

TRAVEL INSURANCE

Updated November 2015

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.

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

Right to Examine Policy

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

For all plans other than Trip Cancellation & Interruption Plans and the All-inclusive Package Plan, **you** have 10 days after purchase to return this policy for a full refund, provided **you** have not departed on **your trip** and a claim has not been incurred.

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Important Notice

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

- **Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances due to an *emergency*.**
It is important that *you* read and understand *your* policy before *you* travel as *your* coverage may be subject to certain limitations or exclusions.
- ***Your* insurance contains pre-existing condition exclusions for travellers of any age. These exclusions apply to medical conditions and/or symptoms that existed on or before *your* departure date or *effective date*. Check to see how this applies in *your* coverage and how it relates to *your* departure date, purchase date and *effective date*.**
- **In the event of an *accident, injury* or *sickness*, *your* prior medical history may be reviewed when a claim is reported.**
- **In the event of a medical 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.**
Failure to notify AGA Emergency Assistance as required will delay the processing and payment of *your* claim and may limit the amount of *your* claim payment.
- ***You* must meet the eligibility requirements of this policy at the time of application and each departure date. If *you* are ineligible for coverage, the *insurer's* only liability will be to refund any premium paid. Please check *your* confirmation of coverage to ensure *you* have the coverage options *you* require. Payment will be limited to the coverage options *you* selected and paid for at the time of application. *You* will be responsible for any expenses that are not payable by the *insurer*.**

To help *you* better understand *your* policy

Key terms in this policy are printed in ***bold italics*** and are defined in the Definitions section on pages 7 to 9.

What am I covered for?

To find out what **your** coverage is, please refer to **your** confirmation of coverage and read the section titled Benefits.

What is not covered?

Travel insurance does not cover everything. **Your** policy has exclusions, conditions and limitations. **You** should read **your** policy carefully before **you** travel, so that **you** are aware of, and understand, the limits of **your** coverage.

How do I make a claim?

Notify AGA as soon as possible in the event of an **emergency**.

To submit a claim under this policy, **you** will need to send a completed claim form (with all original bills attached) to AGA. Please take care in filling out the form, as any missing information may cause delay. See Claims Procedures on page 11 for details.

Is my personal information protected?

We are committed to protecting the privacy, confidentiality and security of the personal information **we** collect, use and disclose. **Your** personal information, including **your** medical history, will be collected, used and disclosed only for the purpose of providing **you** with the requested insurance services. For a copy of AGA's privacy policy, please contact **us** or visit **our** website www.allianz-assistance.ca.

What if my travel plans change?

You must contact **your** insurance representative or AGA (during business hours) to make any changes to **your** insurance.

I want to stay longer. Can I extend my coverage?

Yes, **you** can, subject to policy terms and conditions. Just call **your** insurance agent or AGA (during business hours) before coverage under **your** policy expires.

See Extending Your Trip on page 10 for details.

Travel Assistance

We will use **our** 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 the failure of any person to provide or obtain medical services.

Extended Absence from Canada

The provincial and territorial government health insurance plans limit the time a person can be out of Canada and still remain eligible for coverage. Check **your** province or territory's health insurance plan for details.

Insuring Agreement

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations, exclusions and other provisions of this policy, the **insurer** will pay the **reasonable and customary** costs for eligible expenses incurred during the **period of coverage**, up to the amounts specified in this policy, in excess of any **deductible** and the amount allowed and/or paid for by any other insurance plan(s).

Payment is limited to the amounts specified under each coverage option. Some benefits are subject to advance approval by AGA.

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

Summary of Benefits

Emergency Hospital & Medical Insurance for Canadians

Single-trip

Limits

Overall maximum.....	\$10 million
Included in the overall maximum:	
Hospital confinement and	
Medical Services.....	up to overall maximum
Chiropractor, osteopath, chiroprapist, podiatrist, acupuncturist or physiotherapist.....	\$500 per profession
Ambulance Services.....	up to overall maximum
Prescription Medication.....	up to a 30-day supply, to a maximum of \$1,000, except during hospitalization
Out-of-Pocket Expenses.....	\$3,500
Transportation of Family or Friend.....	\$3,000
Return of Vehicle or Watercraft.....	\$4,000
Return of Deceased.....	\$15,000
Cremation at place of death.....	\$4,000
Accidental Dental.....	\$4,000
Dental Emergency.....	\$500
Emergency Transportation.....	up to overall maximum
Attendant/Return of Travelling Companion.....	up to overall maximum
Pet Return.....	\$500
Return to Original Trip Destination.....	\$5,000
Trip-Break for Single-Trip Plans...up to 15 consecutive days	
Identity Fraud Recovery.....	\$5,000

Emergency Hospital & Medical Insurance for Canadians

ELIGIBILITY

To be eligible for coverage **you** must, as of the date **you** apply for coverage and the **effective date**:

- be at least 15 days old and no more than 89 years old; and
- be insured for benefits under a Canadian government health insurance plan during the entire **period of coverage**; and
- not have been diagnosed with a **terminal** illness; or

- d) not have been diagnosed with stage 3 or 4 cancer; or have received **treatment** for any cancer (other than basal or squamous cell cancer or breast cancer treated only with hormone therapy) in the last 3 months; or
- e) not require assistance with **activities of daily living** as the result of a medical condition or state of health.

If you are age 60 or over, in addition to the preceding requirements, you are NOT eligible for coverage if, as of the date you apply for coverage and the **effective date**, you:

- a) have been prescribed or used home oxygen for a **lung/respiratory condition** during the previous 12 months; or
- b) had your most recent **heart surgery** more than 12 years ago or less than 6 months ago; or
- c) have a diagnosed unrepaired aneurysm of 4 centimetres or greater, measured in either length or diameter; or
- d) have received or are awaiting a bone marrow or **major organ** transplant; or
- e) have been diagnosed with or received treatment for a kidney disease requiring dialysis; or
- f) have ever been diagnosed with an **auto-immune disorder**; or
- g) have ever been diagnosed with congestive heart failure.

Start of Coverage

Coverage starts on the later of:

- a) the date and time the completed application is accepted by AGA or its representative; or
- b) the date indicated as the **effective date on your** confirmation of coverage; or
- c) the date and time **you** exit **your** province or territory of residence.

Waiting Period

If **you** purchase **your** policy after **you** have exited **your** province or territory of residence, any **sickness** that manifests itself during the first 48 hours after the **effective date** is not covered even if related expenses are incurred after the 48-hour waiting period.

End of Coverage

Coverage ends on the earlier of:

- a) the date and time **you** return to **your** province or territory of residence (other than as described under the Trip-Break for Single-trip Plans); or
- b) the date indicated as the **expiry date on your** confirmation of coverage.

DESCRIPTION OF COVERAGE

1. Subject to the policy terms and conditions, the **insurer** agrees to pay up to \$10 million per **insured person** for **reasonable and customary** costs incurred unexpectedly during the **period of coverage**. Costs are paid for acute **emergency hospital**, **emergency medical**, or other covered costs incurred during the **period of coverage** up to the maximum amounts provided in the Benefits section, due to **sickness** or **injury** occurring during the **period of coverage**.
2. This coverage may be purchased on a Single-trip or Multi-trip basis. Refer to **your** confirmation of coverage for the coverage **you** have selected.

3. Coverage is world-wide other than in **your** province or territory of residence, however coverage within the USA is limited to 5 days while in transit.

Limits on Coverage

4. The total **aggregate limit** for all losses resulting from any one incident under all travel health insurance policies underwritten by the **insurer** is \$20 million.
5. For **Canadian residents** not insured under a government health insurance plan, benefits are limited to 80% of the claim payable to a maximum of \$50,000. **You** will be responsible for the remaining 20% of the claim payable.
6. Amounts payable under this plan are in excess of any amounts available or collectible under the government health insurance plan of the province or territory in which **you** are covered, or would be covered, or those amounts payable or collectible under any other policy or plan. Refer to General Provisions on page 10.

BENEFITS

1. Emergency Hospital

The **insurer** agrees to pay for **hospital** accommodation, including private or semi-private room, and for **reasonable and customary** services and supplies necessary for **your emergency** care during confinement as a resident in-patient.

2. Emergency Medical

The **insurer** agrees to pay for the following services, supplies or **treatment**, when provided by a health practitioner who is not related to **you** by blood or marriage:

- a) The services of a legally licensed **physician**, surgeon, anaesthetist or registered graduate nurse.
- b) The services of the following legally licensed practitioners for **treatment** of a covered **injury**:
 - i. chiropractor;
 - ii. osteopath;
 - iii. chiroprapist;
 - iv. podiatrist;
 - v. acupuncturist;
 - vi. physiotherapist.

Not to exceed \$500 per profession.
- c) When performed at the time of the initial **emergency**, lab tests and/or X-ray examinations as ordered by a **physician** for the purpose of diagnosis.
- d) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation), to the nearest **hospital** when reasonable and necessary.
- e) Rental of crutches or hospital-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other prosthetic appliances approved in advance by AGA.
- f) **Emergency** out-patient services provided by a **hospital**.
- g) Drugs or medications that require a **physician's** written prescription, not exceeding a 30-day supply, to a maximum of \$1,000, except during hospitalization as an in-patient.

3. Out-of-Pocket Expenses

The **insurer** agrees to reimburse up to a maximum of \$3,500 for the following expenses incurred by **you** or any **insured persons** remaining with **you** while **you** are hospitalized as an in-patient during the **period of coverage**:

- a) **commercial accommodation** and meals; and
- b) child care costs for **travelling companions** under age 18 or physically or mentally handicapped and reliant on **you** for assistance; and
- c) essential telephone calls; and
- d) in-hospital television rental; and
- e) taxi fares.

Expenses must be supported by original receipts from commercial organizations.

4. Transportation of Family or Friend

The **insurer** agrees to pay up to a maximum of \$3,000 for the cost to transport up to two bedside companions (**your family member** or close friend) by round-trip economy class (using the most direct route) if:

- a) **you** are hospitalized due to a covered **sickness** or **injury**, and the attending **physician** advises that **your family member** or close friend's attendance is necessary; or
- b) the local authorities legally require the attendance of **your family member** or close friend to identify **your** remains in the event of **your** death due to a covered **sickness** or **injury**.

Benefits are payable only when approved in advance by AGA.

In addition, the **insurer** agrees to reimburse up to a maximum of \$1,000 for the following expenses incurred by **your family member(s)** or close friend(s) after arrival:

- a) **commercial accommodation** and meals; and
- b) essential telephone calls; and
- c) taxi fares.

Expenses must be supported by original receipts.

5. Return of Vehicle or Watercraft

If, as a result of a covered **sickness** or **injury**, **you** are unable to return to Canada with the **vehicle** or watercraft used for **your trip**, the **insurer** agrees to reimburse up to a maximum of \$4,000 for the cost of a commercial agency to return the **vehicle** or watercraft:

- a) to **your** province or territory of residence or to the nearest **commercial rental agency**, if **you** were travelling within continental North America; or
- b) the nearest **commercial rental agency** if **you** were travelling outside continental North America.

This benefit is payable only when approved in advance and arranged by AGA, and applies to one **vehicle** or **watercraft** only.

If travelling outside continental North America, this benefit applies to a rental vehicle only.

Watercraft means a private passenger boat either owned or rented by **you**.

6. Return of Deceased (Repatriation)

In the event of **your** death due to a covered **sickness** or **injury**, the **insurer** agrees to reimburse:

- a) up to \$15,000 for costs incurred to prepare and return **your** remains in a standard transportation container to **your** permanent residence in Canada; or
- b) up to \$4,000 for cremation or burial of **your** remains at the place of death.

The cost of a funeral service, coffin or urn is not covered.

7. Dental

The **insurer** agrees to reimburse:

- a) up to \$4,000 for **emergency treatment** or services to whole or sound natural teeth (including capped or crowned teeth) which are damaged as a result of an **accidental** blow to the face; and
- b) up to \$500 for the immediate relief of acute dental pain caused by other than a direct blow to the face and for which **you** have not previously received **treatment** or advice.

Reimbursement will not exceed the minimum fee specified in the Canadian Dental Association schedule of fees of the province or territory where **you** reside.

Treatment relating to any dental claim must begin within 48 hours after the onset of the **emergency** and must be completed within the **period of coverage** and prior to **your** return to **your** province or territory of residence.

Treatment must be performed by a legally qualified dentist or oral surgeon.

8. Emergency Transportation

The **insurer** agrees to transport **you** to the nearest appropriate medical facility or to a Canadian **hospital** due to a covered **emergency sickness** or **injury**. Any **emergency** transportation such as air ambulance, one-way airfare, stretcher, and/or a medical attendant must be pre-approved and arranged by AGA.

9. Attendant / Return of Travelling Companion

If **you** are returned to Canada under the Emergency Transportation benefit, the **insurer** agrees to reimburse:

- a) the cost of an attendant (not related to **you** by blood or marriage) plus the attendant's return economy class airfare, to travel with **your** accompanying **travelling companions** (under age 18, or physically or mentally handicapped and reliant on **you** for assistance) to their province or territory of residence; and
- b) the extra cost of a one-way economy class airfare to return **your travelling companions** (under age 18 or physically or mentally handicapped and reliant on **you** for assistance) to their province or territory of residence; and
- c) the extra cost of a one-way economy class airfare to return one of **your** accompanying family members to their province or territory of residence.

Benefits are payable only when approved in advance and arranged by AGA.

10. Pet Return

If **you** are returned to Canada under the Emergency Transportation benefit, or if **you** are hospitalized due to a covered **sickness** or **injury**, the **insurer** agrees to reimburse up to \$500 for the cost of returning **your** accompanying dog or cat to Canada.

11. Return to Original Trip Destination

If **you** are returned to **your** province or territory of residence under the Emergency Transportation benefit, and the attending **physician** determines that the **treatment** received in Canada resolved the **emergency**, the **insurer** agrees to reimburse up to a maximum of \$5,000 for a one-way economy flight to return **you** and one insured **travelling companion** to the original **trip** destination.

The return must occur during the original **trip** period.

A subsequent recurrence or complication of the condition that resulted in **you** being returned home is excluded under this policy.

Benefits are payable only when approved in advance and arranged by AGA.

12. Trip-Break for Single-trip Plans

During the **period of coverage** **you** may return once to **your** province or territory of residence for up to 15 consecutive days without terminating this policy. There is no coverage under this plan in **your** province or territory of residence. Refunds are not payable for any days **you** spend in **your** province or territory of residence. **You** must meet the eligibility requirements of this policy when **you** exit **your** province or territory of residence in order to continue **your** coverage.

13. Identity Fraud Recovery

The **insurer** agrees to reimburse up to \$5,000 for the following costs incurred within 90 days of the end of the **period of coverage** as a result of identity fraud that occurred during the **period of coverage**:

- a) Costs for notarizing affidavits or similar documents for law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- b) Costs for sending certified mail to law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- c) Loan application fees for re-applying for loans due to the rejection of the original application because the lender received incorrect credit information.
- d) Charges for long distance telephone calls or fax transmissions to businesses, law enforcement agencies, financial institutions or similar credit grantors, and credit agencies.
- e) Earnings lost by **you** as a result of time away from work to complete affidavits, meet with law enforcement agencies, credit agencies, merchants, or legal counsel, up to \$250 per day, to a maximum of \$2,000.
- f) Reasonable legal counsel fees incurred, with prior notice to and approval by AGA, for:
 - i. **your** defence against any suit by businesses or their collection agencies;
 - ii. removal of any criminal or civil judgements wrongly entered against **you**;

- iii. any challenge to the information in **your** credit report.

Identity fraud means the act of someone knowingly transferring or using, without lawful authority, **your** means of identity which constitutes a violation of federal law or a crime or offence under any applicable federal, provincial, state, territorial or local law.

14. Automatic Extension of Coverage

- a) **Delay of conveyance.** Coverage will be automatically extended for up to 72 hours in the event of a delay, due to circumstances beyond **your** control, of the conveyance in which **you** are riding or are scheduled to ride as a passenger. The delay must occur prior to the coverage **expiry date** and the conveyance must be due to arrive prior to the coverage **expiry date**.

Conveyance means a vehicle, airline, bus, train, or government-operated ferry system.

- b) **Medically unfit to travel.** Coverage will be automatically extended for up to 5 days if medical evidence supports that **you** are medically unfit to travel due to a covered **sickness** or **injury** on or before the coverage **expiry date**.

- c) **Hospitalization.** Coverage will be automatically extended during the period of **hospital** confinement, plus 72 hours after release to travel home, if **you** are hospitalized at the end of **your trip** as a result of a covered **injury** or **sickness**. This coverage will be extended to **your travelling companion(s)** remaining with **you** when reasonable and necessary, under their respective AGA-administered policy.

Additional premium will not be required for any automatic extension of coverage.

SPECIFIC CONDITIONS

1. In the event of a medical **emergency**, **you** must notify AGA within 24 hours of admission to a **hospital** and before any surgery is performed.

Limits on Coverage

If **you** fail to do so without reasonable cause, then AGA will pay 80% of the claim payable. **You** will be responsible for the remaining 20% of the claim payable.

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

The **deductible** is shown on **your** confirmation of coverage.

2. AGA reserves the right, as reasonably required and at its expense, 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**.

3. 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*.

4. General Provisions of this policy apply. Refer to page 10.

EXCLUSIONS

EHM1 Pre-existing Conditions Exclusion

- a) If *you* are age 59 or under, benefits are not payable for costs incurred due to or resulting from *your* medical condition or related condition, other than a *minor ailment*, that was not *stable* at any time during the 90 days immediately before the *effective date*.
- b) If *you* are age 60 or over, depending on *your* answers to the medical questionnaire, benefits are not payable for costs incurred due to or resulting from *your* medical condition or related condition, other than a *minor ailment*:
 - i. that was not *stable* at any time during the 90, 180, or 365 days immediately before the *effective date*; or
 - ii. for which *you* received *treatment* at any time during the 365 days immediately before the *effective date*; or
 - iii. for which *you* received *treatment* at any time before the *effective date*.

Refer to *your* confirmation of coverage for the pre-existing conditions exclusion that applies to *you*.

EHM2 Benefits are not payable for costs incurred due to any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*.

EHM3 Benefits are not payable for costs or losses incurred while sane or insane due to:

- a) *your* emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression; or
- b) *your* suicide or attempted suicide; or
- c) *your* intentional self-inflicted injury.

EHM4 Benefits are not payable for costs incurred due to:

- a) routine pre-natal or post-natal care; or

- b) elective treatment; or
- c) pregnancy, childbirth or complications thereof after the 31st week of pregnancy; or
- d) *high-risk pregnancy*; or
- e) a child born during a *trip*.

EHM5 Benefits are not payable for costs incurred due to loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that the medical condition causing the loss was in any way contributed to by:

- a) *your* abuse of alcohol; or
- b) *your* use of prohibited drugs or any other intoxicant; or
- c) *your* non-compliance with prescribed *treatment* or medical therapy before or after the *effective date*; or
- d) *your* use of medication or drugs that have not been approved by the appropriate government authority; or
- e) *your* misuse of medication.

EHM6 Benefits are not payable for costs incurred due to *injury* resulting from training for, competing or participating in:

- a) motorized speed contests; or
- b) stunt activities; or
- c) *professional* sport activities; or
- d) *high-risk activities*.

EHM7 Benefits are not payable for costs incurred due to *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, except when such benefits are exhausted.

EHM8 Benefits are not payable for costs incurred due to any *sickness*, *injury* or medical condition for which a diagnosis need not have been made when a *trip* is undertaken for the purpose of securing medical *treatment*.

EHM9 Benefits are not payable for costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

EHM10 Benefits are not payable for costs incurred due to 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.

EHM11 Benefits are not payable for costs incurred due to a recurrence or complication of the *sickness*, *injury* or medical condition that resulted in *you* being returned home if *you* elect to resume *your trip* after being returned to Canada.

EHM12 Benefits are not payable for costs incurred due to any *medical consultation* that is non-*emergency*, elective or the consequence of a prior elective procedure.

EHM13 Benefits are not payable for costs incurred due to any rehabilitation or convalescent care.

EHM14 Benefits are not payable for costs incurred due to dental or cosmetic surgery.

EHM15 Benefits are not payable for costs incurred due to naturopathic or holistic *treatment*.

EHM16 Benefits are not payable for costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

EHM17 Benefits are not payable for costs incurred due to *treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

EHM18 Benefits are not payable for costs incurred due to any *lung/respiratory condition* if *you* have been prescribed or used home oxygen or prednisone for a *lung/respiratory condition* in the 12 months before the *effective date*.

EHM19 Benefits are not payable for costs incurred due to any *heart condition* if *you* were diagnosed with or had an episode of congestive heart failure before the *effective date*.

EHM20 Benefits are not payable for costs incurred due to any *heart condition* if *your* most recent *heart surgery* was more than 12 years or less than 6 months before the *effective date*.

EHM21 Benefits are not payable for costs incurred due to any *heart condition* if *you* have been prescribed or used nitroglycerine in any form for a *heart condition* in the 12 months before the *effective date*.

EHM22 Benefits are not payable for costs incurred due to any *auto-immune disorder* which was diagnosed before the *effective date*.

EHM23 Benefits are not payable for costs incurred due to any kidney disease requiring dialysis before the *effective date*.

EHM24 Benefits are not payable for costs incurred due to an unrepaired aneurysm 4 cm or greater, measured in either length or diameter, which was diagnosed before the *effective date*.

EHM25 Benefits are not payable for any *sickness* related to or due to any bone marrow or *major organ* transplant, or the need thereof.

EHM26 Benefits are not payable for costs incurred due to any cancer (other than basal or squamous cell skin cancer or breast cancer treated only with hormone therapy) for which *you* received *treatment* in the 3 months before the *effective date*.

EHM27 Benefits are not payable for costs incurred due to any *sickness* or *injury* when such *sickness* or *injury* occurs in a city, region, or country for which the Department of Foreign Affairs and International Trade of the Canadian Government 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 related to or due to the reason for the warning.

EHM28 Benefits are not payable for costs incurred due to 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.

EHM29 Benefits are not payable for costs incurred due to any:

- a) *act of war*; or
- b) kidnapping; or
- c) act of terrorism caused directly or indirectly by *nuclear, chemical or biological* means; or
- d) riot, strike or civil commotion; or
- e) unlawful visit in any country.

EHM30 Benefits are not payable for costs incurred due to any nuclear occurrence, however caused.

EHM31 Benefits are not payable for costs incurred due to the participation by *you*, a *family member* or *travelling companion* in:

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

EHM32 Benefits are not payable for costs incurred due to 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.

DEFINITIONS

Accident(al) means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

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.

Activities of daily living means any of the following:

- a) eating;
- b) bathing;
- c) using the toilet;
- d) changing positions (including getting in or out of a bed or chair);
- e) dressing.

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

Autoimmune disorder includes acquired immune deficiency syndrome (AIDS) or human immunodeficiency virus (HIV), Grave's disease, Lou Gehrig's disease, multiple sclerosis, myasthenia gravis, sarcoidosis any location, scleroderma, systematic lupus erythematosus.

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 *trip*.

Commercial accommodation means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction.

Commercial rental agency means a car rental agency or company licensed under the law of the jurisdiction(s) where it conducts business.

Deductible means the dollar amount for which **you** are responsible before any remaining eligible expenses are reimbursed under this insurance. **Your** deductible is indicated on **your** confirmation of coverage and applies to each claim.

Dependent children means **your** unmarried children who are:

- a) born before the **trip**; and
- b) financially dependent on **you**; and
- c) at least 15 days old and no more than 21 years old.

Effective date means the later of:

- a) the date and time the completed application is accepted by AGA or its representative; or
- b) the date indicated as the effective date on **your** confirmation of coverage; or
- c) the date **you** exit **your** province or territory of residence for each **trip**.

If **you** purchase **your** policy after **you** have exited **your** province or territory of residence, any **sickness** that manifests itself during the first 48 hours after the effective date is not covered even if related expenses are incurred after the 48-hour waiting period.

Emergency means a sudden, unforeseen **sickness** or **injury** 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 **your trip** or return to **your** place of ordinary residence in Canada.

Expiry date means the earlier of:

- a) the date indicated as the **expiry date** on **your** confirmation of coverage; or
- b) the date and time **you** return to **your** province or territory of residence (other than as described under the Trip-Break benefit for Single-trip Plans).

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

Heart condition includes angina or chest pain, arrhythmia, arteriosclerosis, atrial fibrillation, congenital heart defect, congestive heart failure, cardiomyopathy, carotid artery occlusion, heart attack (myocardial infarction), heart murmur, irregular heart rate or beat, any other condition relating to the heart or cardiovascular system.

Heart surgery includes ablation, angioplasty, heart bypass operation, implanted defibrillator, implanted pacemaker, valve replacement (repair), valvuloplasty.

High-risk activity(ies) includes any skiing or snowboarding out of bounds, ski jumping, sky-diving, sky-surfing, scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres), white water rafting (except grades 1 to 4), street luge, skeleton activity, **mountaineering**, or 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 emotional disorders.

Injury means 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.

Lung/respiratory condition includes asbestosis, bronchial asthma, bronchiectasis, chronic asthma, chronic bronchitis, chronic obstructive pulmonary disease (COPD), emphysema, pulmonary embolism, pulmonary fibrosis, sleep apnea (using a CPAP machine), tuberculosis.

Major organ means heart, kidney, liver, or lung.

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

Minor ailment means means a **sickness** or **injury** which ended more than 30 days prior to the **effective date** and which did not require:

- a) **treatment** for a period longer than 15 consecutive days; or
- b) more than one follow-up visit to a **physician**; or
- c) hospitalization, surgery, or referral to a specialist.

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

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.

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 who is not related to **you** by blood or marriage.

Professional means **you** are considered professional by the governing body of the sport and are paid for **your** participation whether **you** win or lose.

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 paid fee in the geographical area where the services are provided or costs are incurred for comparable **treatment**, services or supplies for a similar **sickness** or **injury**.

Sickness means any illness or disease.

Signs or symptoms means any evidence of disease experienced by **you** or recognized through observation.

Spouse means a person who is legally married to **you**, or a person who has been living with **you** in a common-law relationship for a period of at least 12 consecutive months.

Stable describes any medical condition or related condition, including any **heart condition** or **lung/respiratory condition**, for which:

- a) there has been no new **treatment**; and
- b) there has been no change in **treatment** or change in **treatment** frequency or type; and
- c) there have been no **signs or symptoms** or new diagnosis; and
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization; and
- f) there has been no referral to a specialist (made or recommended) and **you** are not awaiting surgery or the results of further investigations performed by any medical professional.

The following are also considered stable:

- a) Routine (not prescribed by a **physician**) adjustment of insulin to control diabetes provided the insulin was not first prescribed during the time period specified in the Pre-Existing Conditions Exclusion shown on **your** confirmation of coverage.

- b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the time period specified in the Pre-Existing Conditions Exclusion shown on **your** confirmation of coverage and there is no increase or decrease in dosage.
- c) The routine adjustment of Coumadin or Warfarin provided the Coumadin or Warfarin was not first prescribed during the time period specified in the Pre-Existing Conditions Exclusion shown on **your** confirmation of coverage.
- d) A **minor ailment**.

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**.)

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

Trip means a period during which **you** are travelling outside of **your** province or territory of residence and for which coverage is in effect.

Vehicle means a private passenger automobile, station wagon, pick-up truck or mini-van that is used exclusively for the transportation of passengers; and is either owned or rented by **you**.

For the Return of Vehicle benefit under Emergency Hospital & Medical Insurance, vehicle also means a motorhome or a camper unit that is either owned or rented by **you** where:

- a) motorhome means a self-propelled vehicle containing living quarters that are an integral part of the vehicle and are not removable; and
- b) camper unit means a specifically constructed unit for living purposes mounted on and removable from a vehicle.

We, us and **our** means CUMIS General Insurance Company, a member of The Co-operators group of companies and/or AZGA Service Canada Inc. o/a Allianz Global Assistance (AGA).

You or **your** means the **insured person**.

GENERAL PROVISIONS

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.

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 one insurance policy, the one with the greatest sum insured. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by AGA at the time of application, and indicated on **your** confirmation of coverage.

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 providing AGA with the following:

1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
3. substantiating medical documentation, at the request of AGA.

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

Contract

The application, completed medical questionnaire, 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 or any request for extensions of 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

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to **you**.

Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group or individual basic or extended health insurance;

- any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

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, until such benefits are exhausted.

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 provider, except in the event of **your** death.

Currency

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

Extending Your Trip

If **you** decide to apply for additional coverage before **you** have left **your** province or territory of residence, contact the agent where coverage was originally purchased.

If **you** decide to apply for additional coverage after **you** have left **your** province or territory of residence, **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) are in good health; and
- c) have no reason to seek **medical consultation** during the new term of coverage.

If **you** have incurred a claim, **we** will review **your** file before deciding on granting an extension.

Each policy or term of coverage is considered a separate contract.

AGA reserves the right to decline any request for new terms of coverage.

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 the **insurer** for the recovery of insurance money payable under this policy is absolutely barred unless commenced within the time set out in the Insurance Act or any other applicable legislation.

Misrepresentation or Nondisclosure

Your failure to disclose or misrepresentation of any material fact, 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 **your** age is within the insurable limits of this policy, 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 of this policy as indicated on **your** confirmation of coverage.

A family rate is available for Emergency Hospital & Medical Single-trip and Multi-trip Plans. Family includes the applicant, age 59 and under, no more than one additional adult **family member** age 59 and under, and **dependent children**. The premium for family coverage is calculated at two and a half (2.5) times the premium for the eldest adult age 59 and under.

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 (Subrogation)

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

- a) reimburse **us** 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 **our** right to be reimbursed for any **emergency** medical or **hospital** costs paid under the policy;
- e) keep **us** informed of the status of any legal action against the third party; and
- f) advise **your** counsel of **our** right to reimbursement under the policy.

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

PREMIUM REFUNDS

A full refund will be provided for policies which are returned within 10 days of purchase, provided **you** have not departed on **your** trip and a claim has not been incurred, as described in the section titled Right To Examine Policy.

Refunds for Emergency Hospital & Medical Single-trip Plans are payable when:

- a) the entire **trip** is cancelled prior to the **effective date**; or
- b) **you** return to **your** province or territory of residence prior to the **expiry date**.

When submitting your premium refund request, please include:

1. a fully completed and signed Refund Request Form; and
2. a copy of **your** confirmation of coverage; and
3. any other documentation to support **your** refund request.

Important Note

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

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the **insured person** was out of province; if this amount is less than the minimum premium required for the plan purchased, the minimum premium will be used. This amount is then subtracted from the total premium paid.

Refund amounts less than \$20 will not be issued.

CLAIMS PROCEDURES

Claims forms are available by calling **our** Claims Department.

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/U.S.A.: 1-800-869-6747

1. **Notice of Claim.** Claims must be reported within 30 days of occurrence.
2. **Proof of Claim.** Written proof of claim must be submitted within 90 days of occurrence.
3. Any costs incurred for documentation or required reports are **your** or the claimant's responsibility.
4. To submit **your** claim, fill out the claim form completely and include all original bills. Incomplete information will cause delay.
5. All eligible claims must be supported by original receipts from commercial organizations.

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

1. A fully completed and signed claim form with all original bills and receipts from commercial organizations.
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 completion of the certificate is not a benefit under this insurance.
3. Completed appropriate provincial government health insurance plan forms; see claim form for details.
4. Any other documentation that may be required and/or requested by AGA.

Important Note

In the event of a medical emergency, AGA must be notified within 24 hours of admission to a *hospital* and before any surgery is performed.

Limits on Coverage

If *you* fail to notify AGA without reasonable cause, then AGA will pay 80% of the claim payable.

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

EMERGENCY PROCEDURES

In the event of a medical *emergency*, *you* must notify AGA Emergency Assistance within 24 hours of admission to a *hospital* and before any surgery is performed.

Limits on Coverage

If *you* fail to notify AGA without reasonable cause, then AGA will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

We are here to help. *Our* service is 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 trip*.

**For 24/7 emergency assistance call
ALLIANZ GLOBAL ASSISTANCE**

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

Toll free worldwide:

00-800-842-08420 or Country code + 800-842-08420

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.