenses. However, if **you** are covered as an active or retired employee under **your** current or former employer's group health insurance plan for Extended Health Care benefits and the lifetime maximum amount is:

- 1. \$50,000 or less, Coordination of Benefits will not apply to such amount; or
- 2. More than \$50,000, Coordination of Benefits will apply only to the amount of insurance in excess of \$50,000.

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

Limitation of liability: The company's liability under this policy is limited solely to the payment of eligible benefits, up to the maximum amount purchased for any loss or expense. The company upon making payment under this policy does not assume any responsibility for the availability, quality, results or outcome of any treatment or service, or your failure to obtain any **treatment** or service covered under the terms of this **policy**.

Limitation of payment for trip interruption - act of terrorism: In the event of an act of terrorism, Trip Interruption benefits will be paid out of a fund limited to \$1,000,000 per act of terrorism or a series of acts of terrorism occurring within a 72 hour period and applying to all policies issued by the company.

Regardless of the number of **acts of terrorism** the maximum liability of the fund under this **policy** and all other policies issued by the **company** is limited to \$2,000,000 per calendar year.

If in **our** opinion the total number of Trip Interruption claims payable due to one or more **acts of terrorism** may exceed the available fund limit, **your** pro-rated claim will be paid after the end of the calendar year.

Limitation of payment for trip interruption bankruptcy of a travel supplier: The company's maximum liability under this **policy** and all other policies issued by the **company** as a result of the **bankruptcy** of any one contracted travel supplier is \$1,000,000 regardless of the number of claims. Where the aggregate limit of \$1,000,000 is exceeded, claims will be paid on a pro-rata basis.

The **company's** maximum liability under this **policy** and all other policies issued by the **company** for **bankruptcy** of a travel supplier is limited to \$3,000,000 per calendar year regardless of the number of **bankruptcies** of contracted travel suppliers. Where the aggregate eligible claims in a calendar year exceed \$3,000,000 claims will be paid on a pro-rata basis and will be paid after the end of the calendar year.

In the event of a **bankruptcy**, the amount payable under this **policy** for actual financial loss to **you** is limited to the amount in excess of:

1) the amount recoverable from a provincial compensation fund; and

2) any available credit card chargebacks; and

3) any funds available to **you** as an unsecured creditor of the **travel supplier**,

up to the **sum insured** to a maximum of \$3,500. This **policy** will not pay any other amounts with respect to such loss, and will in no circumstances provide or be deemed to provide primary coverage in respect of such loss.

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

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

**Refund of premium: You** may cancel this policy for a full refund if **you** have not departed on **your covered trip** and there is no claim in progress. Once **you** have departed on **your covered trip** premium refunds are not available.

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

**Secondary coverage:** The benefits in this **policy** are secondary to those available under any other coverage **you** may have including but not limited to, government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multiperil insurance, credit card benefit insurance, other

travel insurance and replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers.

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

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

## DEFINITIONS

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

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

Adventurous activities means participating in any of the following: all-terrain vehicles (ATV), BASE jumping, bungee jumping, dirt biking (off-road), hang-gliding, skiing or snowboarding in an area accessed by helicopter or outside of marked trails, hot air ballooning, **mountain climbing**, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving, any other activity not listed unless the activity is provided by a **travel supplier** that is regulated and licensed where required. **Baggage and/or personal effects** means items or articles of necessity, adornment or for personal convenience including clothing and other personal effects worn on the person that are usually carried by travellers for their individual use while travelling.

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

**Business partner** means an individual who has at least a 20% ownership interest in a commercial enterprise in which **you** also have at least a 20% ownership interest; and **you** are both actively engaged in the daily management of the business.

**Caregiver** means the person with whom arrangements were made to care for **your** dependent(s) during the period of **your covered trip** and who cannot reasonably be replaced.

**Children** means **your** child or grandchild who is unmarried and is travelling with **you** or who joins **you** during **your covered trip** and is either: i) under 21 years of age; ii) under 26 years of age if a full-time student; or iii) of any age who is mentally or physically handicapped.

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

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

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

**Covered trip** means travel arrangements insured by this **policy** commencing on the **departure date** and ending on the **expiry date**, both as shown on the **policy confirmation**. **Departure date** means the later of the date shown as such on the **policy confirmation** or the date **you** actually depart on **your covered trip**.

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

**Effective date** means the date **your** insurance coverage under this **policy** or a specific benefit of this **policy** begins. (See page 5)

**Emergency** means a sudden and unforeseen **medical condition** that requires immediate **treatment**. An **emergency** no longer exists when medical evidence indicates that no further **treatment** is required at **your** destination or **you** are able to return to **your** province/territory of residence for further **treatment**.

**Emergency assistance provider** provides the **emergency** service 24 hours a day, 7 days a week, during **your** Period of Coverage. (See page 7)

**Expiry date** means the date coverage under this **policy** ends as shown on **your policy confirmation**.

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

**Family pet** means a domestic dog or domestic cat kept for companionship and enjoyment on a fulltime basis at **your** permanent residence. **Family pet** includes certified a) guide dogs and b) service dogs (i.e. seizure, diabetic, anxiety, depression etc).

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

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

A **hospital** is not an establishment used mainly as a clinic, extended or palliative care facility,

rehabilitation facility, addiction **treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

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

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

**Key employee** means an employee whose continued presence is critical to the ongoing affairs of **your** business during **your** absence.

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

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

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

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

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

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

Physician means a person who is not you or your family member or your travelling companion who

is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical **treatment**.

**Policy** means this document and **your policy confirmation** issued at the time the required premium has been paid.

**Policy confirmation** confirms the insurance coverage **you** have purchased indicating **your policy** number, **your** purchase date, **your departure date** and **your expiry date** along with a brief summary of benefits. This document sets out **your** Period of Coverage and forms an integral part of the **policy** contract.

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

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

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

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

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

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

Stable means a medical condition where:

 there has not been any new treatment prescribed or recommended, or change(s) to existing treatment (including a stoppage in treatment); and

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

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

**Sum insured** means the amount of insurance coverage **you** have purchased for the benefit indicated.

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

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

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

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

**You or your** means a person who is eligible and named on the **policy confirmation** for insurance under this **policy** and for whom the required premium has been paid. In this **policy**, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

# **CLAIMS INFORMATION**

## If You Are Travelling

Contact the **emergency assistance provider** at the numbers listed on **your policy confirmation** or on page 7 of the **policy.** 

### **Contact Us**

Travel Claims Department 100 King St W, Hamilton, Ontario L8P 1A2 Toll Free in Canada & USA: English: 1-888-831-2222 French: 1-800-245-1662 Direct English: 905-523-4731 Toll Free Fax: 1-866-551-1704 Fax: 905-528-8338 Email: traveladmin@orican.com

## How To Submit A Claim

You can submit a claim directly on our website:: www.oldrepubliccanada.com/Claims/TIPS

by selecting Go to eClaims. **You** can also download a claim form from this site and send it to **us** at the address above.

If **you** have any questions, **you** can contact **us** at the numbers above.

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

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

Proof of a Claim shall include:

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

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

#### **Claim Payments**

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

Benefit payments will be made to **you** or to any person or entity having a valid assignment to such benefits. In the event of **your** death, any balance remaining or benefits payable for loss of life will be paid to **your** estate, unless otherwise indicated.

### **Limitation of Action**

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

## PRIVACY

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

**Our** privacy policy sets high standards for collecting, using, disclosing and storing personal information. If **you** have any questions about the **company's** privacy policy, please visit <u>www.orican.com/privacy</u>, or contact **our** Privacy Officer at <u>privacy@orican.com</u> or 1-800-530-5446.

#### Underwritten by:

Old Republic Insurance Company of Canada

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Jason Smith, CPA, CA President and Chief Executive Officer February 2024 TPDE0224

Old Republic Insurance Company of Canada is a proud member of THiA; and our collective goal is to ensure every claim submitted has the opportunity to be paid. The industry has come together and designed the Bill of Rights and Responsibilities to deliver a clear statement as to what you can expect from your travel insurance policies along with responsibilities you have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:

- Know your health
- Know your trip
- Know your policy
- Know your rights

Everyone deserves a carefree trip and the Bill of Rights and Responsibilities will help provide all travelling Canadians with additional confidence in their travel insurance purchase knowing their company is supporting their rights as a consumer and making them aware of their responsibilities.

