

# POLICY ENDORSEMENT



## APPLICABLE TO POLICIES ISSUED TO MANITOBA RESIDENTS ONLY THIS ENDORSEMENT CHANGES THE POLICY

This endorsement is attached to and forms part of your Travel Insurance Policy underwritten by Royal & Sun Alliance Insurance Company of Canada.

The following is added to the Policy immediately following Statutory Conditions section of the policy.

The Statutory Conditions set out below are applicable to the following benefits and risks only (those set out in the Statutory Conditions section of the Policy apply to all other benefits and risks):

1. Trip Cancellation and Trip Interruption caused by events other than death, injury or illness; and
2. Baggage and Personal Effects loss due to theft or damage.

Any reference to the “contract” and the “insurance” in these Statutory Conditions means only that part of the contract and insurance that relates to such benefits and risks.

The “minimum retained premium” as referenced in these Statutory Conditions means the amount you paid as premium determined in accordance with the Payment of Premium section in the Policy less the amount of refund due calculated based on the remaining days of coverage paid for the benefits listed above from the date of termination of these benefits.

### STATUTORY CONDITIONS

#### Misrepresentation

1. If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

#### Property of others

2. The insurer is not liable for loss or damage to property owned by a person other than the insured unless:
  - (a) otherwise specifically stated in the contract; or
  - (b) the interest of the insured in that property is stated in the contract.

#### Change of interest

3. The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

#### Material change in risk

- 4(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is:
  - (a) material to the risk; and
  - (b) within the control and knowledge of the insured.
- 4(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
- 4(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may:
  - (a) terminate the contract in accordance with Statutory Condition 5; or
  - (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
- 4(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this

condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

#### Termination of contract

- 5(1) The contract may be terminated:
  - (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
  - (b) by the insured at any time on request.
- 5(2) If the contract is terminated by the insurer:
  - (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
  - (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
- 5(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
- 5(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### Requirements after loss

- 6(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:
  - (a) immediately give notice in writing to the insurer;
  - (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:

- (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed;
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
  - (iv) stating the amount of other insurances and the names of other insurers;
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
  - (vii) stating the place where the insured property was at the time of loss:
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
  - (d) if required by the insurer and if practicable:
    - (i) produce books of account and inventory lists;
    - (ii) furnish invoices and other vouchers verified by statutory declaration; and
    - (iii) furnish a copy of the written portion of any other relevant contract.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

#### **Fraud**

7. Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

#### **Who may give notice and proof**

8. Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made:

- (a) by the agent of the insured if:
  - (i) the insured is absent or unable to give the notice or make the proof; and
  - (ii) the absence or inability is satisfactorily accounted for; or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

#### **Salvage**

9(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Nothing herein contained shall vary, alter, waive or extend any provision or condition of your Travel Insurance Policy, other than stated herein.

#### **Entry, control, abandonment**

10. After loss or damage to insured property, the insurer has:

- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage: but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

#### **In case of disagreement**

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the Insurance Act whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until:

- (a) a specific demand is made for it in writing; and
- (b) the proof of loss has been delivered to the insurer.

#### **When loss payable**

12. Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

#### **Replacement**

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

#### **Notice**

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

14(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

# NON-MEDICAL TRAVEL INSURANCE POLICY



## IN THE EVENT YOU HAVE TO FILE A CLAIM:

**You must call Global Excel Management Inc. (hereinafter called “Global Excel”) on the day the insured risk occurs or on the next business day:**

- From Canada and U.S., call TOLL FREE **1-800-715-8833**
- From anywhere, call COLLECT **+819-566-8839**

**RIGHT TO EXAMINE POLICY:** *You* have the right to cancel this policy within 10 *days* of receipt of the policy and receive a full refund. Upon such request, this policy will be considered to never have been in effect and the insurer will have no liability under this insurance. *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 of the policy.

## 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.
- If there is a change in *your* departure date or effective date as indicated on *your* confirmation of insurance, *you* must contact *your* broker or sales agent before *your* departure date. Evidence of *your* departure date will be required at the time of claim and failure to contact *your* broker or sales agent may result in *your* policy being void.
- **This policy contains clauses which may limit the amounts payable.**
- **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

1. This insurance must be:
  - a) issued in Canada for travel arrangements booked through a *supplier of travel services*; and
  - b) purchased prior to the *contracted* date of departure from *your* province, territory of residence or Canada.
2. *You* must meet the following conditions to be eligible for this insurance:
  - a) *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;
  - b) *you* must NOT be travelling against the advice of a *physician* or have been diagnosed with a *terminal illness* or *metastatic cancer*;
  - c) *you* must NOT have a kidney disease requiring dialysis;
  - d) *you* must NOT have been prescribed or used home oxygen during the 12 months prior to *your* date of application; and
  - e) *you* must be at least 15 *days* old.
3. *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.
4. 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.

## SECTION III - INSURANCE AGREEMENT

### A - THE CONTRACT

This Non-Medical Travel Insurance Policy, the Application and the confirmation of insurance 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 - PLANS OFFERED**

**1. Non-Medical Single Trip Plan**

- a) Provides coverage for a single trip outside *your* province or territory of residence or Canada.
- b) Coverage must be purchased for the entire duration of *your* trip.
- c) Coverage must be purchased prior to departure from *your* province or territory of residence or Canada.

**Effective Date for Trip Cancellation**

Coverage **begins** on the date *you* purchase this insurance to cover *your* trip, shown as *your* effective date on *your* confirmation of insurance.

**Effective Date for Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects**

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

- a) *your* departure date from *your* province or territory of residence; or
- b) *your* effective date as indicated on *your* confirmation of insurance.

**Termination of Insurance**

Coverage **terminates** on the earliest of the following:

- a) the date *you* return to *your* province or territory of residence; or
- b) the expiry date as indicated on *your* confirmation of insurance; or
- c) the date the Insured Risk occurs (if the *covered trip* is cancelled prior to the *contracted* date of departure).

**2. Non-Medical Multi-Trip Annual Plan**

- a) 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 option *you* selected at time of purchase.
- b) Trips must be separated by a return to *your* province or territory of residence.
- c) *You* are not required to provide advance notice of the departure and return date of each trip; however, *you* will be required to provide evidence of *your* departure date and return date when filing a claim (e.g., airline ticket or customs/immigration stamps).
- d) If *you* make a deposit or full payment for travel arrangements for a trip departing after the expiry date of *your* Non-Medical Multi-Trip Annual policy, a new Non-Medical Multi-Trip Annual Plan must be purchased before *your* policy expires for another year for that trip to be covered for Trip Cancellation benefits under *your* new policy. New policy terms and conditions will apply.
- e) If the value of *your* trip exceeds the amount offered under the Non-Medical Multi-Trip Annual Plan, a Non-Medical Single Trip Plan may be purchased to cover the additional value of *your* trip. **Note:** When purchasing the Non-Medical Single Trip Plan for the additional value of *your covered trip*, only the Trip 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 Non-Medical Single Trip Plan benefit summary.
- f) Top Up Coverage is available for additional number of *days* of travel (see D. Top Up to the Non-Medical Multi-Trip Annual Plan).

**Effective Date for Trip Cancellation**

Coverage for each trip **begins** on the later of the following:

- a) the date *you* purchase *your covered trip*; or
- b) *your* effective date as indicated on *your* confirmation of insurance.

**Effective Date for Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects**

Coverage for each trip **begins** on the later of the following:

- a) *your* departure date from *your* province or territory of residence; or
- b) *your* effective date as indicated on *your* confirmation of insurance.

**Termination of Insurance**

- a) Coverage under the policy for the Non-Medical Multi-Trip Annual Plan **terminates** on the *day* prior to the one-year anniversary of *your* effective date.
- b) Coverage for each trip **terminates** on the earliest of the following:
  - i. the date *you* reach the maximum *sum insured* per policy; or
  - ii. the date *you* reach the maximum number of consecutive *days* allowed under the trip duration *you* selected at the time of purchase; or
  - iii. the date *you* return to *your* province or territory of residence; or
  - iv. the expiry date of *your* policy for the Non-Medical Multi-Trip Annual Plan as indicated on *your* confirmation of insurance.

**This Policy provides the following insurance coverage:**

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

Benefits	Non-Medical Single Trip Plan	Non-Medical Multi-Trip Annual Plan
Baggage Delay	\$400 per <i>insured</i> (to a maximum of \$800 per policy)	\$400 per <i>insured</i> , per trip (to a maximum of \$800 per <i>insured</i> , per policy and \$1,600 per family, per policy)

**\*Note:** When purchasing Family Coverage for the Non-Medical Single Trip Plan, the *sum insured* for Trip Cancellation and Trip Interruption benefits applies per policy, for all *insured* family members combined.

### C - PERIOD OF COVERAGE

Plan	Age	Maximum Trip Duration
Non-Medical Single Trip Plan	All Ages (minimum age of 15 days)	Up to 182 <i>days</i> (or any number of <i>days</i> allowed in <i>your</i> province or territory of residence)*
Non-Medical Multi-Trip Annual Plan	0-79	4, 9, 16 or 30 consecutive <i>days</i>
	80+	4, 9 or 16 consecutive <i>days</i>

**\*Note:** Coverage beyond the Maximum Trip Duration (to a limit of one year) is permitted providing *you* have been granted an extension on *your* GHIP coverage. A policy cannot be issued for more than one year.

### D - TOP UP TO THE NON-MEDICAL MULTI-TRIP ANNUAL PLAN

When a planned trip extends beyond the maximum number of *days* allowed under the trip duration option of *your* Non-Medical Multi-Trip Annual Plan or if *your* policy for the Non-Medical Multi-Trip Annual Plan expires during *your* trip, *you* may purchase a Top Up for the additional number of *days* required for *your* trip. Each policy or term of coverage is considered a separate contract.

**Note:** When purchasing a Top Up to cover the number of *days* in excess of the maximum trip duration allowed, only the Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects benefits will apply for the additional number of *days*. The maximum *sum insured* for Trip Interruption, Accidental Death and Dismemberment and Baggage and Personal Effects will remain as outlined in the Non-Medical Multi-Trip Annual Plan summary.

#### When purchasing a Top Up:

- Your* additional coverage must be purchased for the entire number of remaining *days* of *your* trip and commence the *day* after expiry of *your* current coverage.
- The total trip duration outside *your* province or territory of residence, including the Top Up, cannot exceed the maximum number of *days* allowed under *your* GHIP coverage for which *you* are eligible.
- Your* additional coverage must be purchased prior to departure from *your* province or territory of residence.

**Note:** The cost of additional *days* of insurance will be calculated based on the total trip duration, the age of the eldest *insured* on the effective date of the Top Up, and the premium schedule in effect at the date *you* purchase this insurance.

### E - FAMILY COVERAGE

- Available for applicants up to age 59.
- Offers coverage for the *insured person*, as well as *your spouse* and *dependent children*.

c) In case of separation or divorce, all *insureds* remain covered until the expiry date.

d) Under a Non-Medical Multi-Trip Annual Plan, all *insureds* may travel independently of one another.

### F - PAYMENT OF PREMIUM

Coverage is conditional on the payment of *your* premium and does not take effect until *your* initial premium is paid. The premium must be paid on the date *you* purchase this insurance. 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.

### G - REFUNDS

The premium paid is non-refundable.

## SECTION IV - TRIP 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.

#### 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*.
- Death or *emergency hospitalization* of *your* host at trip destination.
- Complete cancellation of a cruise within 30 *days* of departure by the cruise line when the cruise ship is rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines (see paragraph B.5. under Benefits for Trip Cancellation). The cruise ship must weigh a minimum of 10,000 tons and *your* ticket must be issued and paid in full at the time of cancellation.
- The relocation of *your* principal residence or that of a *travel companion* by reason of an unforeseen transfer initiated by the employer with whom *you*, *your spouse*, a *travel companion* or a *travel companion's spouse* are employed at the time of purchase of this insurance or the booking of the trip. This insured risk does not apply to cases of self-employment or temporary contract work.
- Involuntary loss of permanent employment without just cause by *you*, *your spouse*, a *travel companion*, a *travel companion's spouse*, *your* parent or legal guardian (if *you* are under 16 years of age) provided that, at the time *you* purchased this insurance or booked the trip, the imminent loss was not public knowledge, nor were the aforementioned persons aware that such loss of permanent employment was imminent.  
This insured risk does not apply if employment began after this insurance was purchased or to cases of self employment, temporary contract work, temporary layoffs or if *you* were in the trial period for a new permanent employment.
- Your* principal residence or that of a *travel companion* is rendered uninhabitable or *your* place of business

or that of a *travel companion* is rendered inoperative. This insured risk does not cover losses caused by *your* intentional fault.

8. A new official travel notice issued by the Canadian Government after this insurance was purchased and after *you* booked *your* trip, warning Canadian residents not to travel to, or advising to leave, a specific region or country that is part of *your covered trip*.
9. A delay that causes *you* to miss or interrupt any part of *your covered trip* when, the private or rented *vehicle* which *you* are driving or in which *you* are a passenger, or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an accident, provided that the *vehicle* or the *common carrier* was scheduled to arrive at the *contracted* departure or return point at least two hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the *contracted* time of departure or return.
10. *You* or a *travel companion* are the victim of a hijacking or a direct, violent attack during the *covered trip*.

#### **B - BENEFITS FOR TRIP CANCELLATION**

**You must report the cancellation of *your covered trip* immediately. See Section IV – G. How to Report a Trip Cancellation or Interruption for instructions.**

**When the insured risk occurs before departure, this Policy provides for payment of one of the following amounts specified below, up to the maximum described in B. Plans Offered:**

1. The portion of unused travel arrangements booked through a *supplier of travel services*, which are non-refundable and non-transferable to another date that *you* have paid for prior to *your* departure. This benefit applies to insured risks 1 to 9; or
2. the penalty fee charged for the reinstatement of the unused travel points. This benefit applies to insured risks 1 to 9; or
3. upgrade expenses for the extra cost of the next occupancy charge when any of the insured risks 1 to 9 prevents a *travel companion* from departing on the *covered trip* and *you* elect to continue with the *covered trip*; or
4. reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route if *you* miss the *contracted* departure due to the occurrence of insured risk 1, 2, 7 or 9; or
5. a maximum of \$1,200 per *insured*, per *covered trip* for prepaid accommodation and non-refundable prepaid airfare, not forming part of a fly-cruise package, booked and scheduled so that *you* may join the cruise ship that is part of *your covered trip* at its original point of embarkation, when the cruise departure is cancelled by the cruise line because the cruise ship (minimum weight 10,000 tons) has been rendered inoperative as a result of a collision at sea, an onboard fire or the complete breakdown of the ship's engines.

#### **C - BENEFITS FOR TRIP INTERRUPTION**

**You must report the interruption of *your covered trip* immediately. See Section IV – G. How to Report a Trip Cancellation or Interruption for instructions.**

**When the insured risk occurs after departure, this Policy provides for payment of the following amounts specified below, up to the maximum described in B. Plans Offered:**

1. If *you* must return earlier or later than the *contracted* date of return due to the occurrence of insured risk 1, 2, 3, 7, 8, 9 or 10:
  - a) up to the cost of a one-way economy airfare to the *contracted* point of departure or the fee charged by the airline to change *your contracted* date of return as shown on *your* current and usable ticket, whichever is less; and
  - b) the unused portion of *your* travel arrangements booked through a *supplier of travel services*, purchased before *your* departure date, that are non-refundable and non-transferable to another travel date. This does not include reimbursement for prepaid unused transportation home.

**Note: This benefit does not reimburse the unused portion of any travel ticket.**
2. If *you* miss part of the *covered trip* due to the occurrence of insured risk 1, 2, 3, 8, 9 or 10:
  - a) reasonable and additional transportation costs for *you* to rejoin the tour or group by the most direct route; and
  - b) the unused portion of *your* travel arrangements booked through a *supplier of travel services*, purchased before *your* departure date, that are non-refundable and non-transferable to another travel date. This does not include reimbursement for prepaid unused transportation to *your* next destination point.

**When an applicable insured risk occurs, the *insured* is eligible for interruption benefits 1 or 2 above.**

3. When an insured risk occurs, *you* will also be reimbursed for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$1,500 per *insured*, per *covered trip* (subject to a limit of \$150 per day) provided:
  - a) *you* miss part of a *covered trip*; or
  - b) *your* or an *insured travel companion's* return to the *contracted* point of departure is delayed beyond the *contracted* date of return; or
  - c) *you* must return earlier than the *contracted* date of return.To file a claim for such expenses, *you* must supply original receipts from commercial organizations.
4. In the event of *your* death, up to a maximum benefit of \$5,000 per *insured* will be reimbursed towards the actual cost incurred for preparation of remains, homeward transportation of the deceased *insured* to their province or territory of residence; or cremation and/or burial at the place of death of the *insured*. The cost of the casket or urn is not covered by this benefit.

#### **D - BENEFITS FOR FLIGHT ITINERARY SCHEDULE CHANGE**

1. **Insured Risks:** If an unexpected and unplanned change in the schedule (not a flight delay) of *your* confirmed, prepaid and ticketed flight reservations is announced, *you* will be reimbursed any additional expenses incurred for *your* re-scheduled flight(s) arising under the following conditions:
  - a) when a change by any of the *non-aligned air carriers* providing a portion of the air transportation for *your covered trip* requires *you* to re-schedule a flight to complete *your covered trip*; or

- b) when *your* original flight itinerary, not forming part of a fly-cruise package, is changed more than 72 hours prior to departure, and *you* incur additional expenses for new flight arrangements to join *your* cruise embarkation at the point of cruise departure.

This coverage applies to any flight that is part of *your covered trip*, from *your contracted* date and point of departure up to and including *your contracted* date of return to *your* original point of departure, subject to one *Flight Itinerary Schedule Change* per connecting point in the *covered trip*, to a maximum of \$1,200 per *insured*, per *covered trip*.

2. **Benefits:** The Insurer will reimburse to *you*, for re-scheduled flights forming part of the *covered trip*, the lesser of the difference in cost (including usual and customary agency service fees, if normally applicable for similar reservation services) between *your* refundable and/or unusable ticket(s) and the cost of:
- a) the change fee for *your* new ticket, charged to *you* by the agency and/or air carrier(s) involved to bring *you* to the next connecting point or the point of initial cruise embarkation as shown on *your* original ticket itinerary; or
  - b) a one-way economy ticket by the most cost-effective route, charged to *you* by the agency and/or air carrier(s) involved to bring *you* to the next connecting point or to the point of initial cruise embarkation on *your* original ticket itinerary.

#### E - LIMITATIONS AND RESTRICTIONS

1. **Coverage Limited to Non-refundable Sums:** Failure to notify *Global Excel* may limit benefits payable to *you*. Only the sums that are non-refundable and non-transferable to another date on the *day* the insured risk occurs shall be considered for the purpose of the claim.
2. **Penalties Applicable to *your* Trip:** Prior to paying the deposit or the full amount of *your covered trip*, *you* must have in *your* possession, printed and documented evidence that clearly outlines the details of all the penalties that are applicable to the cancellation and/or interruption of *your covered trip*.
3. **Flight Itinerary Schedule Change:**
  - a) At the time of booking, *you* and/or *your supplier of travel services* must be completely unaware of any pending announcement regarding a *Flight Itinerary Schedule Change* that is applicable to *your covered trip*.
  - b) *You* must make new flight arrangements within five business *days* of the *Flight Itinerary Schedule Change* announcement made to *you* or *your supplier of travel services* by the air carrier(s) involved to bring *you* to the next connecting point or to the point of initial cruise embarkation on *your* original ticket itinerary.
  - c) This coverage is applicable only to the schedules of air carriers that, on the date of booking the *covered trip*, are duly authorized by appropriate and governing air transportation authorities.
  - d) Local and standard minimum airline connecting time rules and procedures, as well as printed instructions for re-confirmation for the *covered trip*, must be respected and adhered to.

#### F - EXCLUSIONS FOR TRIP CANCELLATION AND INTERRUPTION

Please refer to Section VII - Exclusions.

#### G - HOW TO REPORT A TRIP CANCELLATION OR INTERRUPTION

1. *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.
2. The *physician* recommending cancellation, interruption or delay of the *covered trip* must be *your* personal *physician* or a *physician* actively and personally attending to *your* care.
3. *You* must call the *Global Excel* Cancellation Desk and *your supplier of travel services* on the *day* the insured risk occurs or on the next business *day* to advise them of *your* cancellation or interruption. Failure to do so may limit the benefits payable to *you*. Only the non-refundable prepaid amounts that apply on the *day* the insured risk occurs shall be considered for the purpose of *your* claim.
4. When *you* contact the *Global Excel* Cancellation Desk by telephone, be prepared to provide the following information:
  - a) *your* name;
  - b) *your* policy number;
  - c) the insurance plan *you* purchased;
  - d) *your contracted* dates of travel for the *covered trip*;
  - e) the reason why *you* are cancelling or interrupting *your covered trip*;
  - f) the telephone, fax number and/or email address where *you* can be contacted immediately.
5. Once *you* have reported the cancellation or interruption of *your covered trip* (as described in 3 and 4 above), *you* must submit the documents listed below to *Global Excel* at the address indicated below. Please make sure *you* complete the following steps.

#### **You must submit the following documents:**

- a) A claim form (available by contacting *Global Excel*) fully completed and signed by *you* as well as *your* regular attending *physician* or the *physician* actively attending to *your* care who is recommending that *you* do not travel on the dates of *your covered trip*.
- b) Original invoice receipts for transportation, meals and accommodation and transfer vouchers.
- c) Original airline tickets. If any part of the airline ticket is refundable (taxes or penalty) please proceed first with the refund and send us a copy of the airline ticket and proof of refund.
- d) Original receipts as proof of payment for *your covered trip* showing date(s), amount(s) paid, *supplier of travel services* fees and penalties and the method of payment for *your* insurance. This is required for all the deposits and final payments *you* made to *your supplier of travel services*.

#### **For Trip Cancellation**

6. For a claim under insured risk 1, 2 or 3 due to death or *hospitalization*, a claim form (available by contacting *Global Excel*), a death certificate, *hospital* records and an explanation of *your* relationship to the person in question and why this event caused *you* to cancel *your covered trip*.

7. For a claim under insured risks 4 to 9, proof of the insured risk's occurrence, as follows:
  - a) for insured risk 4, the applicable letters from the cruise line;
  - b) for insured risk 5 or 6, a letter from the employer confirming the relocation or termination of employment;
  - c) for insured risk 7, the applicable reports from the proper authorities;
  - d) for insured risk 8, a proof of the official travel warning;
  - e) for insured risk 9, the original airline ticket(s) and/or an original cancellation invoice, the transfer vouchers, a police report detailing such circumstances, or in the case of a mechanical failure, an applicable letter from the rental agency confirming such failure or a commercial invoice detailing the necessary repairs to the *vehicle*.

#### For Trip Interruption

8. For a claim under insured risks 1, 2, 3, 7, 8, 9 or 10:
  - a) The original: airline tickets, transfer vouchers, accommodation and other travel documents prepaid for *your covered trip*.
  - b) An explanation of the events that caused *you* to interrupt *your covered trip* under the insured risk.
  - c) Complete details and dates of the event and an explanation of *your* relationship to the person in question where a person other than *yourself* is involved.
  - d) For out-of-pocket expenses: original receipts for the covered expenses incurred and an explanation of the expenses.
  - e) For *hospitalization*, death or repatriation: a copy of the *hospital* records, death certificate, receipts from airlines, funeral homes and other expenses covered under the insured risk.
9. *Global Excel* may ask *you* or *your* attending *physician* to provide additional evidence to support *your* claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending *physician(s)* or any *hospital(s)* for the purpose of determining the validity of a claim. In this event, *you* will be responsible for any fees required to substantiate *your* claim. *You* may also be required to undergo examination by one or more of our *physicians*. In this event, *Global Excel* will cover any associated costs.
10. For a claim under *Flight Itinerary Schedule Change* - *You* must provide proof of refund for the original tickets (a copy of the ticket refund notice or ticket exchange notice) or a letter from the agency if ticket(s) have not yet been issued or were sent for refund to the bank settlement plan, tour operator or wholesaler.

#### Please send all documents for *your* claim to:

Global Excel Management Inc.

73 Queen Street Sherbrooke, Quebec J1M 0C9

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

## SECTION V - ACCIDENTAL DEATH AND DISMEMBERMENT

### A. COVERAGE OFFERED

1. **Flight Accident:** Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are:
  - a) travelling as a passenger, not as pilot or crew member, aboard an *aircraft*, up to a *sum insured* of **\$150,000**; or
  - b) travelling as a passenger, not as pilot or crew member, aboard an *aircraft* operated by the Canadian Armed Forces or its British or American counterparts, up to a *sum insured* of **\$150,000**.
2. **Common Carrier Accident:** Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are:
  - a) on airport premises immediately prior to boarding or after alighting from an *aircraft*, up to a *sum insured* of **\$75,000**; or
  - b) travelling as a passenger in an airport limousine, bus or other ground *vehicle* provided or arranged for by the airline or airport authority for the purpose of boarding or alighting from an *aircraft*, up to a *sum insured* of **\$75,000**; or
  - c) travelling to or from the airport in connection with a flight that is part of *your covered trip* as a fare-paying passenger (not as pilot, driver or crew member) aboard a *common carrier* which is involved in an *accident*, up to a *sum insured* of **\$75,000**.
3. **24-Hour Accident:** Death or dismemberment as a result of *injury* sustained during the *covered trip* while *you* are in any situation other than those listed in *Flight Accident* and *Common Carrier Accident* above (and not otherwise excluded from coverage under this policy), up to a *sum insured* of **\$25,000**.
4. **Exposure and Disappearance due to Accident:**
  - a) 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.
  - b) 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:

1. 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*.
2. 50% of the *sum insured* for dismemberment of one limb or loss of sight in one eye.

**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

1. **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.
2. **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*.
3. **Excess Coverage:** If the total amount of all *accident* insurance coverage that *you* have 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.

### D - 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.

## 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 *insured*, per *covered trip*, subject to the maximums described in Section III - Insurance Agreement, B. Plans Offered. 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.

1. **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.
2. **Document Replacement:** Reimbursement of the cost of replacing one or more of the following documents, to a maximum of **\$200** per *insured*, per *covered trip* in the event of loss or theft: passport, driver's licence, birth certificate or *travel visa*.
3. **Baggage Delay:** Up to **\$400** per *insured*, per *covered trip* 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

1. **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.
2. *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.
3. To file a claim, *you* must:
  - a) take all reasonable steps to protect, save and/or recover the property;
  - b) notify *Global Excel* of the loss within 24 hours;
  - c) 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
  - d) 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:**

4. *You* must submit the completed claim form (available by contacting *Global Excel*).
5. A copy of the insurance policy with the policy/confirmation number (if applicable) identified prominently.
6. **For loss:**
  - a) 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;
  - b) 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);
  - c) a Property Irregularity Report when luggage is lost or damaged while in the custody of the airline or *common carrier*;
  - d) adequate proof of home insurance coverage and/or amount of deductible (if applicable).
7. **For Baggage Delay:**
  - a) original itemized receipts for expenses actually incurred;
  - b) a copy of the baggage claim ticket;
  - c) a copy of *your* airline ticket;
  - d) a copy of the airline report confirming the delay of *your* checked baggage including the reason and the duration of the delay;
  - e) 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  
 TELEPHONE: 1-800-715-8833 (toll free) **OR**  
 +819-566-8839 (collect) during business hours (ET).

**SECTION VII - EXCLUSIONS**

Coverage	Applicable Exclusions
Trip Cancellation and Interruption	1 to 22
Accidental Death and Dismemberment	6 to 11, 21 to 24
Baggage and Personal Effects	6 to 9, 25 to 32

In exclusions 1, 2 and 4:

- **Your date of purchase** applies to Trip Cancellation benefits and refers to:
  - the date of initial deposit for *your covered trip*; or
  - the effective date shown on *your* confirmation of insurance if *you* made *your* initial deposit for *your covered trip* prior to purchasing this insurance.
- **Your departure date** applies to Trip Interruption benefits.

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

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

This exclusion applies to *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a business partner, key employee, *caregiver*, close friend or *your* host at trip destination.
2. Any *injury, sickness* or medical condition which, prior to **your date of purchase** or **your departure date**:
  - a) was such as to render medical consultation or *hospitalization* expected;
  - b) which has been shown, by prior medical history, as probable or certain to occur.
3. Any reason, circumstance, event, activity, or medical condition affecting *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, a *caregiver*, business associate, close friend, or *your* host at trip destination, which on the day *you* booked *your* trip, made any additional payments on *your* travel arrangements, or purchased this insurance, *you* were aware may eventually prevent *you* from starting and/or completing *your covered trip* as booked.
4. *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 **your date of purchase** or **your departure date**:

- a) 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.); or
  - b) 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.
5. Any cause or event which might reasonably have been expected to necessitate the immediate return of the *insured*.
  6. Expenses for which no charge would normally be made in the absence of insurance.
  7. Committing or attempting to commit an illegal act or criminal act.
  8. *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.
  9. Labour disruptions or strikes (legal or illegal).
  10. Medication, drugs or toxic substance abuse or overdose; 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.
  11. Suicide (including any attempt thereof) or self-inflicted *injury*.
  12. 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.
  13. A trip taken for the purpose of seeking treatment, consultation or investigation for a medical condition for which, before *your* departure date, *you* knew or it was reasonable to expect *you* would need to seek treatment, consultation or investigation for that medical condition.
  14. 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.
  15. Routine pre-natal care.
  16. 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.
  17. Any child born during *your* trip.
  18. Pregnancy, childbirth or complications of either, occurring in the 9 weeks before or after the expected date of delivery.
  19. A return earlier or later than the *contracted* date of return, unless recommended by the attending *physician*.
  20. 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.
  21. 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.

22. Flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
23. Participation:
  - a) as a professional athlete in a sporting event including training or practice. (Professional means a person who engages in an activity as one's main paid occupation);
  - b) in any motorized race or motorized speed contest;
  - c) in scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing using ropes and/or specialized equipment, rodeo, heli-skiing, any downhill skiing or snowboarding outside marked trails or any cycling racing event or ski racing event.
24. *Injury* sustained while making a parachute jump for any purpose other than to save *your* life.
25. Property illegally acquired, kept, stored or transported.
26. 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.
27. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
28. Loss or damage caused by any imprudent action or omission by the *insured*.
29. Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
30. Belongings insured under another insurance policy.
31. Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
32. 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.

## SECTION VIII - GENERAL PROVISIONS

1. **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.

2. **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 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.
3. **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* under this contract of insurance.
4. **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*.
5. **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 (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.
6. **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 ("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 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.

7. **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](http://www.rsatravelinsurance.com).

## SECTION IX - STATUTORY CONDITIONS

1. **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.
2. **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.
3. **Copy of Application:** The insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.
4. **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 the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim:**
  - 1) The *insured* or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall
    - a) give written notice of claim to the insurer:
      - i. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
      - ii. by delivery of the notice 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* or *sickness*;
    - b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the insurer such proof as is reasonably possible in the circumstances of
      - i. the happening of the *accident* or the commencement of the *sickness*,
      - ii. the loss caused by the *accident* or *sickness*,
      - iii. the right of the claimant to receive payment,
      - iv. the claimant’s age, and
      - v. if relevant, the beneficiary’s age, and
    - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim is made under the contract and, in the case of *sickness*, its duration.
6. **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* or *sickness* giving rise to the claim and of the extent of the loss.
7. **Rights of Examination:** As a condition precedent to recovery of insurance money under this contract,
  - a) the claimant must give 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
  - b) 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.
8. **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.
9. **Limitation of Actions:** An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.

In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

## 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 dependent child(ren)* on a permanent, full-time basis and whose services cannot reasonably be replaced.

**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* through a *supplier of travel services* 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* non-transferable travel arrangements, when *you* have selected and paid for the Non-Medical Multi-Trip Annual Plan or the Non-Medical Single Trip Plan at the time of application.

**Day** means 24 consecutive hours.

**Dependent Child(ren)** means an unmarried child (at least 15 days old) of the *insured person* or his or her *spouse* who is, at the effective date, dependent on the *insured person* or his or her *spouse* for support and:

- a) is under 21 years of age; or
- b) is a full time student who is under 26 years of age; or
- c) has a permanent physical impairment or a permanent mental disability.

**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:

- a) 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*;
- b) 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

- c) 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 Person** means the person who is named as the insured person on the confirmation of insurance for which the appropriate premium has been paid.

**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:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting *your* condition or quality of medical care;
- d) 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 or her 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 or she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his or her 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 the *insured person* is legally married or with whom the *insured person* has 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:

- a) there has been no new diagnosis, treatment or prescribed medication;
- b) 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);
- c) there has been no new symptoms, more frequent symptoms or more severe symptoms;
- d) there have been no test results showing deterioration;
- e) 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*.

**You, Your, Yourself and Insured** means the *insured person* and, when the appropriate premium has been paid for family coverage as indicated on the confirmation of insurance, his or her eligible *spouse* and/or *dependent children*.

## SECTION XI - IDENTIFICATION OF INSURER

This Non-Medical Travel Insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

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