

This Policy provides Non-Medical Travel Insurance coverage. The following benefits are available for trips taken outside *your* province or territory of residence for personal leisure purposes and are not available for any business related travel.

The All-Inclusive Multi-Trip Annual Plan is formed by combining the Multi-Trip Non-Medical Annual Plan option with the Medi-Select Advantage Emergency Medical Travel Insurance Multi-Trip Annual Plan. The Medi-Select Advantage All-Inclusive Top Up Plan, which covers the number of days in excess of the maximum trip duration allowed on an All-Inclusive Multi-Trip Annual Plan, is formed by combining the Single Trip Non-Medical Plan option with the Medi-Select Advantage Emergency Medical Travel Insurance Top Up. These policy options are only offered in conjunction with the Medi-Select Advantage Emergency Medical Travel Insurance Policy, and become valid if the All-Inclusive Multi-Trip Annual Plan or the All-Inclusive Top Up Plan was selected at the time of application, as indicated on *your* confirmation of insurance, and the appropriate premium has been paid.

The Single Trip Non-Medical Plan option is available for single trips and becomes valid when the Single Trip Non-Medical Plan was selected at the time of application, as indicated on *your* confirmation of insurance, and the appropriate premium has been paid.

IN THE EVENT YOU HAVE TO FILE A CLAIM YOU MUST CALL GLOBAL EXCEL ON THE DAY THE INSURED RISK OCCURS OR ON THE NEXT BUSINESS DAY:

From Canada and U.S., call 1-800-715-8833 / From anywhere, call collect +819-566-8839

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Section I – Important Notice

- Throughout this policy, words in italics have a specific meaning and are defined in Section X - Definitions.
- Please read this policy carefully before *you* travel.
- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your* policy before *you* travel, as *your* coverage may be subject to certain limitations and exclusions.
- Pre-existing medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to *your* trip. Refer to *your* policy to determine how these exclusions may affect *your* coverage and how they relate to *your* departure date, date of purchase or effective date.
- In the event of a *sickness or injury*, *your* prior medical history will be reviewed after a claim has been reported.
- All amounts are in Canadian currency, unless indicated otherwise.
- If, while *you* are on a *covered trip*, *you* return to *your* province, territory of residence or Canada for any reason prior to *your* expected return date, *you* must contact *your* broker or sales agent to discuss how *your* coverage may be affected.
- 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.

Section II – Eligibility

- This insurance must be:
 - Issued in Canada for travel arrangements booked through a *supplier of travel services*;
 - For the Single Trip Non-Medical Insurance Plan option, purchased within 7 days of the initial deposit for *your covered trip* or, if purchasing insurance more than 7 days after the initial deposit for *your covered trip*, then insurance must be purchased prior to any cancellation penalties being applicable to *you* for the *covered trip*; and
 - Purchased prior to the *contracted* date of departure from *your* province, territory of residence or Canada.
 - You* must meet the following conditions to be eligible for this insurance:
 - You* must be a Canadian resident and be covered by the government health insurance plan (GHIP) of *your* Canadian province or territory of residence for the entire duration of *your* trip;
 - You* must NOT be travelling against the advice of a *physician* or have been diagnosed with a *terminal illness or metastatic cancer*;
 - You* must NOT have a kidney disease requiring dialysis; and
 - You* must NOT have been prescribed or used home oxygen during the 12 months prior to *your* date of application.
 - It is a condition precedent to the Insurer's liability under this policy that at the time of purchase:
 - The applicant knows of no reason for him, an *immediate family member*, a *travel companion*, or a *travel companion's immediate family member*, to seek medical attention;
 - The applicant and his *travel companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked.
 - You* must complete and submit the Application prior to the effective date of insurance. *You* are subject to the eligibility criteria as outlined on the Application and in this Policy.
 - For the Single Trip Non-Medical Insurance Plan option, *you* must have applied for the Non-Medical Plan under the Single Trip Plan on the Application.
 - For the Multi-Trip Non-Medical Annual Insurance Plan option, *you* must have applied for the All-Inclusive Multi-Trip Annual Plan on the Application.
 - If this insurance is purchased in any other manner than as stated in this Section, this policy shall be null and void and the Insurer's sole liability will be limited to the refund of the insurance premium paid.
- Note:** This plan is not available if *you* have purchased the 40-day Supplemental Multi-Trip Annual Plan for PSHCP members.

Section III – Insurance Agreement

A. The Contract

This Non-Medical Insurance Policy, the Application and the Policy Confirmation all form part of *your* insurance contract and must be read as a whole. The Insurer will pay eligible benefits specified in this Policy upon payment of the required premium, submission of a correct and complete Application and occurrence of an insured risk, subject to the terms, conditions, limitations, exclusions, definitions and other provisions of this Policy.

B. Coverage Offered

Plan Options:

- Multi-Trip Non-Medical Annual Plan**
 - This policy combined with the Medi-Select Advantage Emergency Medical Travel Insurance Policy, forms the All-Inclusive Multi-Trip Annual Plan and provides coverage outside *your* province or territory of residence.
 - Provides coverage between the effective date and the expiry date of *your* policy as indicated on *your* Confirmation of insurance for any number of trips outside *your* province or territory of residence up to the allowed trip duration that *you* selected at time of purchase.
- Single Trip Non-Medical Plan**
 - Provides coverage for a single trip outside *your* province or territory of residence or Canada.
 - May be purchased as a Top Up to the Multi-Trip Non-Medical Annual Plan to cover the additional value of *your* trip if it exceeds the amount offered under that plan.
 - May be combined with the Medi-Select Advantage Emergency Medical Travel Insurance Single Trip Daily Top Up Plan to form the All-Inclusive Top Up Plan which provides coverage for the number of days in excess of the maximum trip duration allowed under the option *you* have selected at time of initial purchase of the All-Inclusive Multi-Trip Annual Plan.

This Policy provides the following insurance coverage:

Benefits	Multi-Trip	Single Trip
	Non-Medical Annual Plan	Non-Medical Plan
Travel Cancellation	\$2,500 per <i>insured</i> , per trip (to a maximum of \$5,000 per <i>insured</i> , per policy period and \$10,000 per family, per policy period)	Up to <i>sum insured</i> per policy period
Travel Interruption	\$5,000 per <i>insured</i> , per trip (to a maximum of \$10,000 per <i>insured</i> , per policy period and \$20,000 per family, per policy period)	Up to <i>sum insured</i> per policy period
Accidental Death and Dismemberment		
Flight Accident	\$150,000 per <i>insured</i>	\$150,000
Common Carrier Accident	\$75,000 per <i>insured</i>	\$75,000
24-Hour Accident	\$25,000 per <i>insured</i>	\$25,000
Baggage and Personal Effects	\$1,000 per <i>insured</i> , per trip (to a maximum of \$2,000 per <i>insured</i> , per policy period and \$4,000 per family, per policy period)	\$1,000
Baggage Delay	\$400 per <i>insured</i> , per trip (to a maximum of \$800 per <i>insured</i> , per policy period and \$1,600 per family, per policy period)	\$400

C. Period of Coverage

Plan	Age	Trip Duration	
Multi-Trip Non-Medical Annual Plan	0-79	4, 9, 16, 30 or 60 consecutive days	As selected on the Application and as indicated on <i>your</i> Confirmation of Insurance for the All-Inclusive Multi-Trip Annual Plan
	80+	4, 9 or 16 consecutive days	
Single Trip Non-Medical Plan	All Ages	Up to 182 days (or any number of days allowed in <i>your</i> province or territory of residence)*	As selected on the Application and as indicated on <i>your</i> Confirmation of Insurance

*Note: Coverage beyond the Maximum Trip Duration (to a limit of 365 days) is permitted providing *you* have been granted an extension on *your* GHIP coverage.

- Effective Date for Travel Cancellation** – Coverage begins on the later of the following:
 - the date *you* pay the premium (either at the time of initial deposit or prior to any cancellation penalties being applicable to *your covered trip*); or
 - the date a policy number is issued.
- Effective Date for Travel Interruption, Accidental Death and Dismemberment and Travel Baggage and Personal Effects** – Coverage begins on *your* departure date from *your* province or territory of residence.
- Expiry Date for the Multi-Trip Non-Medical Annual Plan** – Coverage terminates on the earliest of the following:
 - the date *you* reach the maximum *sum insured* per policy period; or
 - the date *you* reach the maximum number of days allowed under the trip duration *you* selected at the time of purchase; or
 - the date *you* return to *your* province or territory of residence; or
 - the expiry date as indicated on *your* Confirmation of Insurance.
- Expiry Date for the Single Trip Non-Medical Plan** – Coverage terminates on the earliest of the following:
 - the date *you* return to *your* province or territory of residence; or
 - the expiry date as indicated on *your* Confirmation of Insurance; or
 - the date the Insured Risk occurs (if the trip is cancelled prior to the *contracted* date of departure).

D. Top Up of Coverage

The All-Inclusive Top Up Plan, formed by combining the Single Trip Non-Medical Plan with the Medi-Select Advantage Emergency Medical Travel Insurance Single Trip Daily Top Up Plan, can be used as a Top Up to the All-Inclusive Multi-Trip Annual Plan to cover the number of days in excess of the maximum trip duration allowed under the option *you* have selected at time of initial purchase of the All-Inclusive Multi-Trip Annual Plan.

Note: If using the All-Inclusive Top Up Plan as a Top Up to cover the number of days in excess of the maximum trip duration allowed, only the Travel Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects benefits will apply for the additional number of days.

The Single Trip Non-Medical Plan can be used as a Top Up to the All-Inclusive Multi-Trip Annual Plan to cover the additional value of *your* trip if it exceeds the amount offered under that plan. **Note:** If using the Single Trip Non-Medical Plan as a Top Up to cover the additional value of *your* trip, only the Travel Cancellation and Interruption benefit amounts will increase. The maximum *sum insured* for the Accidental Death and Dismemberment and Baggage and Personal Effects will remain as outlined in the Single Trip Non-Medical Plan benefit summary. Please refer to Section III - Insurance Agreement, B. Coverage Offered.

E. Payment of Premium

Coverage is valid upon payment of premium subject to the eligibility requirements. The premium must be paid on the date of purchase. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

F. Refunds

Premium paid is non-refundable. However, *you* have the right to cancel this policy within 10 days of receipt of the contract and receive a full refund. *You* must notify *your* broker or sales agent immediately if *you* wish to cancel *your* coverage and written confirmation must be received within 10 days of receipt.

Section IV – Travel Cancellation and Interruption

A. Coverage Offered

Benefits specified below are provided upon the occurrence of an insured risk.

Any of the following occurrences that prevent *you* from departing, travelling or returning on the dates of the *covered trip* is an insured risk.

Conditions

At the time *you* purchase *your* travel arrangements:

You must not know of nor be aware of any reason, circumstance, event, activity or medical condition affecting

you, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member* or a business associate which may eventually prevent *you* from starting and/or completing *your covered trip* as booked.

Insured Risks

- Sickness, injury*, death or quarantine of *you*, a *travel companion*, an *immediate family member*, a *travel companion's immediate family member* or a *caregiver*.
- Death or *emergency hospitalization* of a business partner, a key employee or a close friend occurring within 10 days of the *contracted* departure date or during the *covered trip*.

Section V – Accidental Death and Dismemberment (continued)

4. Exposure and Disappearance due to Accident

- If you are unavoidably exposed to the elements due to an *accident* resulting in the disappearance, sinking or damage of a *common carrier* aboard which you are a passenger and if, as a result of such exposure, you sustain a loss for which benefits would otherwise be payable, such loss will be covered by this policy.
- If you disappear due to an *accident* resulting in the disappearance, sinking or damaging of a *common carrier* aboard which you are a passenger and if your body is not found within **52 weeks** of such *accident*, the Insurer shall presume that you sustained loss of life as a result of *injury* covered by this Policy, subject to there being no evidence to the contrary.

B. Benefits

The greatest of the following benefits is payable for all losses resulting within **100 days** from the date of a single *accident* described in A. Coverage Offered above and as a direct result thereof:

- 100% of the *sum insured* if one single *accident* results in the loss of life, dismemberment of two limbs or loss of sight in both eyes.
Note: The benefit for dismemberment of two limbs or loss of sight in two eyes is payable only if such dismemberment results directly from a single *accident*.
- 50% of the *sum insured* for dismemberment of one limb or loss of sight in one eye.

Section VI – Baggage and Personal Effects

A. Coverage Offered

Loss of, or damage to, the baggage and personal effects you own and use by reason of theft, burglary, fire or transportation hazards during the *covered trip*, to a maximum *sum insured* of **\$1,000 (\$400 for Baggage Delay)** per trip. The Insurer will reimburse eligible expenses only in excess of those reimbursable under any other source.

B. Benefits

The Insurer reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the *actual cash value* of such property at the time of loss or damage. When, after a reasonable period of time, property lost by the *common carrier* is not found, any claim will be assessed and paid.

- Personal Effects** - The *actual cash value* or **\$500**, whichever is less, in respect of any one item or set of items. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.
- Document Replacement** - Reimbursement of the cost of replacing one or more of the following documents, to a maximum of **\$200**, in the event of loss or theft: passport, driver's licence, birth certificate or *travel visa*.
- Baggage Delay** - Up to **\$400** to purchase necessary toiletries in the event that your checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to your *contracted* point of departure. To file a claim, you must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.

C. Limitations and Restrictions

Total Benefits Limited to the Actual Expenses

The total benefits paid to you from all sources cannot exceed the actual expense which you have incurred.

D. Exclusions for Baggage and Personal Effects

Please refer to Section VII - Exclusions.

E. How to File a Claim

- Important** - In the event of loss due to theft, burglary, robbery or malicious mischief, you must notify and obtain supporting documentary evidence from the police immediately upon discovery. Failure to report the loss to the police shall invalidate any claim under this insurance for such loss.
- You must substantiate your claim by providing all required documents. Failure to do so may result in non-payment of your claim. The Insurer is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to you for completion.

Section VII – Exclusions

Benefits	Applicable Exclusions
Travel Cancellation and Interruption	1 to 21
Accidental Death and Dismemberment	3 to 6, 8, 9, 19, 21, 22, 23
Baggage and Personal Effects	3 to 6, 24 to 31

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* at any time during the **90 days** prior to the date of purchase of your travel arrangements.
- A heart condition, if any heart condition was not *stable* at any time during the **90 days** prior to the date of purchase of your travel arrangements.
- A lung condition if, at any time during the **90 days** prior to the date of purchase of your travel arrangements:
 - any lung condition, was not *stable*; or
 - you have been *treated* with home oxygen or taken oral steroids (e.g., prednisone) for any lung condition.

This exclusion applies to you and the following persons who are age 60 or over: an *immediate family member*, a *travel companion*, a *travel companion's immediate family member* or a business associate.
- Any *injury, sickness* or medical condition which, prior to the date of purchase of your travel arrangements:
 - was such as to render medical consultation or *hospitalization* expected;
 - which has been shown, by prior medical history, as probable or certain to occur.
- Expenses for which no charge would normally be made in the absence of insurance.
- Committing or attempting to commit an illegal act or criminal act.
- Your participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
- Labour disruptions or strikes (legal or illegal).
- Sickness, injury* or medical condition if you, a *travel companion* or an *immediate family member* of you or your *travel companion* are awaiting or undergoing any surgery, medical test(s) examination(s), monitoring or consultation prior to the date of purchase of your travel arrangements:
 - for an existing medical condition, other than a regular medical check-up. (In the eventuality of a claim, the dates of the last and next medical check-up must be provided.);
 - for a new or changed medical condition which may eventually cause you, a *travel companion* or an *immediate family member* of you or your *travel companion* to seek medical attention.
- Medication, drugs or toxic substance abuse or overdose (whether or not you are sane); alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood.
- Suicide (including any attempt thereof) or self-inflicted *injury* whether or not you are sane.
- A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless you are *hospitalized* on the date of occurrence for the event that caused a trip cancellation.

Section VIII – General Provisions

- Subrogation** – If you suffer a loss covered under this policy, the Insurer is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the Insurer is granted the right to make a demand for, and recover those benefits. If the Insurer institutes an action, the Insurer may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or action for a covered loss you shall immediately notify the Insurer so that the Insurer may safeguard its rights. You shall take no action after a loss that will impair the rights of the Insurer set forth in this paragraph and shall do such things as are necessary to secure the Insurer's rights.
- Other Insurance** – This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside your Canadian province or territory of residence that are in excess of the amounts for which you are insured under such other coverage. All coordination with

Note: "Loss" in reference to dismemberment means the actual, complete severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple treatment or corrective lenses.

C. Limitations and Restrictions

- Coverage Limited to Greatest Loss** - Should more than one covered loss be sustained as the direct result of a single *accident*, only the largest of the benefits is payable.
- Coverage Limited to Sum Insured** - The total benefits payable for one or more *accidents* occurring during the same *covered trip* shall not exceed the *sum insured*.
- Excess Coverage** - If the total amount of all *accident* insurance coverage that you purchase from the Insurer with respect to the same *covered trip* exceeds \$150,000 in the aggregate, then any such excess is void and the Insurer's only liability with respect to such excess will be to refund the premiums relating to such excess insurance coverage.
- Exclusions for Accidental Death and Dismemberment**

Please refer to Section VII - Exclusions.

E. How to File a Claim

For a claim under Accidental Death and Dismemberment Insurance, you must contact *Global Excel* for forms and instructions.

3. To file a claim, you must:

- take all reasonable steps to protect, save and/or recover the property;
- notify *Global Excel* of the loss within 24 hours;
- promptly notify and obtain supporting documentary evidence from the transportation authorities in whose custody the insured property was at the time of loss or promptly notify the hotel manager, tour guide or police; and
- provide adequate proof of loss, ownership and *actual cash value* within **90 days** from the date of loss.

Failure to comply with these conditions shall invalidate any claim under this insurance for such loss.

You must submit:

- You must submit the completed claim form (available by contacting *Global Excel*).
- A copy of the insurance policy with the policy/confirmation number (if applicable) identified prominently.
- For loss:**
 - a report by the police and either the hotel manager, tour guide or transportation authorities in whose custody the insured property was at the time of loss;
 - adequate proof of loss, ownership and itemized value along with a detailed statement within **90 days** from the date of loss (failure to supply such information shall invalidate your claim);
 - a Property Irregularity Report when luggage is lost or damaged while in the custody of the airline or *common carrier*;
 - adequate proof of home insurance coverage and/or amount of deductible (if applicable).
- For Baggage Delay:**
 - original itemized receipts for expenses actually incurred;
 - a copy of the baggage claim ticket;
 - a copy of your airline ticket;
 - a copy of the airline report confirming the delay of your checked baggage including the reason and the duration of the delay;
 - a copy of the delivery receipt for your checked baggage.

Please send all documents for your claim to:

Global Excel Management Inc.

73 Queen Street
Sherbrooke, Quebec
J1M 0C9



GlobalExcel

TELEPHONE: 1-800-715-8833 (toll free) OR +819-566-8839 (collect) during business hours (ET).

- Treatment or surgery during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such trip is taken on the advice of a *physician* or surgeon.
- A trip undertaken for the purpose of visiting a sick or injured person when the *covered trip* is cancelled, interrupted or delayed due to such person's medical condition or death therefrom.
- Routine pre-natal care.
- High risk pregnancy. A high risk pregnancy means a pregnancy where any medical condition or risk factor puts the mother, the developing fetus, or both, at a higher than normal risk of developing medical complications during or after the pregnancy and birth.
- Any *child* born during your trip.
- Pregnancy, childbirth or complications of either, occurring in the 9 weeks before or after the expected date of delivery.
- A return earlier or later than the *contracted* date of return, unless recommended by the attending *physician*.
- A return delayed more than **10 days** beyond the *contracted* date of return, unless you, an *immediate family member* or a *travel companion* were *hospitalized* for at least 48 consecutive hours within the **10-day** period.
- Any *sickness, injury* or medical condition you suffer or contract, or any loss you incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before your departure date, advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after your departure date, your coverage under this policy in that specific country, region or area will be limited to a period of **10 days** from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for you to safely evacuate the country, region or area.
- Any cause or event which might reasonably have been expected to necessitate the immediate return of the *insured*.
- Flight *accident* (unless you are travelling as a fare-paying passenger on a commercial airline).
- Participation in:
 - any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
 - any competitive motorized sporting events, racing or speed contests.
- Injury* sustained while making a parachute jump for any purpose other than to save your life.
- Property illegally acquired, kept, stored or transported.
- The purchase or replacement cost (prescribed or not) loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
- Loss or damage resulting from moths, vermin, deterioration or wear and tear.
- Loss or damage caused by any imprudent action or omission by the *insured person*.
- Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
- Belongings insured under another insurance policy.
- Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
- Money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.

employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is **\$50,000** or less.

- Misrepresentation and Non-disclosure** – The completed and signed Application and Medical Questionnaire is essential to the appraisal of the risk by the Insurer and is the basis of and forms part of your contract. Any erroneous responses thereon constitute material misrepresentation or concealment relating to an essential component of the contract, that renders your insurance void. Consequently and following a loss, no claim shall be payable by the Insurer and you shall be solely responsible for all expenses relating to your claim, including repatriation costs. The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, you have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or your interest therein, or if you refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.
- Arbitration** – Notwithstanding any clause in the present policy, the parties hereto undertake to submit to an arbitration procedure, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by arbitration laws in force in the Canadian province or territory of residence of the *insured*. The parties agree that any action will be referred to arbitration.

Section VIII – General Provisions (continued)

- Applicable Law** – This contract of insurance is governed by the laws of *your* Canadian province or territory of residence. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured*.
- Limitation Period** – Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (British Columbia, Alberta and Manitoba). Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act (Ontario), or other applicable legislation.
- Sanctions** – The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard. The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach economic, financial or trade sanctions (“Sanctions”) imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

Section IX – Statutory Conditions

- The Contract** – The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed on in writing after this policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.
- Waiver** – The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.
- Copy of Application** – The insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.
- Material Facts** – No statement made by the *insured* or a person *insured* at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
- Notice And Proof Of Claim**
 - The *insured* or a person *insured*, or a beneficiary entitled to make a claim, or the agent of any of them, shall
 - Give written notice of claim to the insurer
 - By delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
 - By delivery thereof to an authorized agent of the insurer in the Province, not later than **30 days** after the date a claim arises under the contract on account of an *accident, sickness* or disability;
 - Within **90 days** from the date a claim arises under the contract on account of an *accident, sickness* or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness* or disability and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and

- Important Notice About Your Personal Information** – Royal & Sun Alliance Insurance Company of Canada (“we”, “us”) collect, use and disclose, personal information (including to and from *your* agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, *insureds* and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or travelling companions when a policyholder, *insured* or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, *insureds* or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an *insured* may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit www.rsatravelinsurance.com.

- If so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident, sickness* or disability for which claim may be made under the contract and as to the duration of such disability.
- Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if
 - The notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the *accident* or the date a claim arises under the contract on account of *sickness* or disability, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
 - In the case of the death of the person *insured*, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.
- Insurer To Furnish Forms For Proof Of Claim** – The insurer shall furnish forms for proof of claim within fifteen *days* after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident, sickness* or disability giving rise to the claim and of the extent of the loss.
- Rights Of Examination** – As a condition precedent to recovery of insurance money under this contract,
 - The claimant shall afford to the insurer an opportunity to examine the person of the person *insured* when and so often as it reasonably requires while the claim hereunder is pending, and
 - In the case of death of the person *insured*, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
- When Money Payable** – All money payable under the contract shall be paid by the insurer within **60 days** after it has received proof of claim.

Section X – Definitions

Throughout this policy, defined words are written in **italics**.

Accident means a fortuitous, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

Actual Cash Value means the estimated value at the time of loss.

Aircraft means a fixed wing multi-engine transport aircraft with an authorized take-off weight greater than 35,000 lbs. (15,900 kg) operated between licensed airports by a scheduled or charter airline of Canadian or foreign registry holding a valid National Transportation Agency License, Regular Specific Point or Charter Air Carrier License or its foreign equivalent, insofar as the aircraft is being used at the time as a conveyance in the capacity authorized by the airline’s Scheduled Regular Specific Point or Charter Air Carrier License.

Caregiver means a person *you* have entrusted with the care of *your child(ren)* on a permanent, full-time basis and whose services cannot reasonably be replaced.

Child(ren) means an unmarried child of the *insured* or his *spouse* who is, at the date of purchase, dependent on *you* for support and is:

- Under 21 years of age;
- A full time student who is under 26 years of age;
- Of any age with a permanent physical impairment or a permanent mental deficiency.

Common Carrier means a conveyance (bus, taxi, train, boat, airplane or other *vehicle*) which is licensed, intended and used to transport paying passengers.

Contracted, in reference to a destination, a date or the time and place of arrival or departure, means that which is indicated in the travel documents for the *covered trip*.

Covered Trip means the travel arrangements which *you* have *contracted* and paid for prior to *your* departure from *your* province or territory of residence and for which an insurance premium has been paid in full to cover the total non-refundable amount of *your* travel arrangements, when *you* have selected and paid for the Medi-Select Advantage All-Inclusive Multi-Trip Annual Plan or the Single Trip Non-Medical Plan at the time of application.

Day means 24 consecutive hours.

Emergency means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a *covered trip* and that such *medical treatment* cannot be delayed until *your* return to *your* province or territory of residence.

Flight Itinerary Schedule Change means:

- The re-scheduled departure of an air carrier causing *you* to miss *your* next connecting flight with another air carrier when both air carriers are part of *your covered trip*;
- The earlier departure of an air carrier causing the ticket *you* purchased to be unusable for the prior connecting flight with another air carrier when both air carriers are part of *your covered trip*; or
- When *your* flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and *you* must incur additional expenses for new flight arrangements to meet *your* original cruise embarkation.

A Flight Itinerary Schedule Change does not mean a change resulting from a labour dispute, strike or flight delay.

Global Excel means the company appointed by the Insurer to provide medical assistance and claims services.

Hospital means an institution which is designated as a hospital by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* or *injury* in the acute phase, or active treatment of chronic conditions; which has facilities for diagnosis, major surgery and in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, or drug or alcohol abusers.

Hospitalized or **Hospitalization** means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and admission was recommended by a *physician* when *medically necessary*.

Immediate Family Member means *your* mother, father, sibling, *child, spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law and brother-in-law.

Injury means an unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a *covered trip* and requiring immediate *emergency* treatment.

Insured, Insured Person, You, Your and Yourself means any eligible person who is named on the Confirmation of Insurance.

Medical Treatment means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

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

- Is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- Is not experimental or investigative in nature;
- Cannot be omitted without adversely affecting *your* condition or quality of medical care;
- Cannot be delayed until *your* return to *your* province, territory of residence or Canada.

Metastatic Cancer means a cancer that has spread from its original site to one or more other area(s) of the body.

Minor Ailment means any *sickness* or *injury* which does not require the use of medication for a period of greater than 15 *days*, more than one follow-up visit to a *physician, hospitalization*, surgical intervention, or referral to a specialist, and which ends at least 30 consecutive *days* prior to the departure date of each trip. However, a chronic condition or any complication of a chronic condition is not considered a minor ailment.

Non-Aligned Air Carriers means two different connecting air carriers that are part of the *covered trip* when no fare agreement exists between these air carriers for this portion of the air transportation.

Physician means a medical practitioner whose legal and professional standing within his jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his licensed authority. A physician must be a person other than *yourself* or an *immediate family member*.

Sickness means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

Spouse means the person to whom *you* are legally married or with whom *you* have been residing for at least the last 12 months.

Stable means any medical condition (other than a *minor ailment*) for which all the following statements are true:

- There has been no new diagnosis, treatment or prescribed medication;
- There has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (provided that the dosage is not modified);
- There has been no new symptoms, more frequent symptoms or more severe symptoms;
- There have been no test results showing deterioration;
- There has been no *hospitalization* or referral to a specialist (made or recommended) and *you* are not awaiting results of further investigations for that medical condition.

Sum Insured means the maximum sum payable that applies to a given insurance coverage.

Supplier of Travel Services means a travel agent, a tour operator, a travel wholesaler, an airline, a cruise line, a provider of ground transportation, a provider of travel accommodations who is legally authorized and licensed to sell travel services to the general public.

Terminal Illness means that *you* have a medical condition that is cause for a *physician* to estimate that *you* have less than 6 months to live or for which palliative care has been received.

Travel Companion means a person who is sharing travel arrangements with *you* from *your* point of departure on the *covered trip*, including accommodation and transportation, and who has paid such accommodation or transportation in advance of departure. A maximum of three persons will be considered *your* travel companions.

Travel Visa means the visa required for *your* entrance to a foreign country (not an immigration, employment or student visa).

Treated means that *you* have been *hospitalized*, have been prescribed medication (including prescribed as needed), have taken or are currently taking medication, or have undergone a medical or surgical procedure.

Vehicle means any automobile, station wagon, mini-van, sports utility vehicle (for on road use), motorcycle, boat, pick-up truck or a mobile home, camper truck or trailer home under 36 feet in length, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your covered trip*.

Section XI – Identification of Insurer

Medi-Select Advantage® Non-Medical Travel Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to *Global Excel*.

THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE.