

# CRAIG TRAVEL

## ALL-INCLUSIVE INSURANCE PLAN

UPDATED JUNE 2016

Allianz Global Assistance (AGA) administers this policy. Allianz Global Assistance is the registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

Underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies.

Distributed by Craig Travel. Craig Travel is a registered business name of Craig Canadian Group Travel Limited.

This policy must be accompanied by a Confirmation of Coverage to complete the contract.

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

### IMPORTANT NOTICE

**Please read your policy carefully before you travel.**

#### What am I covered for?

To find out what *your* coverage is, please read the section titled Benefits. Travel insurance is intended to cover losses arising from sudden, unexpected, and unforeseeable circumstances.

#### What is not covered?

Travel insurance does not cover everything. *Your* insurance has exclusions, conditions and limitations. *You* should carefully read and understand *your* policy before *you* travel. *Pre-existing medical conditions* may be excluded. Any *medical condition* and/or symptoms you are aware of prior to the *effective date*, whether diagnosed or not, may not be covered.

#### Does this insurance cover my *tour* arrangements?

*Your tour* arrangements are covered under Trip Cancellation and Interruption coverage. Details of your coverage will be as shown in *your* confirmation of coverage. Check with Craig Travel at the time *you* book *your tour*, to understand the amounts that are non-refundable. The benefits payable under this policy are limited to the amounts that are non-refundable, as assessed by Craig Travel, at the occurrence date of the Insured Risk that was the cause for interruption. It is important to read this carefully and to notify Craig Travel on the day (or the next business day) that the cause of cancellation or interruption occurs.

#### What if I have an emergency?

You must notify AGA Emergency Assistance (toll free **1-800-995-1662** or worldwide collect **416-340-0049**) within **24 hours** of admission to a *hospital* and before any surgery is performed.

#### Reduction

If you fail to do so without reasonable cause, then AGA will reduce the benefits payable to you under this policy by 20%.

#### How do I make a claim?

To apply for benefits, complete the claim form and include all original bills. Incomplete forms will cause delay; refer to Claims Procedures also explained on page 9 of this policy.

#### Travel Assistance

AGA will use its best efforts to provide assistance for a medical *emergency* arising anywhere in the world. However, AGA, the *insurer*, and their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for failure to obtain medical service.

#### Extended Absence from Canada

Each provincial and territorial government health insurance plan has limitations on how long *you* can be out of the country and still remain eligible for coverage. Check *your* health plan for details.

#### To help you better understand *your* policy

Key terms in this policy are printed in italics and are defined in the Definitions section starting on page 7.

### RIGHT TO EXAMINE POLICY

Please review this policy before *you* travel to ensure it meets *your* needs.

### REFUNDS BEFORE THE EFFECTIVE DATE

*You* have **10** days after purchase to return this policy for a full refund. Please refer to the sections of the policy that explain when coverage begins.

### REFUNDS AFTER THE EFFECTIVE DATE

For refunds after coverage has begun, refer to Premium Refunds on page 10.

### COVERAGE SUMMARY

Trip Cancellation . . . . .	up to sum insured
Trip Interruption . . . . .	\$20,000
Emergency Hospital and Medical Insurance for Canadians . . . . .	up to \$5 million
Accidental Death & Dismemberment . . . . .	up to \$25,000
Flight Accident . . . . .	up to \$50,000
Baggage . . . . .	up to \$1,500

### INSURABILITY

Coverage is **NOT AVAILABLE** to any individual who:

- has been diagnosed with a *terminal* illness;
- has been diagnosed with or has had an episode of congestive heart failure;
- has Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV);
- has Alzheimer's Disease or any other type of dementia;
- has received any type of *treatment* for pancreatic cancer, liver cancer or any type of cancer that has metastasized;
- has been prescribed or used home oxygen *treatment* in the last **12** months;
- has had a major organ transplant (heart, kidney, liver, lung); or
- has received kidney dialysis *treatment* in the last **12** months.

### ELIGIBILITY

**To be eligible for coverage *you* must:**

- be at least **15** days old and less than **86** years old;
- be travelling on a Craig Travel *tour* to, from, or within Canada;
- be a *Canadian resident*;
- be insured for benefits under a Canadian government health insurance plan (GHIP) during the entire *period of coverage*;

### Limits on Coverage:

(benefits under this policy are limited to a maximum of \$25,000 if you do not have valid GHIP at the time any claim is incurred);

- e) be in good health and know of no reason to seek *medical consultation* during the *period of coverage*;
- f) not reside in a nursing home, and receive nursing care;
- g) not reside in a convalescent hospital or rehabilitation centre;
- h) not require assistance with *activities of daily living*;
- i) purchase this coverage prior to leaving for the *trip*;
- j) if purchasing this coverage at the time of, or after the initial trip payment, or after cancellation penalties are applicable, an insured must be in good health and know of no reason to:
  - i. seek medical attention; and
  - ii. cancel the trip; and
  - iii. make any claim.

### EFFECTIVE DATE

Coverage starts on the **latest** of the date and time:

- a) i. the completed application and premium are accepted by AGA or its representative; and
  - ii. indicated as the *application date* (for Trip Cancellation); or
- b) indicated as the *effective date* in your confirmation of coverage; or
- c) you exit your province or territory of residence.

### EXPIRY DATE

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

- a) the date and time you return to your province or territory of residence; or
- b) the date indicated as the *expiry date* in your confirmation of coverage;
- c) **For Trip Cancellation & Interruption only:** the date of occurrence of the Insured Risk which results in the cancellation of your *tour* prior to the scheduled departure date or the interruption of your *tour* after the scheduled departure date;
- d) **For Accidental Death & Dismemberment only:** 365 days after the *effective date* for this policy.

### AGGREGATE LIMITS

The total *aggregate limit* for *accidental injury* resulting from a risk insured under the Accidental Death & Dismemberment benefit is \$10 million.

The total *aggregate limit* for *accidental injury* resulting from a risk insured under the Flight Accident benefit is \$10 million.

The total *aggregate limit* for all losses under all other plans is \$10 million, unless otherwise specified in any Description of coverage or Benefits section.

## TRIP CANCELLATION & INTERRUPTION

### DESCRIPTION OF COVERAGE

The *insurer* agrees to pay up to the sum insured indicated on the confirmation of coverage, for losses resulting from an 'Insured Risk' occurring during the *period of coverage*. Coverage is provided worldwide for *tours* to, from or within Canada. Benefits are limited to the non-refundable amounts assessed by Craig Travel as of the date of occurrence of the Insured Risk, injury or diagnosis of a sickness that was the cause of the cancellation, regardless of the date the *trip* is cancelled. Benefits payable as a result of the *default* of Craig Travel or a *travel supplier* are limited to \$3,500 per *insured person* as defined in *Insured Risks*.

Benefits are payable for the following costs (**except** for the portion of the travel arrangement that was paid by any type of travel reward received from third parties):

- a) **Prior to Departure**
  - i. The non-refundable, non-recoverable portion of prepaid airfare and/or pre-paid travel arrangements.
  - ii. The single supplement charged as the result of a *travelling companion* or accompanying *family member* who is unable to travel due to an Insured Risk.
  - iii. Up to \$1,000 for prepaid accommodations and airfare which are non-refundable if a cruise is cancelled due to the collision of the cruise ship, fire on board the cruise ship or the mechanical breakdown of the cruise ship.
- b) **After Departure**
  - i. The extra cost of economy transportation by the most direct route to continue with the insured *tour* if you miss a portion of your *tour* due to your *sickness* or *injury*, or the *sickness* or *injury* of, a *travelling companion* or accompanying *family member*.
  - ii. The non-refundable portion of unused, pre-paid, insured travel arrangements for the *tour* (excluding partially used airline tickets) purchased prior to departure, and the extra cost of economy airfare by the most direct route, to return to the point of departure.

- b) **Prior To or After Departure**

In the event that a delay of the connecting carrier or automobile at the departure point causes a missed connection, provided the connecting carrier or automobile was scheduled to arrive not less than two hours prior to the scheduled connection time due to:

- i. weather conditions or mechanical failure of the connecting carrier (airline, bus, train or government-operated ferry system); or
- ii. traffic accident or emergency police road closure (police report required) causes the delay of a private or commercial automobile;

the *insurer* agrees to pay:

- i. up to \$1,500 for the extra cost of economy transportation to the ticketed destination or to return to the departure point; and
- ii. an out-of-pocket allowance of up to \$200 per day to a maximum of \$600 for commercial accommodation and meals, essential telephone calls and taxi fares.

### Meals and Accommodation

In the event that your *tour* is interrupted or delayed beyond the *expiry date* shown in the confirmation of coverage, as a result of your *sickness* or *injury*, or the *sickness* or *injury* of a *travelling companion*, or an accompanying *family member*, additional commercial accommodation and meals, essential telephone calls and taxi fares will be reimbursed up to \$300 per day to a maximum of \$1,000.

### Upgrade Cost

If your *travelling companion's* *tour* is cancelled for any of the Insured Risks listed below, you will be reimbursed up to the next occupancy charge for the cost incurred to adjust your prepaid shared accommodation.

## INSURED RISKS

The Benefits listed above are payable if your *tour* is cancelled prior to the scheduled departure date, curtailed prior to the scheduled return date, or delayed after the scheduled return date as the result of:

### Health

- 1. *Sickness, injury* or death of:
  - a) you;
  - b) a *family member*;
  - c) a *travelling companion*;

- d) a *travelling companion's family member*; or
  - e) a *key employee*.
2. The death of *your friend*.
  3. *Sickness, injury* or death of a person or persons with whom arrangements were made for the care of dependents living in *your household*.

#### Legal

4. *You* have been called to jury duty, or been subpoenaed as a witness, and the court proceeding is scheduled to be heard during the period of the *tour* (excluding law enforcement officers).
5. The legal adoption of a child by *you* during the period of the *tour*, which necessitates cancellation of the *tour*.

#### External

6. The schedule change of the airline carrier that is providing transportation for a portion of the insured *tour*, causing *you* to miss a connection or resulting in the interruption of the insured travel arrangements.
7. *Your* failure to obtain a valid travel visa (excluding an immigration, student or employment visa) necessary to enter the country of destination of the *tour*, for reasons beyond *your* control provided *you* are a *Canadian resident* and eligible to apply, and the failure to obtain valid documents is not the result of a late or previously denied application.
8. *Default* of Craig Travel or a *travel supplier* ceasing operations as a result of bankruptcy.
9. A disaster which renders *your* principal residence, in *your* province, territory or country of permanent residence, uninhabitable.
10. A natural disaster which does not permit *you* to occupy *your* permanent residence or, if *you* are self-employed, does not permit the operation of *your* primary business.
11. A written warning issued by Global Affairs Canada after the *application date*, advising or recommending that Canadians avoid travel to the booked destination for a period that would include *your* scheduled *tour*.
12. *Your* hijacking or quarantine.
13. Adverse weather, volcanic eruptions, or a natural disaster which would prevent *you* from travelling for a period not less than 30% of the total duration of the insured *tour* when *you* chooses not to continue with the *tour* prior to departure from the point of origin.
14. Rescheduling of an examination at an accredited Canadian or American university or college after the *tour* was booked and due to circumstances beyond the *insured's* control. A copy of the original official examination schedule and the notice of rescheduling must accompany any claim submission. The rescheduled examination must occur during the *period of coverage*.

#### Work

15. A job transfer within 30 days of the *insured's* scheduled departure date, by the *insured's* employer, that requires relocation of the *insured's* principal residence (not applicable to self-employed persons).

#### SPECIFIC CONDITIONS

1. Upon the occurrence of an Insured Risk that results in curtailment or delay of *your tour*, Craig Travel must be notified on the same day or next business day that the cause of curtailment, *injury* or diagnosis of *sickness* occurs.
2. Benefits are limited to the non-refundable amounts assessed by Craig Travel as of the date of occurrence of the Insured Risk, *injury* or diagnosis of a *sickness*.
3. When *family members* are travelling together, the total *aggregate limit* is 12 *insured persons*, regardless of the number of policies issued, unless authorized by AGA.

4. When *travelling companions* are travelling together, the total *aggregate limit* is 5 *insured persons*, regardless of the number of policies issued, unless authorized by AGA.
5. No benefits are payable when *your* return to the point of origin is more than 10 days after the *expiry date* specified in the confirmation of coverage, unless *you* or *your travelling companion* suffering the *sickness* or *injury* were confined in a *hospital*, or were certified as medically unfit to travel by the attending *physician* at the location *treatment* was provided.
6. Reimbursement of any eligible additional costs are limited to the lesser of:
  - a) the change fee;
  - b) a one-way economy class airfare; or
  - c) return economy class airfare; all by the most direct route.
7. All claims due to *sickness* or *injury* must be supported by documentation from the attending *physician* at the location where *sickness* or *injury* leading to cancellation, interruption or delay occurred.
8. General Provisions of this policy apply. Refer to page 9.

#### LIMITATIONS & EXCLUSIONS

Benefits are not payable for costs incurred due to:

**CANX1 If the Trip Cancellation sum insured purchased is \$15,000 or less:**  
Any *pre-existing medical condition* of *you*, a *family member*, a *travelling companion* or *travelling companion's family member*, or a *key employee*, that was not *stable* within the 90 days immediately preceding the *application date*.

**If the Trip Cancellation sum insured purchased is more than \$15,000:**  
Any *pre-existing medical condition* of *you*, a *family member*, a *travelling companion* or *travelling companion's family member*, or a *key employee*, that was not *stable* within the 180 days immediately preceding the *application date*.

**CANX2** Losses while sane or insane due to:

- emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- suicide, attempted suicide; or
- intentionally self-inflicted injury.

This applies to *you*, a *family member*, a *travelling companion* or *travelling companion's family member*, or a *key employee*

**CANX3** *Act of war*; kidnapping; *act of terrorism* including those caused directly or indirectly by *nuclear, chemical* or *biological* means; riot, strike or civil commotion; unlawful visit in any country.

**CANX4** The participation by *you*, a *family member* or *travelling companion* in:

- protests;
- armed forces activities;
- a commercial sexual transaction;
- the commission or attempted commission of any criminal offence; or
- the contravention of any statutory law or regulation in the area where the loss occurred.

**CANX5** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- the use of alcohol, prohibited drugs, or any other intoxicant;
- the non-compliance with a prescribed *treatment* or medical therapy; or
- the misuse of medication.

This applies to *you*, a *family member*, a *travelling companion* or *travelling companion's family member*, or a *key employee*.

**CANX6** Any *sickness, injury* or medical condition for which a diagnosis need not have been made, where the *tour* is undertaken for the purpose of securing medical treatment or advice.

**CANX7** Any medical consultation that is non-emergency or any procedure or treatment that is elective or the consequence of a prior elective procedure.

**CANX8** Travelling against the advice of a physician or any loss resulting from a sickness or medical condition that was diagnosed by a physician as terminal prior to the effective date of this policy.

**CANX9** Injury resulting from training for or participating in:

- speed contests usually and customarily in excess of 60 km per hour;
- motor sport contests;
- stunt activities, exhibitions or demonstrations of any kind;
- professional sport activities; or
- high-risk activities.

**CANX10** Loss incurred as a result of pregnancy, including high-risk pregnancy, which are routine or elective and which occur within the first 32 weeks of pregnancy.

**CANX11** Loss incurred as a result of pregnancy, or childbirth, or complications thereof occurring after the 32nd week of pregnancy.

**CANX12** A tour undertaken for the purpose of visiting or attending to an ailing person whose medical condition or ensuing death is the cause of cancellation or curtailment of the insured tour or delays your return home.

**CANX13** Loss for any event prior to departure, which might reasonably have been expected to necessitate your immediate return or delay your return.

**CANX14** Loss for any event which, on the application date, could reasonably have been expected to prevent you from travelling as booked.

**CANX15** Losses recovered or which are recoverable from any other source, including trustees or any government or industry compensation fund.

**CANX16** Loss arising as a consequence of the bankruptcy or insolvency of a retail travel agent, agency or broker, whether or not you are otherwise entitled to the benefit of this insurance.

**CANX17** Losses arising as a result of a default of Craig Travel or the travel supplier if, at the time of booking and/or application, Craig Travel or the travel supplier is bankrupt, insolvent, in receivership, or has sought protection from creditors under any bankruptcy or related legislation.

**CANX18** Losses arising as a result of default of an American travel supplier if the services to be provided by the American travel supplier are not part of a package tour sold to you by an appointed representative of AGA.

**CANX19** Losses arising from default of a travel supplier for travel services you purchased directly from the travel supplier, or from other than an appointed representative of AGA.

**CANX20** Any amounts assessed by Craig Travel that are non-refundable after the date of the occurrence of an Insured Risk, injury or diagnosis of a sickness that was the cause of the cancellation, regardless of the date the tour was cancelled.

**CANX21** Any nuclear occurrence, however caused.

## EMERGENCY HOSPITAL & MEDICAL INSURANCE FOR CANADIANS

### DESCRIPTION OF COVERAGE

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations and exclusions of this policy, if you incur eligible expenses for emergency hospital and medical care or services during the period of coverage as the result of a medical condition occurring during the period of coverage, the insurer will pay for the reasonable and customary costs for eligible expenses, up to a maximum aggregate of \$5,000,000 in excess of any amount allowed and/or paid for by any other insurance plan(s).

### Limits on Coverage

Benefits under this policy are limited to a maximum of \$25,000 if you do not have valid GHIP at the time any claim is incurred.

You will be responsible for any expenses that are not payable by the insurer.

The specific details of your policy are outlined in your confirmation of coverage letter which forms part of your policy.

In the event of a medical emergency, AGA must be notified prior to any surgery being performed or within 24 hours of admission to a hospital.

### Reduction

If you fail to do so without reasonable cause, then AGA will reduce the benefits payable to you under this policy by 20%.

AGA reserves the right, as reasonably required, to transfer you to any hospital or to transport you to Canada following an emergency. If you refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after your refusal will not be covered and the payment of such costs becomes your sole responsibility. Coverage ceases upon your refusal and no coverage will be provided to you for the remainder of the period of coverage.

## BENEFITS

Subject to the terms, conditions, limitations and exclusions of this policy, benefits are payable for the following costs:

### 1. Emergency Hospital

The insurer agrees to pay for accommodation in a semi-private hospital room and for reasonable and customary services and supplies necessary for your emergency medical care during confinement as a resident in-patient. Accommodation in a private hospital room will be covered if medically necessary and when ordered by the attending physician.

### 2. Emergency Medical

The insurer agrees to pay for emergency medical, surgical or anaesthetic services when performed and authorized by a physician.

### 3. Emergency Extended Health Benefits

The insurer agrees to pay for the following services, supplies or treatment:

- a) Prescription drugs, not exceeding a one-month supply, to a maximum of \$500 per insured unless hospitalized as an in-patient.
- b) Diagnostic and laboratory services.
- c) Local licensed ambulance services.
- d) Wheelchair rental, crutches, braces and other necessary medical appliances\*.
- e) Private duty services of a Registered Nurse, other than a relative, up to \$10,000\*. and
- f) Prescribed services of a physiotherapist\*, a chiropractor\*, a podiatrist\*, a chiropodist\* and an osteopath\*. The maximum sum for all combined professional fees is \$500.  
\* Must be pre-approved by AGA.

### 4. Meals and Accommodation

The insurer agrees to reimburse up to \$200 per day to an aggregate limit of \$3,000 for additional reasonable living costs, child care costs (children under age 18, or physically or mentally handicapped travelling companions who rely on you for assistance), essential telephone calls and taxi fares incurred by you or any insured travelling companion(s) remaining with you while you are hospitalized as an in-patient during the period of coverage.

### 5. Transportation of Family or Friend

When approved by AGA, the insurer agrees to reimburse up to \$2,500 for one round-trip economy class transportation by the most direct route, and up to \$200 per day to a maximum of \$1,600 for reasonable costs incurred after arrival by a family member or a close friend if:

- a) you are hospitalized for a minimum of 5 consecutive days due to a covered *medical condition* and the attending *physician* advises in writing the necessary attendance by such person.
- b) the local authorities legally require the attendance of such persons to identify *your* remains in the event of death due to a covered *medical condition*.

#### 6. Emergency Transportation

When medically necessary and if pre-approved by AGA, the *insurer* agrees to pay the cost to transport *you* by either one-way economy airfare, stretcher (including any necessary medical attendant), or air ambulance (if *you* are unable to travel via a commercial airline) to the nearest appropriate medical facility or to a Canadian *hospital*.

#### 7. Return of Travelling Companion

When *you* are transported to Canada under the Emergency Transportation benefit, the *insurer* agrees to pay the extra cost to change existing return ticket(s) to one-way economy class ticket(s), or if the existing ticket(s) cannot be changed or there is no existing ticket(s), the cost of one-way economy class ticket(s) to the province or territory of residence for *your* following *travelling companion(s)*:

- a) *your travelling companions* who are under age 18, or are physically or mentally handicapped and rely on *you* for assistance; and
- b) one other insured *travelling companion*.

Must be pre-approved by AGA and not covered by any other insurance policy held by the *travelling companion(s)*.

#### 8. Return of Deceased

In the event of death due to a covered *medical condition*, the *insurer* agrees to pay up to:

- a) \$5,000 for the costs incurred to return *your* remains in a standard transportation container, to *your* permanent residence in Canada; or
- b) \$3,000 for cremation or burial at the place of death.

#### 9. Act of Terrorism – Limits on Coverage and Aggregate Limit

When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other policy limits, coverage will be provided as follows:

- a) As a result of any one or a series of *acts of terrorism* occurring within a 72-hour period, the *aggregate limit* payable shall be limited to \$2.5 million for all eligible insurance policies issued and administered by AGA, including this policy.
- b) As a result of any one or a series of *acts of terrorism* occurring in any calendar year, the *aggregate limit* payable shall be limited to \$5 million for all eligible policies issued and administered by AGA, including this policy.

The amount payable for each eligible claim under a) and b) above are in excess of all other sources of recovery and shall be reduced on a pro rata basis, so that the total amount paid for all such claims shall not exceed the respective *aggregate limit* which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the *act(s) of terrorism*.

#### 10. Pet Return

Up to \$200 will be reimbursed for the cost of returning *your* accompanying dog or cat to Canada, if *you* are returned to Canada under the Emergency Transportation benefit or hospitalized due to a covered *medical condition*.

## LIMITATIONS & EXCLUSIONS

This policy does not provide benefits for losses or expenses incurred as a result of, in connection with or in any way associated with:

### EHM1

#### If *your* age as of the *effective date* is 59 and under:

Any *pre-existing medical condition* that was not stable in the 90 days immediately before the *effective date*.

#### If *your* age as of the *effective date* is between 60 and 74 and *you* are travelling for less than 31 days:

Any *pre-existing medical condition* that was not stable in the 180 days immediately before the *effective date*.

#### If *your* age as of the *effective date* is between 60 and 74 and *you* are travelling for 31 days or more:

- a) Any *pre-existing medical condition* that was not stable in the 180 days immediately before the *effective date*; or
- b) Any of the following conditions if *you* have taken or required three or more medications for one or more of these conditions in the 180 days immediately before the *departure date*:
  - i. diabetes; or
  - ii. any heart or circulatory condition, including but not limited to coronary artery disease, congestive heart failure, angina, myocardial infarction; or
  - iii. any stroke or mini-stroke/transient ischemic attack (TIA); or
  - iv. any lung condition.

#### If *your* age as of the *effective date* is 75 and over:

- a) Any *pre-existing medical condition* that was not stable in the 180 days immediately before the *effective date*; or
- b) Any of the following conditions if *you* have taken or required three or more medications for one or more of these conditions in the 180 days immediately before the *departure date*:
  - i. diabetes; or
  - ii. any heart or circulatory condition, including but not limited to coronary artery disease, congestive heart failure, angina, myocardial infarction; or
  - iii. any stroke or mini-stroke/transient ischemic attack (TIA); or
  - iv. any lung condition.

### IMPORTANT NOTE:

**Pre-existing medical condition** means a medical condition, whether or not diagnosed by a physician:

- a) for which *you* exhibited signs or symptoms; or
- b) for which *you* required or received *medical consultation*; and
- c) which existed prior to the *effective date* of *your* coverage.

**EHM2** Any fraudulent, dishonest or criminal act by *you*, or any person acting with *you*, or *your* authorized representative, whether acting alone or in collusion with others.

**EHM3** Losses while sane or insane due to:

- emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- suicide, attempted suicide; or
- intentional self-inflicted injury.

**EHM4** *Act of war*; kidnapping; *act of terrorism* caused directly or indirectly by *nuclear*, *chemical* or *biological* means; riot, strike or civil commotion; unlawful visit in any country.

**EHM5** The participation by *you*, a *family member* or *travelling companion* in:

- protests;
- armed forces activities;
- a commercial sexual transaction;
- the commission or attempted commission of any criminal offence; or
- the contravention of any statutory law or regulation in the area where the loss occurred.

**EHM6** Any *sickness*, *injury* or medical condition for which a diagnosis need not have been made where a *tour* is undertaken for the purpose of securing medical *treatment* or advice.

**EHM7** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- the use of alcohol, prohibited drugs, or any other intoxicant;
- the non-compliance with prescribed *treatment* or medical therapy;

- the use of medication or drugs that have not been approved by the appropriate government authority; or
- the misuse of medication.

**EHM8** Any *medical consultation* that is non-emergency, elective or the consequence of a prior elective procedure.

**EHM9** Travelling against the *advice* of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**EHM10** Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*.

**EHM11** Any *treatment* which can be reasonably delayed until *you* return to Canada (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by AGA.

**EHM12** A recurrence or complication of the *sickness*, *injury* or medical condition that resulted in *you* being returned home if *you* elect to resume *your tour* after being returned to Canada.

**EHM13** Any rehabilitation or convalescent care.

**EHM14** *Injury* resulting from training for or participating in:

- speed contests usually and customarily in excess of 60 km per hour;
- motor sport contests;
- stunt activities, exhibitions or demonstrations of any kind;
- professional sport activities; or
- *high-risk activities*.

**EHM15** Routine or elective *treatment* for pregnancy, including *high-risk* pregnancy, within the first 32 weeks of the pregnancy.

**EHM16** Pregnancy, childbirth or complications thereof after the 32nd week of pregnancy.

**EHM17** *Sickness* or *injury* resulting from a motor vehicle *accident* where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.

**EHM18** Dental or cosmetic surgery.

**EHM19** *Treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

**EHM20** Naturopathic, holistic or acupuncture *treatment*.

**EHM21** Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

**EHM22** Any nuclear occurrence, however caused.

**EHM23** Any loss incurred due to, contributed to by, or resulting from any *sickness* or *injury* when such *sickness* or *injury* occurs in a city, region, or country for which Global Affairs Canada issued a written warning prior to the *effective date* to avoid all travel, or to avoid non-essential travel, to that city, region, or country, and such *sickness* or *injury* is due to, contributed to by, or resulting from the reason for the warning.

**EHM24** Air travel other than as a passenger in a commercial aircraft licensed to carry passengers for hire, except while being transported under the terms of the Emergency Transportation benefit.

## ACCIDENTAL DEATH & DISMEMBERMENT

### DESCRIPTION OF COVERAGE

The *insurer* agrees to pay up to a maximum sum insured of \$25,000, for loss of life, limb or sight resulting directly from *accidental injury*, occurring worldwide during the *period of coverage*.

No Benefits are payable if the loss occurs as a result of a Flight Accident.

The total *aggregate limit* for *accidental injury* resulting from a risk insured under the Accidental Death & Dismemberment benefit is \$10 million.

### BENEFITS

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same *accidental injury* for loss of:
  - i. life; or
  - ii. entire sight of both eyes; or
  - iii. both hands; or
  - iv. both feet; or
  - v. one hand and entire sight of one eye; or
  - vi. one foot and entire sight of one eye.
- b) 50% of sum insured resulting from the same *accidental injury* for loss of:
  - i. entire sight of one eye; or
  - ii. one hand; or
  - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if *you* suffer more than one of these losses.

### Exposure and Disappearance

If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:

- a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b) *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

### LIMITATIONS & EXCLUSIONS

Benefits are not payable for losses incurred due to:

**ADD1** Losses while sane or insane due to:

- emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- suicide or attempted suicide; or
- intentional self-inflicted injury.

**ADD2** *Act of war*; kidnapping; *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means; riot, strike or civil commotion; unlawful visit in any country.

**ADD3** The participation by *you*, a *family member* or *travelling companion* in:

- protests;
- armed forces activities;
- a commercial sexual transaction;
- the commission or attempted commission of any criminal offence; or
- the contravention of any statutory law or regulation in the area where the loss occurred.

**ADD4** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- the use of alcohol, prohibited drugs, or any other intoxicant;
- the non-compliance with a prescribed *treatment* or medical therapy; or
- the misuse of medication.

**ADD5** Travelling against the *advice* of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**ADD6** Injury resulting from training for or participating in:

- speed contests usually and customarily in excess of 60 km per hour;
- motor sport contests;
- stunt activities, exhibitions or demonstrations of any kind;
- professional sport activities; or
- *high-risk activities*.

**ADD7** Being the occupant of an aircraft, either as passenger or crew, or while boarding or alighting from an aircraft.

**ADD8** Any nuclear occurrence, however caused.

## FLIGHT ACCIDENT

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### DESCRIPTION OF COVERAGE

The *insurer* agrees to pay up to a maximum sum insured of \$50,000 for loss of life, limb or sight directly resulting from *accidental injury* due to an Insured Risk occurring worldwide during the *period of coverage*. Coverage is for all flights ticketed and arranged prior to the *effective date*.

The total *aggregate limit* for *accidental injury* resulting from a risk insured under the 'Flight Accident' benefit is \$10 million.

### BENEFITS

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same *accidental injury* for loss of:
  - i. life; or
  - ii. entire sight of both eyes; or
  - iii. both hands; or
  - iv. both feet; or
  - v. one hand and entire sight of one eye; or
  - vi. one foot and entire sight of one eye.
- b) 50% of sum insured resulting from the same *accidental injury* for loss of:
  - i. entire sight of one eye; or
  - ii. one hand; or
  - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if *you* suffer more than one of these losses.

### Exposure and Disappearance

If *you* are exposed to the elements or disappear as a result of a flight *accident*, a loss will be covered if:

- a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above, or
- b) *your* body has not been found within 52 weeks from the date of the flight *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

### INSURED RISKS

Benefits are limited to payment for losses occurring during the *period of coverage* while *you* are:

- a) Riding solely as a ticketed passenger in, or boarding or alighting from, a certified multi-engine transportation-type aircraft or passenger aircraft provided by a regularly scheduled airline on any regularly scheduled *tour* operated between licensed airports.
- b) On airport premises immediately before boarding or immediately after alighting from an aircraft.

- c) While riding as a passenger in an airport limousine or bus, or surface vehicle provided, and arranged for, by the airline or airport authority, when going to or after being at an airport for the purpose of boarding an aircraft or alighting from an aircraft.

### EXCLUSIONS

Benefits are not payable for losses resulting from:

**FAC1** Losses while sane or insane due to:

- emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- suicide or attempted suicide; or
- intentional self-inflicted injury.

**FAC2** *Act of war*; kidnapping; *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means; riot, strike or civil commotion; unlawful visit in any country.

**FAC3** The participation by *you*, a *family member* or *travelling companion* in:

- protests;
- armed forces activities;
- a commercial sexual transaction;
- the commission or attempted commission of any criminal offence; or
- the contravention of any statutory law or regulation in the area where the loss occurred.

**FAC4** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by:

- the use of alcohol, prohibited drugs, or any other intoxicant;
- the non-compliance with a prescribed *treatment* or medical therapy; or
- the misuse of medication.

**FAC5** Any nuclear occurrence, however caused.

## BAGGAGE

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### DESCRIPTION OF COVERAGE

1. The *insurer* agrees to pay up to a maximum sum insured of \$1,500, for loss or damage to owned or borrowed baggage and personal effects normally carried by the *you*.
2. **Limits on Coverage**  
The amount of loss or damage sustained in each event shall be determined separately, and any benefits payable are in excess of any amounts available under any other insurance or source.
3. Coverage is subject to a \$50 *deductible*, for each insured event causing loss.
4. In the event that *your* luggage or personal possessions are delayed or lost for 12 hours or more, while en route and before returning to the original point of departure, costs for reasonable and necessary toiletries and clothing will be reimbursed up to a maximum of \$200. Purchases must be made within 36 hours of arrival at *your* destination and prior to receipt of *your* baggage.
5. The *insurer's* liability shall be limited to \$300 per single article, matched pair or set or group of related articles.
6. The *insurer* will pay the lesser of the following:
  - a) the actual cash value of the property, with proper deduction for depreciation, at the time of loss or damage; or
  - b) the amount for which the property could be repaired to its condition prior to the damage; or
  - c) the amount for which the property could be replaced with property of like kind and quality.

## BENEFITS

The *insurer* agrees to pay for the following:

### 1. Personal Effects

Items for *your* personal use, adornment or amusement or of any of *your family members* who are travelling with *you*.

### 2. Personal Currency

Up to \$100 for loss of personal currency when caused directly by theft or robbery and supported by a police report.

### 3. Wheelchair

Up to \$100 for repairs or rental replacement of the *insured's* wheelchair (or standard special features) in the event the wheelchair is rendered inoperable due to damage resulting during normal usage.

### 4. Injury of Accompanying Cat or Dog

Up to \$200 for emergency care due to unexpected *injury* of an accompanying cat or dog.

### 5. Travel Documents

Up to an *aggregate limit* of \$100 for the replacement cost of any of the following documents: passport, driver's license, birth certificate or travel visa when the loss is caused directly by theft or robbery and supported by a police report.

## LIMITATIONS & EXCLUSIONS

Benefits are not payable for loss as a result of:

**BAG1** *Act of war*; kidnapping; act of *terrorism* including those caused directly or indirectly by *nuclear*, *chemical* or *biological* means; riot, strike or civil commotion; unlawful visit in any country.

**BAG2** The participation by *you*, a *family member* or *travelling companion* in:

- protests;
- armed forces activities;
- a commercial sexual transaction;
- the commission or attempted commission of any criminal offence; or
- the contravention of any statutory law or regulation in the area where the loss occurred.

**BAG3** Normal wear and tear, deterioration, moths or vermin.

**BAG4** Loss of or damage to:

- contact lenses;
- prescription eye glasses;
- artificial teeth and limbs;
- hearing aids;
- forms of money and currency (except as provided under Personal Currency);
- securities;
- tickets;
- credit cards;
- statuary;
- paintings;
- fragile or brittle objects;
- objects of art or antiques; or
- animals (except as specifically provided for cat or dog).

**BAG5** Theft from an unattended vehicle unless it was securely locked and there was visible evidence of forced entry.

**BAG6** Any nuclear occurrence, however caused.

## DEFINITIONS

**Accident(al)** means a sudden, unexpected, unforeseeable, unavoidable external event.

**Activities of daily living** means eating, bathing, using the toilet, changing positions (including getting in and out of a bed or chair) and dressing.

**Act of terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether *de facto* or *de jure*) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

**Act of war** means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**Aggregate limit** means the total number or the maximum value of insured losses resulting from any one *accident* or event causing loss.

**Application date** (applicable to Trip Cancellation) means the date *you* apply and pay for this insurance in conjunction with booking *your tour*.

**Canadian resident** means a person legally authorized to reside in Canada and who maintains a permanent residence in Canada to which they will return after their *tour*.

**Default** means complete cessation of operations as a result of a bankruptcy of a contracted *travel supplier*.

**Deductible** means the amount *you* must pay toward eligible costs before any benefits are payable by the *insurer* and applies once during the *period of coverage*.

**Effective date** means the date and time coverage starts, as indicated under the Effective Date provision of each plan purchased.

**Emergency** means a sudden, unforeseen *medical condition* occurring during the *period of coverage*, which requires immediate intervention by a *physician* or legally licensed dentist and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that *you* are able to continue the *trip* or return to *your* place of ordinary residence in Canada or *country of origin*.

**Expiry date** means the date and time coverage ends, as indicated under the Expiry Date provision of each plan purchased.

**Family member** means *your* legal or common-law *spouse*, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, and ward, natural or adopted child.

**High-risk activity(ies)** means bungee jumping, gliding, hang-gliding, paragliding, parasailing, freestyle skiing, heliskiing, snowboarding, ski jumping, parachuting, skydiving, sky-surfing, white water rafting, scuba-diving, street luge, skeleton activity, mountain or rock climbing with or without ropes, participation in any rodeo activity.

**High-risk pregnancy** means a pregnancy involving a medical condition that 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. These medical conditions include pre-eclampsia, eclampsia, hypertension, Rh incompatibility, gestational diabetes, or placenta previa.

**Hospital** means a facility incorporated or licensed as a *hospital* by the jurisdiction where such services are provided and which has accommodation for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician*. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or nervous disorders.

**Injury** means sudden bodily harm, which is directly caused by or resulting from an *accident*, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of *sickness* and all other causes.



**Insured person** means an eligible person named on the application, who has been accepted by AGA or its authorized representative, and has paid the required premium for a specific plan of insurance.

**Insurer** means CUMIS General Insurance Company, a member of The Co-operators group of companies.

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

**Licensed medical practitioner** means a person who is licensed, certified or registered, by the appropriate regulatory authority, to provide medical care or services in the jurisdiction where the care or services are provided.

**Medical condition** means any *injury* or *sickness*.

**Medical consultation** means any medical services obtained from a *licensed medical practitioner* for a *medical condition*, including but not limited to any or all of: history taking, medical examination, investigative testing, advice or *treatment*, and for which a diagnosis of the *medical condition* need not have been definitively made. This does not include routine annual medical check-ups where no medical signs or symptoms existed or were found during the check-up.

**Nuclear, chemical or biological** means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- **Nuclear** means any occurrence causing bodily *injury*, *sickness*, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- **Chemical agent** means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- **Biological agent** means any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

**Period of coverage** means the period from the *effective date* to the *expiry date* as indicated in this policy and for which premium has been paid. As selected and paid for at the time of application, the maximum *period of coverage* per *tour* is 212 days.

**Physician** means a person other than *you*, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed and is not related to *you* by blood or marriage.

**Pre-existing medical condition** means a *medical condition*, whether or not diagnosed by a *physician*:

- a) for which *you* exhibited signs or symptoms; or
- b) for which *you* required or received *medical consultation*; and
- c) which existed prior to the *effective date* of *your* coverage.

**Reasonable and customary** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable treatment, services or supplies for a similar *medical condition*.

**Sickness** means any illness or disease.

**Spouse** means a person who is legally married to *you*, or a person who has been living in a common-law relationship (either opposite sex or same sex) with *you* for a continuous period of at least one year and who resides in the same household as *you*.

**Stable** means that a *pre-existing medical condition* was not causing signs or symptoms, and did not require medical attention, diagnosis or *treatment*. A *pre-existing medical condition* controlled by the consistent use of prescribed medication will not be considered *stable* if the *pre-existing medical condition* had deteriorated, required investigation or had a change in type or dosage of medication.

**Treatment** means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing or surgery.

**Terminal** applies to a *medical condition* for which a *physician* gave a prognosis of eventual death or for which palliative care was received, prior to the *effective date*.

**Travelling companion** means a person who has prepaid shared accommodation or transportation with *you*. (Maximum of 5 persons including *you*.)

**Travel supplier** means a licensed tour operator, licensed travel wholesaler, licensed ground transporter, airline or accommodation facility from whom *you* have purchased travel services and whose services were arranged by a licensed Canadian travel agent. U.S. airlines are not covered unless part of a package *tour*.

**Tour** means the period of travel contracted by *you* for which coverage is in effect. The maximum length of a *tour* is 58 days.

## GENERAL PROVISIONS

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### Assignment

Any benefits payable or which may become payable under this policy cannot be assigned by *you*, and the insurer is not responsible for and will not be bound by any assignment into which *you* have entered.

### Automatic Extension of Coverage

- i. Coverage will be automatically extended for up to 72 hours in the event of a delay during the period of coverage of the conveyance in which *you* are riding or are scheduled to ride as a passenger. The delay must be due to circumstances beyond *your* control and the conveyance must be scheduled to arrive during the period of coverage. Additional premium will not be required.
- ii. If *you* are hospitalized at the end of the period of coverage, as a result of a covered medical condition, this coverage will be extended to *you* and *your* travelling companion(s) remaining with *you*, when reasonable and necessary, during the period of hospital confinement, plus 72 hours after release to travel home.

Coverage for a *travelling companion* will only be extended under their respective AGA administered policy.

### Extension of Your Stay

*You* may apply for a new term of coverage if *you*:

- a) make *your* application prior to the *expiry date* of *your* policy; and
- b) have not incurred any claims during *your* *period of coverage*; and
- c) are in good health; and
- d) have no reason to seek *medical consultation* during the new term of coverage.

Each policy or term of coverage is considered a separate contract. AGA reserves the right to decline any request for new terms of coverage.

### Benefit Payments

Unless otherwise stated, all provisions in this policy apply to each *insured person* during one *period of coverage*. Benefits are only payable under one policy, for each *insured person* during the *period of coverage*. If more than one AGA administered policy is in effect at the same time, benefits will only be paid under this policy. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by AGA at the time of application. Any benefits payable do not include interest charges. Benefits payable as a result of *your* death will be payable to *your* named beneficiary or to *your* Estate.

### Claim Submission

*You* or the claimant, if other than *you*, shall be responsible for the verification of:

1. Any medical costs incurred; and shall obtain itemized accounts of all medical services which have been provided.
2. Any payment made by a provincial or territorial hospital/medical plan.
3. Any payment made by any other insurance plan or contract.
4. Providing substantiating medical documentation from *your* province, territory or country of residence, at the request of AGA.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

### Contract

The application, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract.

Each policy or term of coverage is considered a separate contract. AGA reserves the right to decline any application for coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by AGA.

### Coordination of Benefits

Coverage under this policy is in excess of all or any existing coverage concurrently in force held by or available to *you*, including but not limited to homeowners, tenants, multi-risk, any credit card, third-party liability, group or individual basic or extended health insurance or any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage. AGA will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association Guidelines.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan pursuant to the no-fault benefits schedule under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance.

*You* may not claim or receive in total, more than 100% of the loss caused by the insured event.

If *you* are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, AGA will not coordinate benefits with that plan.

### Currency

All amounts stated in the policy, including premium, are in Canadian currency. At the option of AGA, benefits may be paid in the currency of the country where the loss occurred.

### General Terms

Policy terms and conditions are subject to change with each new policy purchased, without prior notice, to reflect actual experience in the marketplace.

### Governing Law

This policy will be governed by the laws of the Canadian province or territory in which *you* normally reside.

### Language

The parties request that the policy and all related documentation be drawn in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

### Limit on Liability

It is a condition precedent to liability under this policy that at the time of application and on the *effective date*, *you* are in good health and know of no reason to seek medical attention.

### Limitation of Action

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 Alberta and British Columbia), The *Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

### Misrepresentation or Nondisclosure

A failure to disclose or misrepresentation of any material fact by *you*, or fraud, either at the time of application or at the time of claim, shall render the entire contract null and void at the option of the *insurer*, and any claim submitted thereunder shall not be payable. Where there is an error as to *your* age, provided that *you* are within the insurable age limits, the premiums will be adjusted according to *your* correct age.

### Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for *your* age on the *effective date*.

### Rights of Examination

The claimant shall provide AGA with the opportunity to examine *you* when and so often as it reasonably requires while a claim is pending. In the case of *your* death AGA may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

### Right to be Reimbursed

As a condition to receiving benefits under the policy, *you* agree to:

- a) reimburse the *insurer* for all *emergency* medical and *hospital* costs paid under the *policy* from any amounts *you* receive from a third party responsible for *your injury* or *sickness* whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover *your* damages, which include *emergency* medical and *hospital* costs paid under the *policy*;
- c) include all *emergency* medical and *hospital* costs paid under the *policy* in any settlement agreement *you* reach with the third party;
- d) act reasonably to preserve the *insurer's* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the *policy*;
- e) keep the *insurer* informed of the status of any legal action against the third party; and
- f) advise *your* counsel of the *insurer's* right to reimbursement under the *policy*.

*Your* obligations under this section of the policy in no way restricts the *insurer's* right to bring a subrogated claim in *your* name against the third party and *you* agree to cooperate with the *insurer* fully should the *insurer* choose to exercise its right of subrogation.

### Time

Expiry time of coverage is the time within the time zone where *you* were residing when the application was made.

## PREMIUM REFUNDS

### When submitting your refund request, please include:

1. a fully completed and signed Refund Request Form; and
2. a copy of confirmation of coverage; and
3. confirmation of *your* early departure such as boarding pass or itinerary, or any other written proof of *your* early return to Canada; and
4. any other documentation to support *your* refund request.

Refunds are payable prior to the date of departure only when:

- a) you are unable to travel following cancellation of the insured trip by the travel supplier, provided all penalties are waived; or
- b) you are unable to travel following rescheduling of an insured trip by the travel supplier, provided all penalties are waived; or
- c) you cancel the trip before any penalties come into effect.

#### Important Notes

Premium refunds, regardless of method of payment, must be obtained from the agent where coverage was originally purchased unless purchased directly from AGA.

A full refund will be provided for policies which are recovered within 10 days of purchase, as described in the section titled Right To Examine Policy.

There will be no refund of premium if a claim has been made.

## CLAIMS PROCEDURES

#### Important Notes

1. Any costs incurred for documentation or required reports are your responsibility.
2. If the claim form is not fully completed and submitted with all required documentation your claim may be delayed.
3. All claims forms are available by calling the AGA Claims Department.
4. After initial review, AGA may request additional documents to support any claim.

#### Notice of Claim:

Claims must be reported within 30 days of occurrence.

#### Proof of Claim

Written proof must be submitted within 90 days of occurrence.

#### When submitting your Trip Cancellation & Interruption claim, please include:

- a) Trip Cancellation, Interruption and Delay
  - i. A fully completed and signed claim form. Incomplete forms will be returned and will delay processing of your claim.  
Both you and the claimant (if other than you) must sign the Authorization and Certification.
  - ii. A Medical Certificate completed by the treating physician. A copy of the patient's/deceased's medical records may be required.
  - iii. If cancellation is due to death, copy of death certificate.
  - iv. If cancellation is due to any reason other than sickness, injury or death, please contact the AGA Claims Department for detailed claims requirements.
- b) Prior to Departure (in addition to the requirements for item a) above)
  - i. Itemized copy of the invoice confirming the amount paid for your trip, including the cost of airfare, hotel, taxes, service fees and any other expenses.
  - ii. Proof of payment such as: a credit card statement, a copy of a cancelled cheque, or a copy of the official receipt issued by the travel agency.
  - iii. Statement of refund from the travel supplier or agent if applicable.
  - iv. Original unused airline tickets and any other original travel documentation (if you did not get a refund from any other source).
- c) After Departure (in addition to the requirements for item a) above)
  - i. Original unused airline ticket and passenger coupon of the new replacement ticket purchased to return home.
  - ii. If only a change-fee was charged, receipt showing the amount charged.
  - iii. For an unused tour, a copy of the original invoice, breakdown of unused tour cost, and a copy of the travel itinerary.

- iv. Any original receipts for out-of-pocket expenses incurred due to interruption or delayed return.
- v. Any other documentation to support your claim.

#### Important Note

If an insured trip must be cancelled, the travel supplier or agent must be notified on the day (or the next business day) that the cause of cancellation occurs. Benefits are limited to the amounts that are non-refundable, at the occurrence date of the Insured Risk that was the cause for cancellation, regardless of the date the trip is cancelled.

#### When submitting your Emergency Hospital & Medical claim, please include:

1. A fully completed and signed claim form with all original bills and receipts.
2. Medical records including an emergency room report and diagnosis from the medical facility or a Medical Certificate completed by the treating physician. Any fee for completing the certificate is not a benefit under this insurance.
3. Completed appropriate provincial government health insurance plan forms; see claim form for details.

#### When submitting your Accidental Death & Dismemberment claim, please include:

1. A fully completed and signed claim form by either the insured, or in the case of death, by the appointed executor/executrix.
2. Police report including any witness statements.
3. Coroner's report.
4. Death certificate.
5. Medical Certificate completed by the attending physician or hospital medical records.

#### When submitting your Flight Accident claim, please include:

1. Fully completed and signed claim form (completed by either the insured, or in the case of death, by the appointed executor/executrix).
2. Copy of flight itinerary.
3. Copy of incident report from airline or airport.
4. Medical Certificate completed by the attending physician or hospital medical records.
5. Death certificate (in the event of death).

#### When submitting your Baggage claim, please include:

1. A completed and signed claim form with a brief explanation of the incident leading to the loss.
2. An itemized list detailing the value of all lost or stolen items, together with proof of ownership such as receipts, photos, credit card statements, owner's manuals, etc.
3. Copy of correspondence from any other source which may cover this loss, confirming payment or denying liability.
4. Copy of airline tickets and itinerary confirming departure and return dates.

#### Important Note

Immediately notify the airline, bus, railroad, hotel or other authorities where the theft occurred and obtain an official report. A police report is required in the event of stolen baggage or personal effects.

#### SEND YOUR CLAIMS TO:

Allianz Global Assistance Claims Department

250 Yonge Street, Suite 2100  
Toronto, Ontario M5B 2L7  
Canada

Collect worldwide: 416-340-8809

Toll free Canada/USA: 1-800-869-6747

## STATUTORY CONDITIONS

Despite any other provision contained in the contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of Accident and Sickness Insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.

### Administered by

AZGA Service Canada Inc.  
o/a Allianz Global Assistance  
250 Yonge Street, Suite 2100  
Toronto, Ontario M5B 2L7  
Canada

### Underwritten by

CUMIS General Insurance Company  
P.O. Box 5065, 151 North Service Road  
Burlington, Ontario L7R 4C2  
Canada

## PRIVACY INFORMATION NOTICE

CUMIS General Insurance Company (the “insurer”) and the insurer’s insurance administrator, AGA, and the insurer’s agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively “we” “us” and “our”) require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification;
- medical records and information about you;
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- to identify and communicate with you;
- to consider any application for insurance;
- if approved, to issue a Policy or Certificate of insurance;
- to administer insurance and related benefits;
- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to investigate claims and to determine eligibility for insurance benefits;
- to provide assistance services;
- for fraud prevention and debt collection purposes;
- as required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder’s, insured’s or claimant’s family or their friends when they are 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 the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”).

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in

this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify AGA. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Policy or Policy holder’s, insured’s or claimant’s file that we establish and maintain in the offices of AGA. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca) or by writing to:

### Privacy Officer

Allianz Global Assistance  
250 Yonge Street, Suite 2100  
Toronto, Ontario M5B 2L7  
Fax: (416) 340-2707

For a complete copy of our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca)

## QUESTIONS?

If you have any questions or concerns about our products, services, your policy, or claim please feel free to contact Allianz Global Assistance anytime:

Toll Free: 1-800-670-4426  
Collect: (416) 340-1980

## EMERGENCY PROCEDURES

In the event of a medical emergency, AGA Emergency Assistance must be notified prior to any surgery being performed or within 24 hours of admission to a hospital.

### Reduction

If you fail to do so without reasonable cause, then AGA will reduce the benefits payable to you under this policy by 20%.

AGA is here to help with service available 24 hours a day, 7 days a week. AGA Emergency Assistance also provides support and recommendations for non-medical emergencies, providing you with access to resources to help resolve any unexpected difficulties you encounter during your tour.

**For 24/7 emergency assistance call  
Allianz Global Assistance**

**Toll free Canada/USA: 1-800-995-1662**

**Toll free worldwide: 800-842-0842 or  
Country code + 00-800-842-0842**

If unable to contact us through the toll free numbers call collect: 416-340-0049. International operator assistance is required. Please confirm how to call collect to Canada from your destination prior to departure.

Underwritten by CUMIS General Insurance Company,  
a member of The Co-operators group of companies,  
and administered by Allianz Global Assistance.