

Except for section and paragraph headings, all terms in bold have a special meaning as set forth in the **DEFINITIONS** section. Paragraph headings are provided for informational purposes only and do not have special meaning.

This is a legal contract between **you** and the Company ("**We**", "**Us**", **or** "**Our**"). **We** agree to provide the rights and benefits of this **Policy** according to its conditions, provisions, limitations and exclusions. This **Policy** is issued to the **Policyholder** in consideration of **your** online application, medical questionnaire, if applicable and payment of the required premium.

### **10 DAY RIGHT TO EXAMINE**

You have 10 days from your insurance purchase date, as indicated on your Policy Confirmation, to review this **Policy**. Within the 10-Day Right to Examine period, if this **Policy** does not meet **your** needs, **you** may terminate this insurance coverage and receive a full premium refund if:

1. you have not departed on your Covered trip; and

2. you have not submitted a claim against this **Policy**.

To request a premium refund, simply contact the Administrator from whom you purchased the insurance.

After the 10-Day Right to Examine period, refund of premium is not available

# **IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL**

You have purchased a travel insurance Policy – what's next? We want you to understand (and it is in your best interests to know) what your Policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your Policy before you travel. Bolded terms are defined in your Policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. **Medical Conditions** that are not **Stable**, pregnancy, child born on trip, excessive use of alcohol, high risk activities). A pre-existing condition exclusion applies to **your** coverage. It is your responsibility to review and understand the pre-existing condition exclusion that applies to **you**.
- This insurance may not cover claims related to **Pre-Existing Conditions** or **Medical condition**, whether disclosed or not at time of Policy purchase.
- In the event of Emergency medical or for travel assistance during your Covered trip you must call our Emergency assistance provider, Trident Global Assistance (US and Canada) 1-877-876-8706 (All other locations) 1-416-426-7465 or assist@tridentassistance.com as soon as reasonably possible.
- In the event of a claim **your** prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your Policy will be voidable.

#### IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL ADMINISTRATOR at 1-855-221-4555 or visit <u>www.sonomad.com</u> FOR CLAIMS CALL Toll Free in Canada & USA 1-877-876-8706

### NOTICE REQUIRED BY PROVINCIAL LEGISLATION

This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.

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### HOW DO YOU BECOME INSURED

You become insured and this document becomes your insurance Policy when the following conditions are met:

- Upon completion and acceptance by **us** of the insurance application, including the Medical Eligibility Questionnaire, if applicable;
- The insurance is purchased prior to the **Departure date**, for the entire duration of **your Covered trip**;
- You are named as an insured person on the Policy Confirmation document;
- You meet the criteria listed under the "Eligibility Requirements" section of this Policy; and
- You pay the insurance premium in full for the selected Plan, on or before your coverage Effective date, as shown in your Policy Confirmation.

#### YOUR INSURANCE CONTRACT

Your application for this insurance **Policy**, including any endorsements and medical questionnaire, if applicable, and your Policy Confirmation form the entire contract between **us**.

Your Insurance Policy specifies the conditions, limitations, and exclusions of your travel insurance coverage.

Your **Policy confirmation** indicates whether, at the time of purchase or after a modification request, the plan you have purchased, coverages, and services provided by such plan, the period of coverage, the deductible chosen (if applicable), as well as particular medical conditions specifically excluded from your insurance contract. It is your responsibility to not ify us of any element indicated on your **Policy confirmation** that does not correspond with what you stated when purchasing travel insurance.

These documents contain clauses which may limit the amounts payable. We recommend that you read these documents carefully. Despite any provision of this contract, such contract is subject to any applicable federal and provincial statutes concerning contracts of insurance.

### AXIS REINSURANCE COMPANY (CANADIAN BRANCH)

Administrative Office - 123 Front Street West, Suite 1700, Toronto, Ontario M5J 2M2

#### SCHEDULE OF MAXIMUM BENEFITS by PLAN

The table below summarizes the plans we offer, coverages and benefits provided under each plan.

	All-Inclusive Benefit Maximum	Trip Cancellation & Trip Interruption Benefit Maximum	Emergency Medical (Single Trip & Annual Plan) Benefit Maximum
Trip Cancellation and Trip Interruption			
Trip Cancellation	Sum Insured	Sum Insured	n/a
Trip Interruption - cruise and/or land	Sum Insured	Sum Insured	n/a
Trip Interruption - return flight	\$750	\$750	n/a
Trip Delay			
Trip Delay	\$2,000	\$2,000	n/a
Accommodations & Meals	\$1,000	\$350	n/a
Special Events	\$1,500	\$1,000	n/a
Emergency Medical			
Hospital & Medical	\$2,000,000	n/a	\$2,000,000
Accidental Dental	\$1,500	n/a	\$1,500
Emergency Medical Evac	Unlimited	n/a	Unlimited
Accommodations & Meals	\$3,500	n/a	\$1,750
Incidental Expenses	\$250	n/a	\$250
Repatriation of Remains	Unlimited	Unlimited	Unlimited
Cremation/Burial at Destination	\$10,000	\$3,000	\$3,000
Baggage and Personal Effects	\$1,500	n/a	n/a
	reasonable &		
passport replacement	customary	n/a	n/a
per item limit	\$500	n/a	n/a
personal money	\$100	n/a	n/a
<b>Travel Accidental Death &amp; Dismemberment</b>			
AD&D - 24-hour Accident	\$50,000	n/a	n/a
AD&D - Air Common Carrier Accident	\$100,000	n/a	n/a
Travel Assistance	Included	Included	Included

Sum insured means the amount of insurance coverage you have purchased for the benefit indicated, subject to any **Deductible**, if applicable. We will pay eligible expenses for losses incurred, in excess of the amount of the **Deductible** under your Plan, as shown on the **Policy Confirmation**.

The **Deductible** applies to the portion of eligible expenses remaining after payment by your provincial or territorial government health care plan or other insurance policies, plans or contracts, including private or provincial automobile insurance.

### 1. Single-trip and Multi-trip Annual Plans

We offer the following travel insurance Plans:

- a. All-inclusive Plan (Single Trip)
- b. Trip Cancellation & Trip Interruption Plan (Single Trip)

- c. Emergency Medical Plan (Single trip)
- d. Emergency Medical Plan (Multi-trip Annual)

The Emergency Medical Plan (multi-trip annual) plan is available for individuals who travel more frequent over the course of a year.

The insurance coverage under the multi-trip annual plan begins at 12:01 AM on the Effective date of the Policy and continues in force for a period of one year from the effective date of the Policy. You may travel as many times as you wish during the **Period of coverage** provided that no one trip exceeds the maximum number of days as specified and contracted for at the time of application and shown in the **Policy confirmation**.

Coverage begins on the date and time of each departure from your province/territory of residence.

Coverage ends each time you return to your province/territory of residence, or at 11:59 PM on the **Expiry date** of the Policy, whichever occurs first.

The Emergency Medical Multi-trip Annual Plan is subject to the General Conditions, General Exclusions and Definitions as well as the benefits, terms, conditions, limitations and exclusions as specified for the Emergency Medical (Single-trip) coverage listed below.

#### 2. Family Plan Coverage

A Family plan is available. Under such Family plan, coverage is available for you, your spouse and your dependent **children** meeting the eligibility requirements.

If you pay the premium for the Family plan, the **Policy Confirmation** will indicate Family Plan coverage the under same Policy.

#### ELIGIBILITY REQUIREMENTS

To be eligible for insurance coverage, you must, as of the date you apply for coverage and the **Effective date**, meet the following requirements:

- be a Canadian resident covered by a Canadian government health insurance plan (GHIP) in your province or territory of residence for the entire duration of your trip;
- not have been advised by a Physician other registered medical practitioner against travel;
- not have recommended or scheduled medical test, investigations or surgery that have not taken place;
- not have been diagnosed with a Terminal Sickness and have a life expectancy of 12 months or less;
- not require kidney dialysis;
- not require assistance from another person(s) with 2 or more activities of daily living;
- never have had a heart, kidney, liver, lung transplant or bone marrow transplant; and

In addition, all individuals applying for coverage that are 60 years old and over must also complete a Medical Questionnaire.

The maximum length of a Covered trip is as follows:

For Single Trip Plans:

- For ages 59 and under the maximum length of the Covered trip is 183 days;
- For ages 60 to 75 the maximum length of the Covered trip is 60 days;
- For ages 76 to 89 the maximum length of the **Covered trip** is 16 days;

For Annual Plans:

- Coverage is provided only for the first 15 days of any Covered trip taken during the year if you purchased a 15 day *Emergency Medical Annual Plan* or for the first 30 days of any Covered trip taken during the year if you purchased a 30 day *Emergency Medical Annual Plan*.
- The Emergency Medical Annual Plan cannot be used as a **Top up**.

Travel Assistance services are included with all our Plans.

# When this Applies

If you require Emergency medical or other assistance while travelling on your Covered trip, you must call our Emergency assistance provider as soon as reasonably possible.

Failure to contact the travel assistance **Emergency assistance provider**, **we** reserve the right to reimburse only 70% of eligible expenses, without exceeding the average cost within the network, up to a maximum of \$25,000 CDN.

# What Services We Provide – 24/7

# A. MEDICAL ASSISTANCE

- 1. Worldwide multi-lingual medical and dental referrals. If you need care from a **Physician**, dentist or medical facility while you are travelling, we can help you find one.
- 2. Advance payment to **Hospital**. We will provide advance payment to a **Hospital** up to a maximum benefit of 10,000.00 if it is required to secure your admission for a covered **Sickness** or **Injury**.
- 3. Monitoring of **Treatment**. If **you** are Hospitalized, **our** medical staff will stay in contact with **you** and the **Physician** caring for **you**. We can also notify **your** family, employer and **your Physician** back home of **your Sickness** or **Injury** and update them on **your** status.
- 4. Transfer of insurance information to medical providers. If **you** require medical **Treatment** for an **Injury** or **Sickness**, **we** will provide the Emergency medical providers with any coverage information that they require.
- 5. Prescription assistance. If you have lost, misplaced or forgotten your prescription medication, we will assist you in contacting your Physician in obtaining a replacement supply.
- 6. Replacement of corrective eyeglasses and medical devices. If **you** have lost, misplaced or forgotten **your** corrective eyeglasses or medical devices, **we** will assist **you** in obtaining a replacement.
- 7. Transfer of medical records. If, and when, required for **Emergency Treatment**, we will coordinate the transfer of medical records and related information to the Treating **Physician**.
- 8. Hotel arrangements for convalescence. If **you** are Hospitalized, **we** will make necessary hotel and related accommodation arrangements for **you** and/or **your** family travelling with **you** or **your Travelling companion** before, during and after **your** Hospitalization.

# **B. MEDICAL EVACUATION AND REPATRIATION SERVICES**

All evacuation and repatriation services must be pre-approved and arranged by us.

- 1. **Emergency** medical evacuations. If **our** medical team and the local **Physician** caring for **you** agree that the local care facility cannot **Treat your Sickness** or **Injury**, **we** will provide transport and any necessary accompaniment to transfer **you** to the nearest appropriate facility.
- Transportation of someone to join you if you are Hospitalized. If you are Hospitalized for an Emergency Sickness
  or Injury, we will arrange for the economy class round-trip ticket to bring a friend or Family member to you if you
  are alone and a Physician recommends that someone travel to join you.
- Return of Children. If you are confined to Hospital for more than 24 hours, we will arrange for the one-way Fare to return home your Children who have accompanied you on your Covered trip. We will also provide an escort if these Children are under 18 years of age.
- 4. Return of **Travelling companion**. If, due to a medical **Emergency** covered by this **Policy**, **you** must return to **your Departure point**, **we** will arrange for the one-way **Fare** to return **your Travelling companion** to **your Departure point**.
- 5. Transportation after stabilization. Once **you** are medically stable to return home, **we** will arrange for the cost of a one-way **Fare** to get **you** home (less any refunds from **your** unused return trip tickets).
- 6. Repatriation of mortal remains. In the unfortunate event of **your** death, **We** will arrange for the reasonable and necessary services to transport **your** remains to **your** place of residence. **We** can coordinate between sending and receiving funeral homes.

# C. LEGAL ASSISTANCE

- 1. Transfer of funds. If **your** cash is lost or stolen or if **you** need extra money to pay for unexpected expenses, **we** can arrange to transfer funds from **your** family or friends.
- 2. Legal and bail referrals. **We** can help **you** find local legal advice or a bail bondsman while travelling.

# D. TRAVEL & DOCUMENT ASSISTANCE

- Replacement of lost or stolen passport or other travel documents. If your passport or other travel documents are lost or stolen, we can help you reach the appropriate authorities, contact your family or friends, and assist you in getting your documents replaced.
- 2. Replacement of lost or stolen travel tickets. If **your** tickets are lost or stolen, **we** can contact the airline or other carriers and help **you** with **your** travel arrangements.
- 3. Assistance with lost or delayed baggage. If **your** baggage is lost, stolen or delayed, **we** can contact the airline or other carriers and assist **you** with recovering **your** baggage.

# E. OTHER ASSISTANCE SERVICES

- 1. Emergency travel arrangements to return home. If you must interrupt your Covered trip and return home for an Emergency reason, we can contact the airline or other carriers and help you with your travel arrangements.
- 2. Translation services. We can assist you in arranging for translation services or referral of the same.
- 3. Urgent message transmittals. We can help you get an urgent message to someone back home to your family, employer or personal **Physician** and confirm that we were able to reach the person you asked us to contact.
- 4. Vehicle return. If **you** are not physically able to do so due to an **Injury** or **Sickness**, **we** will arrange for the return of **your** vehicle to the rental agency or to **your** permanent residence.

# What to Expect When You Call For Travel Assistance

We will confirm that a Policy has been issued.

- You will be referred to the most appropriate service provider for your situation.
- Prior to receiving all relevant medical information, we will handle your Emergency assuming you are eligible for benefits under this **Policy**. If it is later determined that a **Policy** exclusion applies to your claim, you will be required to reimburse us for any payments we have made on your behalf.
- You will be reminded that any services rendered are subject to the terms and conditions of this **Policy**. If it is later determined that a **Policy** exclusion applies to **your** claim, **you** will be required to reimburse **us** for any payments We have made on **your** behalf.
- Where a claim is payable, we will arrange, to the extent possible, to have any medical expenses billed directly to us.

# What To Do When You Need Assistance

Have your Policy number or Policy Confirmation with you at all times during your Covered trip. You can contact our Emergency 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	1-877-876-8706
Direct Dial Collect	1-416-426-7465
Email:	assist@tridentassistance.com

When contacting **our Emergency assistance provider**, please provide **your** name, **your Policy** number, **your** location and the nature of the **Emergency**.

#### Limitation on Emergency assistance provider services

The **Company** and/or **the Emergency assistance provider** reserve the right to suspend, curtail or limit services in any area or country in the event of:

- rebellion, riot, military uprising, war; or
- labor disturbances, strikes; or

• nuclear **Accidents**, acts of God, or refusal by the authorities in the country where assistance is required, to permit the delivery of such services.

• an official travel advisory was issued by the Canadian government stating "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of Your destination, before Your Departure Date.

The **Emergency assistance provider** will use its best efforts to provide the required services during any such occurrence.

The **Emergency assistance provider's** obligation to provide the travel 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 us or the **Emergency assistance provider** to provide services according to the benefits and terms of this **Policy** are not employees of **ours** or the **Emergency assistance provider**. Therefore, neither us nor the **Emergency assistance provider** 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 CANCELLATION AND TRIP INTERRUPTION

*Maximum Limit of the Benefit* – Up to the Sum insured as indicated on your **Policy confirmation**, subject to the applicable exclusions and limitations. The Aggregate amount for Trip Cancellation and Trip Interruption is \$25,000. The wording in this section applies to Trip Cancellation and Trip Interruption coverage, either as part of the All-Inclusive Plan or as a stand-alone Plan.

### Beginning and end of coverage

The coverage for Trip Cancellation begins on the date and time the premium of your Policy for the Plan selected, as shown on **your Policy confirmation**, is paid in full and ends on the earliest of:

- your Departure date; or
- the date you cancel your trip.

The coverage for Trip Interruption begins on the Departure date of your Covered trip and ends on the earliest of:

- the date and time when you return to your Departure point; or
- the Expiry date, as stated on your Policy confirmation.

#### Coverage Description - What is covered

Trip cancellation insurance covers cancellation of **your Covered trip** before the **Departure date.** Trip Interruption insurance covers interruption of **your Covered trip** while **you** are travelling.

Trip Cancellation and Trip Interruption covers the cancellation or interruption of **your Covered trip** resulting from any one of the following **unforeseen** events, occurring during **your Period of coverage** that prevents **you** from travelling.

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

- 1. Any **Injury** or **Sickness** occurring to:
  - a) You or your Travelling companion;
  - b) You or your Travelling companion's Family member;
  - c) You or your Travelling companion's Business partner, Key employee, or Caregiver, not travelling with you on your Covered trip.
- 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.
- 4. Quarantine of you, your Travelling companion or the Spouse or Children of either.

You must provide detailed medical documentation from a **Physician** including a statement advising not to travel if the trip cancellation or trip interruption was caused by or resulted from an **Injury**, **Sickness** or quarantine. Failure to do so will result in nonpayment 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.

#### **Death**

5. 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**

6. You, your Travelling companion or the Spouse of either:

- a) experience complications in the first 26 weeks of pregnancy resulting in the attending **Physician** advising against travel; or
- b) has a pregnancy that is diagnosed after the **Effective date** of this insurance if **your Covered trip** is scheduled to take place within the 14 weeks prior to or after the expected delivery date.
- 7. 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** or **default** 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** or **default** 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 cancellation and trip interruption bankruptcy".
  - 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**.
- 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 within 7 days of your Departure date or 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** or **default**, **we** will reimburse **you** up to \$2,000:
  - a) prior to departure from **your Departure point** for **your** non-refundable prepaid airfare that is not part of **your** cruise or tour package; or
  - b) after departure from **your Departure point** but prior to departing on **your** cruise or tour, **we** will reimburse **you** 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 departure or earlier departure of your aircraft, announced before or on the Departure date of your Covered trip, by the airline carrier on which you are booked to travel that renders the Covered trip no longer usable or causes you to misconnect with a portion of your Covered trip.
  - Schedule changes caused by strike, labour disruption, **Bankruptcy**, **default**, grounding of aircraft for failure to satisfy government safety regulations or security alerts are not covered.
  - Benefits are limited to the lesser of \$1,000 or the cost of **your Covered trip** 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**.

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

- 16. For Covered trips booked through a licensed Canadian travel agency, a schedule change resulting from a strike or labour disruption that renders the Covered trip no longer usable or causes you to misconnect with a portion of your Covered trip provided:
  - a) For Single Trip Plans the strike or labour disruption was not reported in any media prior to the date of purchase of this **Policy**;
  - Benefits are limited to the lesser of \$1,000 or the cost of **your Covered trip** 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 Cancellation, Trip Interruption or Trip Delay are applicable.

17. For Trip Interruption only, 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.

# **Weather**

18. Weather conditions causing the scheduled carrier, on which **you** or **your Travelling companion** are booked to travel, to be delayed resulting in **you** losing at least 30% of **your Covered trip** duration. If **you** experience a delay which results in **you** losing less than 30% of **your Covered trip**, there may be coverage under Trip Delay.

### **Employment or Educational Obligations**

- 19. Relocation of a principal residence due to a job transfer by **you**, **your Travelling companion** or the **Spouse** of either. The person who must relocate must be a full time active employee with that same employer for this benefit to apply.
- 20. 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.
- 21. Involuntary termination or layoff of permanent employment, not including contract or self-employment, affecting **you**, **your Travelling companion** or the **Spouse** of either when actively employed with the same employer for at least 6 months prior to the **Effective date** for this insurance.
- 22. Cancellation of **your** or **your Travelling companion's** business meeting for reasons beyond the control of either person or their employer.
  - Legal proceedings, seminars, conferences, symposiums, workshops, trade shows, fairs, exhibitions, assemblies, or conventions are not considered to be business meetings.
- 23. 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**.
- 24. The rescheduling of high school, university or college classes of **you** or **your Travelling companion** to a date that occurs during **your Covered trip** due to unusual circumstances beyond **your** or **your Travelling companion**'s control and the control of the high school, university or college provided that both the unusual circumstances and the resulting rescheduling occurred after **your Effective date.**

### Legal & Government

- 25. The non-issuance of a travel visa, excluding an immigration or employment visa required for **your Covered trip**, provided **you** or **your Travelling companion** were eligible to make such an application, for reasons beyond **your** or **your Travelling companion**'s control other than due to late application or a subsequent attempt for a visa that had already been refused in the past.
- 26. The non-issuance of **your** or **your Travelling companion's** Canadian passport if required for **your Covered trip** provided:
  - a) You and your Travelling companion are eligible for a Canadian passport; and
  - b) Proper application and all required documents have been received by Passport Canada at least 30 days prior to **your Departure date**.
- 27. 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 the lesser of \$1,000 or the cost of **your Covered trip** 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.
- 28. 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 Warnings

29. Hijacking of you, your Travelling companion or the Spouse or Children of either.

30. An event, including **Act of terrorism**, war, impending war or health issue, which causes Global Affairs Canada to issue an "Avoid All Travel" warning advising Canadians not to travel to a country, region or city originally ticketed for

a period that includes **your Covered trip**. The travel warning must be issued after the **Effective date** of this insurance.

- Payment is limited to the conditions described in "Limitation of payment for trip cancellation and trip interruption act of terrorism" section of this Policy.
- 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 warning.

# Family pets

- 31. a) For trip cancellation: Injury, Sickness or death of your Family pet that first occurs within 72 hours of the originally scheduled Departure date of your Covered trip.
  - b) For trip interruption: Injury or Sickness or death of your Family pet that is travelling with you on your Covered trip.

For both "a)" and "b)" above:

- 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. Your Family pet travelling with you must have a health certificate from a licensed veterinarian enabling the Family pet to enter yourCovered trip destination country/countries.

# **Exclusions and Limitations**

### Exclusions of coverage for Trip Cancellation and Trip Interruption

In addition to the General Exclusions section which apply to all sections of this **Policy**, there is also no coverage, and no benefits will be payable for the following claims:

1. claims caused by your or your Travelling companion's Pre-existing condition that was not Stable as follows:

a) Trip cancellation:

- i) Ages 59 and under, for the 60 days prior to and including the Effective date of this Policy;
- ii) Ages 60 and over, for the 90 days prior to and including the Effective date of this Policy.
- b) Trip interruption:
  - i) Ages 59 and under, for the 60 days prior to your Departure date;
  - ii) Ages 60 to 74, for the 90 days prior to your Departure date;
  - iii) Ages 75 and over, for the 180 days prior to **your Departure date**.

Coverage is not provided for any claims arising 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 above;
- b) a lung condition Treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed above.

For **Covered trips** where **your** trip cost is in excess of \$15,000, this **Pre-existing condition** section pertains to anyone's health irregularity that gives rise to a claim under Trip Cancellation or Trip Interruption.

**NOTE:** if prior to **your Departure date you** are prescribed any **Treatment** or change in the dosage, frequency or type of medication resulting in **your Medical condition** no longer being **Stable**, **you** must contact **us** immediately and request consideration for the change by providing us with:

- a) certified medical information from your Physician for the required period(s) and the change as stated above;
- b) signed authorization allowing us access to information from Hospitals and/or medical professionals;
- c) copies of: all travel invoices, **Travel supplier's** cancellation clause with regard to nonrefundable costs, charges and expenses; and, any other information **we** deem necessary.

Once all of the required information is received, we will respond within one business day if we will:

a) accept or decline your claim under your Trip Cancellation benefits; or

- b) waive the change in the **Medical condition** for that condition or related condition for any future claim under **your Policy.**
- 2. Caused by **your** failure to disclose a **Material fact** regarding either **your** or **your Spouse's Medical condition** on the Medical Eligibility Questionnaire, if applicable. This exclusion applies to the total **Sum insured**.
- 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 Hospitalized for at least 24 consecutive hours within this 10-day period.
- 4. An **Infectious** or **contagious disease** in any way caused by or resulting from the presence of any virus, bacterium or other microorganism that includes or is capable of inducing physical distress, illness or disease; or 2) an outbreak of which is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

# Limitation of payment for Trip Cancellation and Trip Interruption

- 1. Act of terrorism: In the event of an Act of terrorism, Trip Cancellation and 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-hours period and applying to all policies issued by us. Regardless of the number of acts of terrorism, the maximum liability of the fund under this Policy and all other policies issued by us is limited to \$2,000,000 per calendar year. If in our opinion the total number of Trip Cancellation and 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.
- 2. Bankruptcy of a Travel supplier: Our maximum liability under this Policy and all other policies issued by us as a result of the financial default 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. Our maximum liability under this Policy and all other policies issued by us for financial default of a Travel supplier is limited to \$5,000,000 per calendar year regardless of the number of incidents of default of contracted Travel suppliers. Where the aggregate eligible claims in a calendar year exceed \$5,000,000 claims will be paid on a pro-rata basis and will be paid after the end of the calendar year.
- 3. If a contracted **Travel supplier** or **Common carrier** ceases operations, the amount payable under this Policy for actual financial loss to **you** is limited to the amount in excess of the amount recoverable from a provincial compensation fund up to the sum insured to a maximum of \$10,000. 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.

### What We Pay – Trip Cancellation

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

- 1. For trip cost payments and deposits **you** made before **your Covered trip** was cancelled, less any refunds or credits **you** are entitled to receive;
- The expenses incurred by you for the next occupancy level, if your Travelling companion with whom you had booked prepaid shared accommodation cancels their travel arrangements for a Covered Event outlined in this Policy and you elect to travel as originally planned. If this occurs, you are advised to upgrade the amount of insurance on your Covered trip;
- 3. The change fee charged by **your** originally booked Travel supplier of **your** prepaid **Covered trip** when such an option is made available by a licensed Canadian travel agency;

4. The cost to catch up to **your** trip if **you** qualify to cancel but choose instead to continue on **your Covered trip**, providing the cost to catch up is less than the cost to cancel **your Covered trip**;

5. Published cancellation penalties imposed by hotels for unused accommodation.

6. A combined limit of \$500 for non-refundable prepaid visa fees, inoculation fees, and onboard cruise services;

7. Up to \$500 for non-refundable prepaid excursions not included in **your** original **Covered trip** cost that are missed because of an itinerary change.

# NOTIFICATION

You must notify the **Travel Supplier** and the travel insurance **Administrator** or an agent of the **Company** within 72 hours following an **unforeseen** event, or as soon as reasonably possible, in the event of a Trip Cancellation or Interruption claim. The Company will not be liable and will not pay for any additional penalty charges incurred that would not have been imposed had **you** notified the **Travel Supplier** within the specified period. If **you** are unable to provide cancellation notice within the required timeframe, **you** must provide proof of the circumstance that prevented timely notification.

# What We Pay – Trip Interruption

You are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits table or the amount as otherwise specified in the benefit, when a covered event listed in this section 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 you receive;
- 2. The lesser of a one-way Fare or change fees on existing tickets, less any refunds, to return to your Departure point or to continue on your Covered trip;
- 3. The extra expenses incurred, supported by original receipts, 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**;

If you are required to interrupt your Covered trip to attend a funeral of a Family member or go to the bedside of a Hospitalized Family member, 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.

# NOTIFICATION

You must notify the **Travel Supplier** and the travel insurance **Administrator** or an agent of the **Company** within 72 hours following an **unforeseen** event, or as soon as reasonably possible, in the event of a Trip Cancellation or Interruption claim. The Company will not be liable and will not pay for any additional penalty charges incurred that would not have been imposed had **you** notified the **Travel Supplier** within the specified period. If **you** are unable to provide cancellation notice within the required timeframe, **you** must provide proof of the circumstance that prevented timely notification.

# TRIP DELAY

*Maximum Limit of the Benefit* – Up to the amount indicated on the Schedule of Maximum Benefits table for Trip delay, subject to the applicable exclusions and limitations.

This section applies to Trip delay coverage, as part of the All-Inclusive Plan, and is subject to the terms and conditions of the All-Inclusive Plan.

### Beginning and end of coverage

The coverage for Trip Delay begins on the Departure date of your Covered trip and ends on the earliest of:

- the date and time when you return to your Departure point; or
- the Expiry date, as stated on your Policy confirmation.

# Coverage Description – What we cover

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**.

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, default**, grounding of aircraft for

failure to satisfy government safety regulations 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 for any reason beyond your control, we will reimburse you up to \$1,500 for alternate scheduled transportation to get you to your destination in time for the occasion.
- 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 air Fare 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.
- 6. 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.

# **Exclusions and Limitations**

In addition to the General Exclusions which apply to all sections of this **Policy**, there is also no coverage and no benefits will be payable for the following claims:

 An Infectious or contagious disease in any way caused by or resulting from the presence of any virus, bacterium or other microorganism that includes or is capable of inducing physical distress, illness or disease; or 2) an outbreak of which is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).

### 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; AXISCN2011548 0924 Page 15 of 36 2. In addition, **you** are covered for the cost of meals, commercial accommodation, essential telephone calls and taxi Fares resulting from a delay for up to \$350 per day, to a maximum of \$1,000.

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

*Maximum Limit of the Benefit* – Up to the Sum insured under this Policy, including any endorsements, if applicable, as indicated on **your Policy confirmation**, subject to the applicable exclusions and limitations.

This section applies to Emergency Medical coverage, either as part of the All-Inclusive Plan or as a stand-alone Emergency Medical Plan for a single trip or multi-trip Annual Plan. All individuals ages 60 and over applying for Single or Annual Emergency Medical Plan must complete a Medical Questionnaire.

#### Beginning and end of coverage

**Your** Coverage begins on the later of the following events:

- a. The date and time you depart from your province/territory of residence in Canada; or
- b. The Effective date of your Policy.

If coverage is purchased as **Top up** coverage, this insurance begins when the other coverage expires.

#### **Top-ups** for multi-trip Annual Plans

When a planned **Covered trip** will exceed the number of days available on **your** multi-trip Annual Plan, **you** may apply for **Top-Up** coverage. Coverage under a **Top-Up** is:

- a. only available if **you** are applying the **Top-Up** for a **Covered trip** covered under a current multi-trip Annual Plan with **Us**.
- b. only available if you apply for your Top-Up prior to leaving your province or territory of residence; and
- c. provided under the same terms and conditions as your multi-trip Annual Plan; and
- d. becomes a Single Trip Plan with a new period of coverage.

We reserve the right to decline any request for **Top-Up** coverage. When this **Policy** is purchased to **Top-up** any other insurance plan, coverage commences the day following the **Expiry date** of the insurance plan being topped-up.

Your Coverage ends on the earliest of the following events:

- a. the date and time you cancel your insurance coverage prior to Departure date;
- b. when you cancel your Covered trip;
- c. at 11:59 PM on the Expiry date of your Policy, as shown on your Policy confirmation; or
- d. on the date and time when you return to your Departure point.

Notwithstanding the above, **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**, however **you** will not be covered while in **your** province/territory of residence. 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:

a. Your scheduled Common carrier is delayed or you are delayed due to circumstances beyond your control, coverage will be extended for 72 hours; or

- b. You, your Travelling companion or a Family member travelling with you are Hospitalized 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
- c. 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 the Administrator or your agent.

We will extend your coverage under this **Policy** for up to 10 days beyond the maximum length of a **Covered Trip** as shown in the Eligibility Requirements section of this **Policy**, as long as:

- a. You have not incurred a claim under this Policy;
- b. You have not experienced an Injury or Sickness, or have not had medical Treatment during your Covered trip;
- c. Coverage under this Policy is in force at the time you request an extension;
- d. You pay any additional required premium for such extension; and
- e. 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 Insurer's discretion. In no event shall coverage be extended for a period exceeding 12 months from your original Departure date.

If you fail to make medical information known, we may contest the validity of this coverage extension.

#### **Coverage Description - What We Cover**

If you experience a medical **Emergency** while on your Covered trip, You must call or contact the **Emergency** assistance provider as soon as reasonably possible.

Failure to contact the travel assistance company's emergency assistance, **we** reserve the right to reimburse 70% of eligible expenses, without exceeding the average cost within the network, up to a maximum of \$25,000 CDN.

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 described in this Policy, up to the maximum benefit amount under Your Plan.

# Eligible medical and related expenses are described below.

- 1. Emergency medical expenses: as listed below and ordered or prescribed by a Physician as Medically necessary for diagnosis or Treatment of your Emergency Sickness or Injury:
  - a) the services of a **Physician**, surgeon or in-**Hospital** duty nurse;
  - b) Hospital room and board charges up to the semi-private room rate. This will include expenses for a cruise ship cabin or hotel room, not already included in the cost of your Covered trip, if recommended as a substitute for a Hospital room for recovery of an Injury or Sickness;
  - c) transportation furnished by a professional ambulance company to and from a **Hospital**;
  - d) up to \$50 each way if a local taxi service is required to get **you** to and from the nearest medical service provider for a minor **Emergency**;
  - e) Your Emergency evacuation from a remote location to the nearest appropriate Hospital that can provide the necessary Emergency medical Treatment as determined and arranged by our Emergency assistance provider;
  - f) Diagnostic procedures, laboratory procedures and **Treatment**, subject to prior approval by us;
  - g) medical equipment purchased or rented for therapeutic purposes subject to prior approval by us;
  - h) prescription medications required to **Treat** any **Emergency Medical condition** or **Injury**, which are prescribed by a **Physician** and dispensed by a licensed pharmacist (maximum 30 day supply).
  - i) One follow-up visit following Emergency Treatment or one follow-up visit following Hospital discharge for an Emergency that is covered by this Policy. The follow-up visit must be recommended by a Physician at the time of discharge and take place within the required time frame recommended for an initial follow-up visit. The cost of this follow-up visit is limited to \$500.
    - With respect to all **Emergency** medical expenses, **you** or someone acting on **your** behalf are required to immediately contact **our Emergency assistance provider's** 24 hour assistance line at the telephone numbers provided in this **Policy** wherever reasonably possible. Failure to do so will result in **you** being responsible for 30% of any eligible expenses incurred.
    - The We 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 our Emergency assistance provider's recommendation to do so, any further expenses related to the Emergency will not be covered by this Policy and all benefits will end.
- 2. **Prescription drugs:** up to \$50 for prescription drugs lost, stolen or damaged during **your Covered trip.** Up to \$75 will be allowed if the services of a local **Physician** are required to secure the replacement prescription. **You** must contact **our Emergency assistance provider.**
- 3. Emergency dental: Treatment ordered by a licensed dentist or dental surgeon as follows:
  - Up to \$1,500 will be paid for **Treatment** or repair of natural or permanently attached artificial teeth which are damaged by an **Injury** to the head or mouth. Continuing dental **Treatment** completed within 90 days after **you** return to Canada is available provided the **Treatment** is related to the **Injury**;
  - a) up to \$300 to relieve acute pain and suffering not related to an Injury.
- 4. Emergency paramedical services: performed by a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist for Emergency Treatment up to \$300 per category of practitioner. Services performed by a Family member are not covered.
- 5. Accommodation and meals: commercial accommodation, meals, essential telephone calls, taxi Fares or rental vehicle charges incurred by you, your Travelling companion, or a Family member travelling with you if one of you

is relocated to receive **Emergency** medical **Treatment** or one of you is delayed beyond **your 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.
- 6. 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 wherever reasonably possible, 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 Hospitalized 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 air Fare via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to accompany your child home. If the unused return travel ticket is refundable, we will deduct the value of the refund from the return transportation cost we arranged or you may choose to turn your unused return ticket over to us.
  - 9. Child care cost: If you are Hospitalized 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 expenses incurred up to the maximum amount specified in the Schedule of Maximum Benefits for:

a) preparing and transporting **your** remains or ashes back to **your Departure point**; or b) the cremation or burial of **your** remains at the location where death occurs.

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

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

12. 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.
- 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) 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 Emergency assistance provider 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 Hospitalized;
  - b) The necessary preparation and transportation costs to return to **your Departure point** if **you** are evacuated or repatriated by the **us**.

All benefits must be pre-approved and arranged by Us.

#### **Exclusions and Limitations**

In addition to the General Exclusions which apply to all sections of this **Policy**, there is also no coverage, and no benefits will be payable for claims presented under this section resulting from:

1. Pre-existing conditions or related Medical conditions as follows:

- a) For ages 59 and under on the Departure date, any Pre-existing condition or Medical condition that was not Stable during the 60 day period immediately prior to your Departure date or which, in the opinion of your Physician, would be expected to require Treatment in the foreseeable future.
- b) For ages 60 to 74 on the Departure date, any Pre-existing condition or Medical condition that was not Stable during the 90 day period immediately prior to your Departure date or which, in the opinion of your Physician, would be expected to require Treatment in the foreseeable future.
- c) For ages 75 and over on the Departure date, any Pre-existing condition or Medical condition that was not Stable during the 180 day period immediately prior to your Departure date or which, in the opinion of your Physician, would be expected to require Treatment in the foreseeable future.

Coverage is not provided for any claims arising 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 above;

b) a lung condition Treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed above.

**NOTE:** If prior to **your Departure date you** are prescribed any **Treatment** or have any change in the dosage, frequency or type of medication resulting in **your Medical condition** no longer being considered **Stable**, **you** must contact **us** immediately and request consideration for the change by providing **us** with:

- a) certified medical information from your Physician for the required period(s) and the change as stated above;
- b) signed authorization allowing us access to information from Hospitals and/or medical professionals; and
- c) copies of all travel invoices; **Travel supplier's** cancellation clause with regard to nonrefundable costs, charges and expenses; and
- d) any other information we deem necessary.

Once all of the required information is received, **we** will respond within one business day as to whether or not **we** will waive the change in the **Medical condition** for that condition or related condition for any future claim under this **Policy**. 2. 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.

#### 3. Any Treatment:

- a) not required for the immediate relief of acute pain and suffering;
- b) which can reasonably be delayed until you return to your 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 condition s** 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.** 

- 4. Transplants of any kind.
- 5. 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.
- 6. 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**.
- 7. Any expenses related to an **Injury** or **Sickness** that occurred when another insurance was in force during the period of **your Covered trip** for which **Top up** coverage was purchased.
- 8. 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.
- 9. Arthritis, cataracts, gout, varicose veins, corns, calluses and bunions or any **Medical conditions** resulting from the medical care thereof.
- 10. Artificial joints within one year of any surgery.
- 11. All medical and Emergency evacuation costs associated with child birth that occurs after 26 weeks gestation or voluntarily induced abortion.
- 12. All neo natal, medical care and evacuation costs related to a baby born during the Covered trip.

#### 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.

#### Deductible

We will pay eligible expenses for losses incurred in excess of the amount of the deductible, as shown on the **Policy confirmation**, per insured per trip claimed. This deductible applies to the portion of eligible expenses remaining after payment by your provincial or territorial government health care plan or other insurance policies, plans or contracts, including private or provincial automobile insurance.

### BAGGAGE AND PERSONAL EFFECTS

*Maximum Limit of the Benefit* – Up to the amount indicated on your Schedule of Maximum Benefits table for Baggage & Personal Effects, subject to the applicable exclusions and limitations.

This section applies to Baggage & Personal Effects coverage, as part of the All-Inclusive Plan and is subject to the terms and conditions of the All-Inclusive Plan.

### Beginning and end of coverage

The coverage for Baggage and Personal Effects begins on the Departure date of your Covered trip and ends on the earliest of:

- the date and time when you return to your Departure point; or
- the Expiry date, as stated on your Policy confirmation.

#### Coverage Description – What we cover

When **your 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 table for Baggage & Personal Effects for the plan **you** purchased.

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 insurance policies purchased for any one **Covered trip** with respect to a single insured person.

Under a baggage & personal effect claim, 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 \$1,500 will be paid for: jewelry; watches; cameras, including related equipment; binoculars; articles consisting in whole or in part of silver, gold or platinum; furs and fur-trimmed items; cell phones; computers and other digital or electronic items provided that original receipts accompany the claim.

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

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

#### **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 \$1,500 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.

### **Personal Money**

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

#### 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.

#### **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.

### **Exclusions and Limitations**

In addition to the General Exclusions which apply to all sections of this **Policy**, there is also no coverage and no benefits will be payable for claims presented under this section 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 under this section for any loss or damage to:

- 1. Any animals;
- 2. Automobile and automobile equipment; aircraft; bicycles, except when checked as baggage with a **Common carrier**; boats or other vehicles or conveyances; trailers; motors;
- 3. The following personal items:
  - a) sunglasses (prescription or non-prescription), contact lenses;
  - b) artificial teeth, dental bridges, dental retainers, hearing aids, prosthetic limbs, prescribed medications;
  - c) keys, money, credit cards, tickets and documents (except as coverage is otherwise specifically provided herein), stamps, securities
  - d) sporting equipment if the loss/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;
- 7. Computer software, including any expenses incurred for the restoration of any lost or corrupted data;
- 8. Property shipped as freight or property shipped prior to **your Departure date**;
- 9. Property stolen from an unattended vehicle that was not locked in the trunk or property left in view where a secure trunk is not available;
- 10. Property caused by defective materials or craftsmanship, normal wear and tear, gradual deterioration, inherent vice or mechanical breakdown;
- 11. Property caused by electrical current, including electric arcing, that damages or destroys electrical devices or appliances;
- 12. Property caused by the confiscation, detention, requisition or destruction of **your Baggage and personal effects** by customs or other authorities;
- 13. Articles purchased during your Covered trip without original receipts attached to the claim;
- 14. Jewelry, 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

### TRAVEL ACCIDENTAL DEATH AND DISMEMBERMENT

**Maximum Limit of the Benefit –** Up to the amount indicated on your Schedule of Maximum Benefits table for Accidental Death & Dismemberment, subject to the applicable exclusions and limitations.

This section applies to AD & D coverage, as part of the All-Inclusive Plan and is subject to the terms and conditions of the All-Inclusive Plan.

#### Beginning and end of coverage

The coverage for AD & D begins on the Departure date of your Covered trip and ends on the earliest of:

- the date and time when you return to your Departure point; or
- At 11:59 PM on the **Expiry date**, as stated on your **Policy confirmation**.

#### Coverage Description – What we cover

If you sustain an Injury while you are travelling on your Covered trip.

### 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.

# **Exclusions and Limitations**

In addition to the General Exclusions which apply to all sections of this **Policy**, there is also no coverage and no benefits will be payable for claims presented under this section resulting from:

- Disease or any physical defect, infirmity or Sickness which existed prior to the commencement of your Covered trip; or
- 2. Any Act of terrorism.

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Regardless of how many valid policies **you** have purchased with **us**, the maximum amount for which **you** can be covered under all policies issued for Travel Accident/Airflight Accident by **us** as a result of any one incident is limited to an aggregate amount of \$500,000. Any amount purchased in excess of \$500,000 shall be refunded upon request.

**Our** maximum liability under this **Policy** and all other Travel Accident/Airflight Accident Insurance policies issued by the **us** 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, **our** maximum liability under this **Policy** and all other Travel Accident/Airflight Accident insurance policies issued by **us** under this benefit with respect to more than one incident occurring during a calendar year is limited to \$24,000,000 in the aggregate.

# What We Pay

You are covered up to the maximum amount shown on the and Benefits table for AD & D 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	
Complete & Irrecoverable Loss of	
Speech or Hearing in both ears	100%
One Hand or One Foot	
Entire Sight of One Eye	

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.

#### **GENERAL EXCLUSIONS**

These exclusions apply to all coverages of this **Policy**. In addition to the exclusions specified in each insurance coverage, this insurance **Policy** does not cover, and no benefit will be payable for any claim arising directly or indirectly from:

- 1. 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 **Policy**;
- 2. Consequential loss of any kind including loss of enjoyment of your Covered trip from any cause;
- 3. Your mental or emotional disorders including, but not limited to stress, anxiety and depression unless Hospitalized. This exclusion is not applicable to major psychiatric illness such as psychosis, schizophrenia and major affective mood disorders;
- 4. Routine pre-natal care; a child born during **your Covered trip**; childbirth or complications of childbirth; pregnancy or complications thereof after the 26th week of pregnancy or any time after the expected date of delivery;
- 5. Any elective medical **Treatment**;
- 6. Your use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
- 7. Any Sickness or Injury resulting from long term excessive consumption of alcohol or drugs;
- 8. Your suicide, attempted suicide or any intentionally self-inflicted Injury;
- 9. Your participation in Adventurous activities;
- 10. Your participation in organized professional sporting activities;
- 11. Driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving offroad or on private property (unless **you** hold an applicable valid Canadian driver's license);
- 12. Your riding, driving or participating in motorized races of speed or endurance;
- 13. 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**;
- 14. Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 15. Your participation or voluntary exposure in an indictable offence;
- 16. Participation in a riot or insurrection;
- 17. Except as provided under Trip Cancellation (#30 Act of terrorism), 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;
- 18. Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- 19. Participation in the armed forces except as provided under Trip Cancellation and Trip Interruption Covered Events item #20;
- 20. Events related to "Avoid All Travel" warnings issued by Global Affairs 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;
- 21. Orbital and suborbital flights;
- 22. 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**;
- 23. Contamination resulting from radioactive material or nuclear fuel or waste; or
- 24. 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 PROVISIONS – APPLICABLE TO ALL PLANS**

**Applicable law and jurisdiction: Your** insurance contract is governed exclusively by the laws of the Canadian province or territory where you normally reside. Any dispute relating to such contract will be submitted to the competent court of the Canadian jurisdiction where you normally reside, and the parties agree to abide by its jurisdiction.

**Statutory Conditions:** Despite any other provision contained in this contract, this contract is subject to the statutory conditions in the *Insurance Act* respecting contracts of accident and sickness insurance in the province or territory in which this Policy is issued.

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.

**Concealment and misrepresentation:** If you have incorrectly stated, misrepresented or failed to disclose a **Material** fact or circumstance relating to this **Policy**, including in any written, telephonic or electronic statements provided as evidence of insurability, we may contest the validity of this **Policy**. This means we can declare the **Policy** void from the beginning and will refund premium.

**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.

**Coordination of benefits**: 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.

We 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 and Interest**: All premiums and benefits under this **Policy** are payable in Canadian dollars currency. No interest will be paid on the amounts payable under this Policy.

Limitation of liability: Our liability under this **Policy** is limited solely to the payment of eligible benefits, up to the maximum amount purchased for any loss or expense. Upon **us** making payment under this **Policy** does not assume any responsibility for the availability, quality, results or outcome of any **Treatment** or service, or **your** failure to obtain any **Treatment** or service covered under the terms of this **Policy**.

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

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

Refund of premium: Other than the "10 Day Right to Examine" on page 1, 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 **Insurer** 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.

**Sanctions:** This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit **us** from providing insurance, including, but not limited to, the payment of claims.

**Subrogation**: If **you** suffer a loss caused by a third party, the **Insurer** 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 **Insurer**'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.

Act of war means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, civil unrest, insurrection, rebellion or civil war.

Administrator means SoNomad ULC, carrying on business as SoNomad.

Adventurous activities means participating in any of the following: all-terrain vehicles (ATV), bungee jumping, hanggliding, heli-skiing, hot air ballooning, **Mountain climbing**, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving.

Age means your age on the application date for coverage.

**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 travelers for their individual use while traveling.

**Bankruptcy** or **default** means the Travel supplier is insolvent, is bankrupt, is in receivership, has made a proposal to its creditors or filed a notice of intention to make a proposal to creditors under the *Bankruptcy and Insolvency Act* R.S.C. 1985, c. B-3, or filed for protection from creditors under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c.C-36. For non-Canadian Travel suppliers, bankruptcy or default means the inability to provide contracted services due to total cessation or complete suspension of operations due to financial insolvency, with or without the filing of a Bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline or other Travel supplier.

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.

**Child, Children** means **your** unmarried natural, adopted or step-children who are dependent on **you** for maintenance and support, or grandchild(ren) who are travelling with **you** or joining **you** during **your Covered trip** and who are at least either: i) between 30 days old and under 21 years of age; ii) under 26 years of age if a full-time student attending a recognized institution of higher learning in Canada; or iii) of any age who is mentally or physically handicapped and incapable of self-support. **You** must be legal guardian of any foster children and they must reside at **Your** same address. **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 AXIS Reinsurance Company.

**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**. For the *Annual Plan*, means trips undertaken during the **Period** of coverage of this **Policy**.

**Deductible** means the portion of eligible expenses you must pay from your own pocket when an eligible claim occurs. For all medical insurance plans, the deductible applies to the expenses remaining after payment by your provincial or territorial government health care plan. The deductible applies per insured, per trip.

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.. Coverage under this **Policy** starts on the later of the **Departure date** or the **Effective date**, as shown on your **Policy Confirmation**.

**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** providing the **Emergency** service 24 hours a day, 7 days a week, during **your Period of coverage** on behalf of the **us**.

**Expiry date** means the date coverage under this **Policy** ends. Coverage ends on the earlier of the date your return to your Canadian province or territory of residence, or the expiry date, as shown on **your Policy confirmation**.

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

**Family pet** means a domestic dog or domestic cat kept for companionship and enjoyment on a full-time 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 same ticket class that **you** originally purchased for **your Covered trip**. This is subject to availability. If you have not insured the full nonrefundable cost of **your Covered trip**, **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 outpatients. **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** center, 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.

**Infectious or contagious disease** means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

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 or complications of pregnancy within the 26 weeks of pregnancy.

**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 traveling companion** who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical **Treatment**.

Period of coverage means the period of time between your Effective date for the applicable coverage and your Return date.

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

Policy Confirmation means the document provided by us which 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.

Return date means the date on which you are scheduled to return to your Departure point from your Covered trip.

**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 any Medical condition or related condition, when all of the following statements are true:

• there has not been any new **Treatment** prescribed or recommended, or change(s) to existing **Treatment** (including a stoppage in **Treatment**),

• a **Physician** has not prescribed or recommended any new medication or any change to an existing medication (including an increase, decrease or stoppage to the prescribed dosage),

• a **Physician** has not determined that the medical condition has become worse, there has not been any new, more frequent or more severe symptoms,

• there has been no hospitalization or referral to a specialist,

• a **Physician** has not prescribed or recommended any tests, investigation or **Treatment** that are not yet complete, nor are there any outstanding test results, and

• there is no planned or pending Treatment.

• NOTE: The following exceptions are considered stable:

- the routine adjustment of Coumadin, warfarin or insulin (as long as they are not newly prescribed or stopped) and there has been no change in your medical condition, or

- a change from a brand name medication to a generic brand medication of the same dosage.

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**.

Top up means medical only coverage commencing on the expiration of another plan of insurance.

**Travel supplier** means any entity or organization that coordinates or supplies travel services for **you.** AXISCN2011548 0924

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.

**Unforeseen** means not known, anticipated or reasonably expected, and occurring after the Effective date of the benefit under which the claim is being made.

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.

# How To Contact Us

Trident Global Assistance 21 Four Seasons Place, Suite 600, Etobicoke, Ontario, Canada, M9B 0A6 Email: claims@tridentassistance.com

Toll Free in Canada & USA	1-877-876-8706
Fax:	1-844-313-9352

If you require Emergency medical while traveling on your Covered trip or require assistance, you must call our **Emergency assistance provider** as soon as reasonably possible at the numbers listed below. If you cannot successfully place a collect call to the **Emergency assistance provider** as instructed below, have someone call on your behalf or please dial direct and submit the charges incurred to make the call along with your claim documents.

Failure to contact the **Emergency assistance provider**, we reserve the right to reimburse 70% of eligible expenses, without exceeding the average cost within the network, up to a maximum of \$25,000 CDN.

If you choose to pay eligible expenses directly to a health service provider without prior approval by the Emergency Assistance Provider, eligible expenses will be reimbursed to you based on the *reasonable and customary charges* that we would have paid directly to such provider. Medical charges that you pay may be higher than this amount. Therefore, you will be responsible for any difference between the amount you paid, and the *reasonable and customary charges* reimbursed by us.

### EMERGENCY ASSISTANCE PROVIDER CONTACT INFORMATION FOR Trident Global Assistance

USA & Canada	1-877-876-8706
Direct Dial Collect	1-416-426-7465
Email:	assist@tridentassistance.com

# How To Submit A Claim

- 1. Request Claim Form by phone or email at above information shown.
- 2. Send the completed and signed claim form and all required documents to:

Trident Global Assistance 21 Four Seasons Place, Suite 600, Etobicoke, Ontario, Canada, M9B 0A6

3. Retain a copy for your records.

YOU WILL BE CONTACTED BY A CLAIM ADJUSTER IF ADDITIONAL INFORMATION OR DOCUMENTATION IS REQUIRED. IF YOU HAVE ANY CLAIM RELATED QUESTIONS PLEASE CALL

#### TRIDENT GLOBAL ASSISTANCE AT 1-416-426-7465

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

- Submit your claim forms within 30 days after the expense or loss is incurred or as soon as is reasonably possible;
- Written proof of the claim must be submitted within 90 days, but not later than 12 months after the date of the event or loss.

Written Proof of a Claim shall include:

1. the completion of any claim forms supplied by Trident Global Assistance on behalf of us;

2. original receipts;

- 3. all written reports, complete with the diagnosis completed by the attending **Physician**, if applicable, and any other form of documentation deemed necessary by the **Company** to validate **your** claim;
- 4. documentation required by **us** to substantiate cancellation, interruption, trip delay or schedule change if for other than medical reasons. If death is the cause of the claim, an official document such as a death certificate that establishes cause of death will also be required.

For example:

- Copy of the subpoena if cancelling due to jury duty or being called as witness;
- Letter from the employer if cancelling due to a business meeting or job transfer;
- Letter from the airline confirming the change in the scheduled flight or the cause of the flight delay.

Original substantiating claims documentation must be provided, however, **we** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable substantiation 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 **us**.

# **Claim Payments**

We will pay covered claims within 60 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.

# **Payment of Claim**

All benefits will be paid in Canadian currency. **We** will pay benefits in accordance with the Beneficiary provision and these claim provisions. If any payee of benefits is a minor or otherwise legally incompetent, **we** will pay benefits to the person designated as his/her legal guardian or conservator.

Benefits will be paid immediately after proof of loss is received but not more than 30 (thirty) days after proof of loss is received. Any payment made by **us** in good faith pursuant to this provision will fully discharge us to the extent of such payment and release **us** from all liability for that payment.

# Limitation of Action

If you have a claim in dispute under this **Policy**, you must begin any legal action or proceeding against the us 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. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code. 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 Us is located.

### COMPLAINT PROCEDURES FOR QUEBEC RESIDENTS

If you wish to file a complaint regarding this insurance coverage, you must do so in writing. You can send the complaint to:

Complaint Officer: Brad Randell, 123 Front Street West, Suite 1700, Toronto, Ontario M5J 2M2

If you are still not satisfied with the Company's resolution, you may ask the firm to send your complaint file to the Autorite des Marches Financiers (AMF).

You may also send your complaint directly to the AMF. IF YOU NEED HELP submitting your information or if you have questions:

- Visit the AMF website : <u>www.lautorite.qc.ca</u> or
- Contact the AMF's Information Centre by calling the toll free number: 1-877-525-0337

Underwritten by: AXIS REINSURANCE COMPANY (CANADIAN BRANCH)

# SIGNATURE PAGE

In witness whereof, this policy has been executed and attested by the undersigned in Toronto, Ontario, Canada.

Col Miter

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Trand Rodolf.

Andrew M. Weissert

Michael W. McKenna

Brad Randell

Secretary

President

Chief Agent