

# Travel Insurance Policy



**Travel Guard**  
800209 9/09  
Effective November 2009

## WARNING: THIS POLICY INCLUDES RESTRICTED BENEFITS

1. This *policy* covers losses resulting from unforeseeable and *emergency* circumstances only.
2. A pre-existing condition exclusion applies to *medical conditions* and/or symptoms that existed prior to travel. There may be no coverage if you have a pre-existing condition.
3. You must contact us before seeking medical attention and a failure to call will result in *your* being responsible for 30% of any eligible expenses incurred unless *your medical condition* prevents you from calling, in which case you must call as soon as medically possible or have someone call on *your* behalf.
4. Our medical advisors must approve and arrange all surgery and heart procedures, (including, but not limited to, heart catheterization), in advance and a failure to call will result in *your* being responsible for 30% of any eligible expenses incurred unless *your medical condition* prevents you from calling, in which case you must call as soon as medically possible or have someone call on *your* behalf.
5. If you choose not to receive *treatment* or services from a *provider*, as directed by us, you will be responsible for 30% of any eligible expenses.
6. Your Emergency Medical and Dental Coverage is subject to an aggregate limit of \$2 million CAD.
7. There are limits, limitations and exclusions that apply to all *insured* persons.
8. The coverage provided by this *policy* shall be null and void for travel in, to, or through Cuba, because such travel is not serviced and supported by the Insurer's United States affiliates.
9. Read this *policy* carefully.

## IMPORTANT INFORMATION

This *policy* covers losses arising from sudden, unexpected and unforeseeable circumstances only. Some words have very specific meanings that are set out in the Definitions Section. These words appear in italics in this *policy* document when the policy definition applies. This *policy* is valid only if the required premium has been received by us.

## SCHEDULE OF BENEFITS

Insurance		Medical Package	Deluxe Package	Platinum Package
Emergency Medical		YES	YES	YES
Accidental Death and Dismemberment	In Flight	100,000	100,000	100,000
	Non Flight	25,000	25,000	25,000
Trip Cancellation and Interruption	Basic		YES	YES
	Enhanced		YES	YES
School Board Ruling				YES
Baggage and Personal Effects		YES	YES	YES
24-Hour Emergency Medical Assistance		YES	YES	YES

All benefits and premiums are quoted in Canadian currency.

## GENERAL CONDITIONS

We will insure *you* against eligible expenses incurred as the result of an *emergency* or pay benefits for other covered losses in accordance with the package selected by *you* under the heading SCHEDULE OF BENEFITS. All benefits are subject to the terms, conditions, limits and exclusions of this *Policy*. The maximum period of coverage under this *Policy* shall not exceed 12 consecutive months. Your application for Medical Insurance must be submitted and the premium must be paid prior to *your trip departure date*. Your application for Trip Cancellation Insurance must be submitted and the premium paid at the time of booking *your trip*. Coverage will be declared

null and void if: a) the premium is not received; b) the cheque is not honoured; or c) credit card charges are declined for any reason.

The coverage provided by this *policy* shall be null and void for travel in, to, or through Cuba, because such travel is not serviced and supported by the Insurer's United States affiliates.

**Automatic Extension of Coverage:** If *you, your travel companion* or *family member* travelling with *you* is hospitalized on *your return date* or *Policy expiry date*, *your coverage* will automatically be extended at no additional premium for the period of hospitalization and up to 72 hours after discharge. In addition, coverage will automatically be extended for up to 72 hours when there is a delay of a common carrier on which *you are* a passenger.

**Optional Extension of Coverage:** Any extension granted will be subject to *our* prior approval. Call 1-866-878-0191 before *your Policy expiry date*.

*You* must, at all times while *you are* covered under this *Policy*, act in a prudent manner so as to minimize costs to *us*.

If any benefits payable to *you* under this *Policy* are in addition to similar benefits payable to *you* by any other insurer, total benefits paid to *you* by all insurers must not exceed *your* actual total expenses. If *you are* covered under more than one of *our Policies*, the total amount paid to *you* will not exceed *your* actual expenses; and the maximum to which *you are* entitled is the largest amount specified for the benefit in any one of *our Policies*. We co-ordinate payment of benefits with all insurers who provide *you* benefits similar to those provided under this *Policy*, up to a maximum of the largest amount specified by each insurer. We are last payor. We have full rights of subrogation. In the event of a payment of a claim under this *Policy*, we have the right to proceed, in *your* name but at *our* expense, against third parties who may be responsible for giving rise to a claim under this *Policy*. *You* will execute and deliver documents as necessary and co-operate fully with *us* so as to allow *us* to fully assert *our* rights. *You* will do nothing to prejudice such rights.

Notwithstanding any provisions contained herein, this *Policy* is subject to the statutory conditions of the Insurance Act applicable to contracts of accident and sickness insurance and the laws and regulations in *your* province/territory of residence in Canada. For non-residents, the Insurance Act and the laws and regulations of the Province of Ontario will apply.

The *Application for Insurance*, this *Policy* and any riders or endorsements to the *Policy* shall form the entire contract. Only we have the authority to change the contract or waive any of its terms, conditions or provisions. Any provision of this *Policy* which is in conflict with any federal law or provincial/territorial law of *your* province/territory of residence in Canada is hereby amended to conform with the minimum requirements of that law, and all other provisions shall remain in full force and effect.

All premiums, benefits, and limits are quoted in Canadian currency. To facilitate direct payment to providers, we may elect to pay the claim in the currency of the country where the charges were incurred, based on the rate of exchange established by any chartered bank in Canada on the last date of service, or where cheques are issued directly to doctors, hospitals or other medical providers, on the date of issuance. No refund of premium will be made in the event a claim has been incurred or paid under this *Policy*, or in respect of the *trip* cancellation or interruption coverage after it is effective. *Our* liability under this *Policy* is limited solely to the payment of eligible benefits, up to the maximum amount specified herein for any loss or expense. *Our* maximum limit of liability resulting from all occurrences within a 168-hour period will be \$10,000,000 in the aggregate. If loss for all insureds exceeds \$10,000,000, we will pay each insured that portion of the benefit stated which \$10,000,000 bears to the total loss of all persons under all Travel Guard Canada *Policies*. We do not assume responsibility for the availability, quality, results or outcome of any *treatment* or service, or *your* failure to obtain any *treatment* or service covered under the terms of this *Policy*.

If *you* have misstated or misrepresented any information on *your Application for Insurance* which results in: (i) *your* not paying the sufficient premium, or (ii) *your* not being eligible for the plan which *you* have chosen,

then any claim submitted by you will be denied and/or your Policy will be declared null and void.

### GENERAL EXCLUSIONS

These exclusions apply to all benefits. In addition to any exclusions which apply to a particular benefit (outlined under the Exclusions section for each Plan), this Policy does not cover and no benefit is payable for any claim arising from:

1. Routine or elective treatment for pregnancy within the first 31 weeks of pregnancy; abortion; childbirth or complications of childbirth; pregnancy or complications thereof within the 9 weeks before or anytime after the expected date of delivery; expenses incurred by an infant less than 15 days old or a person not named as an insured on your Application for Insurance; or a medical condition arising from or related to a congenital birth defect;
2. Emotional, mental or nervous disorders or other acute psychosis (including stress) while sane or insane by whatever cause that does not require admission to a hospital;
3. Committing or attempting to commit suicide or intentionally self-inflicted injury;
4. Your being impaired or adversely influenced by medication, prescription drugs, alcohol, prohibited drugs or intoxicants of any kind;
5. A trip undertaken in contravention of a physician's recommendation or after the manifestation of medical symptoms which would cause an ordinarily prudent person to seek medical advice; or where a terminal illness prognosis has been given;
6. A trip undertaken for the purpose of securing medical treatment, consultation or advice; whether or not recommended by any physician;
7. Elective, non-emergency, or cosmetic medical or dental treatment or routine follow-up procedures including but not limited to treatment for varicose veins, gout, arthritis, cataracts;
8. Any medical procedure, hospitalization or air ambulance service that was not previously authorized or arranged in advance by us;
9. Civil unrest, acts of foreign enemies, acts of war, or rebellion, whether declared or not;
10. Any loss arising directly or indirectly out of, or contributed to by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon;
11. Any unlawful or criminal/criminal-like acts or contravention of any statutory law/regulation; participation in protests or commercial sexual transactions; (committed by you, your family member, your travel companion, or your travel companion's family member whether an insured or not);
12. Rock or mountain climbing; participation in a motor sport, motor racing or speed contests; or scuba diving (unless you hold an open water diving certificate);
13. Your professional participation in an organized sport.
14. Operating or learning to operate any aircraft, as pilot or crew;
15. Engagement in manual labour for wages or profit including the operation of transport vehicles; performing employment duties on any aircraft or ship; performing duties in any regular armed forces service;
16. A travel, immigration or work visa that is not issued due to a late application, or has been previously refused;
17. Expenses incurred in your province/territory of residence (unless specifically provided for in this Policy);
18. Any interest, finance or late payment charge;
19. Expenses incurred if you chose to travel to or in a country or to or in a specific region of a country if there was a travel advisory issued after your Policy effective date by the Department of Foreign Affairs and International Trade of the Canadian Government to advise Canadians not to travel to a country or to a specific region of a country included in your trip;
20. Expenses incurred relating to travel in, to, or through Cuba, because such travel is not serviced and supported by the Insurer's United States affiliates.

### EMERGENCY MEDICAL INSURANCE

This coverage is subject to the GENERAL CONDITIONS and GENERAL EXCLUSIONS listed in this Policy.

Coverage begins on your departure date and terminates on the earlier of 1)

the Policy expiry date specified on the Application for Insurance or 2) the date you return to your original departure point of the insured trip.

We will pay for covered expenses incurred as a result of a medical emergency, up to the policy limits, for the actual expenses related to the medical attention you require if a medical condition begins unexpectedly after you leave your province/territory of residence, and if these expenses are not covered by your provincial/territorial health insurance plan or any other related insurance or reimbursement plan. Medical expenses will be limited to a maximum of \$25,000 if you are not covered under a Canadian provincial/territorial Government Health Insurance Plan (GHIP) or you are not a permanent resident of Canada. Canadian residents travelling outside their province/territory of residence for more than 182 days (212 days for Ontario and Newfoundland/ Labrador) must receive written permission from their provincial/territorial government to maintain their government health insurance plan.

You must notify us at 1-866-878-0192 or 416-646-3723 (collect) prior to any emergency medical treatment or hospitalization. Failure to do so will result in your being responsible for 30% of any eligible expenses incurred unless your medical condition prevents you from calling. You must call as soon as medically possible or have someone call on your behalf.

We, in consultation with your attending physician, reserve the right to return you to your province/territory of residence prior to any treatment or following emergency treatment or hospitalization for a sickness or injury, if on medical evidence you are able to return to your province/territory of residence without endangering your health. If you elect not to return to your province/territory of residence following the recommendation to do so, then any expenses incurred for continuing medical treatment or surgery with respect to such emergency will not be covered and all coverage and benefits under this Policy will cease.

The emergency medical attention you receive must be outside of your province/territory of residence unless specifically provided for in this Policy and be required as part of your emergency treatment and ordered by a physician or a dentist.

We will pay covered expenses incurred as the direct result of terrorism which causes accidental bodily injury or sickness to you during your trip. This terrorism benefit is payable only after you have exhausted all other recovery sources. We will pay up to a maximum limit of \$10,000 as a direct result of terrorism which causes your death within 72 hours of the terrorism occurrence. Our maximum limit of liability for all claims directly resulting from terrorism occurring within a 72-hour period is \$500,000 in the aggregate. Our maximum limit of liability for all claims directly resulting from terrorism occurring within a calendar year is \$1,000,000. If loss for all insureds exceeds the maximum limits listed above, we will pay each insured that portion of the benefit stated which the maximum limits bear to the total loss of all persons under all Travel Guard Canada Policies after the end of the calendar year.

#### Benefits for Emergency Medical Insurance

##### Emergency Medical Expenses:

1. Care received from a physician in or out of a hospital, the cost of a hospital room to a maximum of semi-private rates, the rental or purchase (whichever is less) of a hospital bed, wheelchair, brace, crutch or other medical appliance, tests that are needed to diagnose your condition, and prescription drugs. All of the above must be prescribed by a physician or a dentist. This benefit is limited to \$2,000,000.
2. Professional services referred by a physician – care received from a licensed chiropractor, osteopath, physiotherapist or podiatrist, up to \$250 per category of practitioner.
3. Ambulance transportation – local ground ambulance service to a medical service provider in an emergency.

**Emergency Evacuation and Repatriation:** If approved in advance by us, expenses to return you to your original point of departure of the insured trip if your attending physician recommends your return because of your medical condition or if your attending physician recommends your return after your emergency treatment, we will pay via the most cost-effective itinerary for one or more of:

- The extra cost of an economy/charter class fare;
- A stretcher fare on a commercial flight;
- The return economy/charter class fare of a qualified medical attendant and the attendant's reasonable fees and expenses, if required by the airline;
- The cost of air ambulance transportation, pre-approved and arranged by us; or
- A travel companion's extra fare to accompany you.

**Expenses Related to your Death:** If you die during your trip from a covered risk, we will reimburse your estate up to \$3,000 for the preparation of your remains and the transportation container plus the transportation costs (using customary airline procedures) to your original departure point of the insured trip or up to \$2,000 for the cremation or preparation of your remains and the cost of a standard burial container at the place of death. If someone is legally required to identify your body and must travel to the place of your death, we will pay the fare via the most cost-effective itinerary for that person, and up to a maximum of \$300 for that person's hotel and meal expenses.

**Sustenance Allowance:** If a medical emergency prevents you or your travel companion from returning to your original point of departure of your insured trip or if your emergency medical treatment or that of your travel companion requires your transfer to a location that is different from your original destination, we will reimburse your expenses for meals, hotel, phone calls, and taxis, up to \$300 per day to a maximum of \$1,200. We will only reimburse these expenses if you have actually paid for them (receipts must be submitted).

**Bedside Companion Travel and Sustenance:** If you are travelling alone and are admitted to a hospital for 3 days or more, we will pay the economy/charter class fare via the most cost-effective itinerary for someone to be with you. We will also pay up to a maximum of \$300 for that person's hotel and meals (receipts must be submitted) and cover him/her under this Policy, subject to the terms, conditions, limits and exclusions, until you are medically fit to return to your province/territory of residence. For an insured child, a bedside companion is available immediately upon hospital admission.

**Emergency Dental:** You are covered for the following dental expenses when required as emergency treatment and ordered or prescribed by a licensed dentist:

- a) If you need dental treatment to repair or replace your natural or permanently attached artificial teeth because of an accidental blow to your mouth, you are covered for the emergency dental expenses you incurred during your trip and to a maximum of \$1,000 to continue necessary treatment after you return to your province/territory of residence. This treatment must be completed within 90 days after the accident. This benefit is limited to a maximum of \$1,800.
- b) If you need dental treatment in an emergency, we will pay up to \$250 for the relief of dental pain.

#### Exclusions for Emergency Medical Insurance

This coverage is subject to the GENERAL EXCLUSIONS listed in this Policy. Also, this Policy does not cover and no benefit is payable for any claim arising from:

1. Any injury or sickness that you have sought or received medical treatment
  - (a) within 90 days prior to your trip departure if you are age 59 or younger or
  - (b) within 180 days prior to your trip departure if you are age 60 or older UNLESS (applies to a and b): the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout the applicable 90/180-day period. A sickness has manifested itself when medical care or treatment has been given, there has been a change(s) in medication, or there exists symptoms which would cause a reasonably prudent person to seek diagnosis, care or treatment.
2. Unless otherwise provided for in this Policy, expenses incurred for follow-up treatment, recurrence of a condition or subsequent emergency treatment or hospitalization for a condition or related condition for which you received emergency treatment during your trip.
3. Transplants including but not limited to organ transplants or bone marrow transplants, artificial joints or prosthetic devices/implants including any associated charges.

4. Cardiac procedures including cardiac catheterization, angioplasty or surgery, unless approval is specifically given by us prior to the procedure being performed.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

This coverage is subject to the GENERAL CONDITIONS and GENERAL EXCLUSIONS listed in this *Policy*.

If the total amount of all AD&D benefits you have under our *Policies* is more than your in-flight policy limit our aggregate liability will not exceed your in-flight policy limit and any excess insurance will be void, and the excess premiums paid will be refunded. Our total aggregate limit is \$10,000,000 for any one accident.

#### Benefits for Accidental Death and Dismemberment

1. If an *accidental bodily injury* sustained during your *trip* causes you: a) to die, to become completely and permanently blind in both eyes, or to have two of your limbs fully severed above your wrist or ankle joints in the 12 months after the accident, we will pay 100% of the amount shown on the Schedule of Benefits; b) to become completely and permanently blind in one eye or have one of your limbs fully severed above a wrist or ankle joint in the 12 months after the accident, we will pay 50% of the amount shown on the Schedule of Benefits.

2. If you have more than one *accidental bodily injury* during your *trip*, we will pay the applicable insured sum only for the one accident that entitles you to the largest benefit amount.

3. If your body is not found within 12 months of the accident, we will presume that you died as a result of your injuries.

4. Unless you have notified us in writing prior to your *departure date* of the name of your designated beneficiary, this benefit will be paid to your estate.

**In-Flight AD&D:** This benefit, as described in 1 and 2 above, applies only to an *accidental bodily injury* sustained by you while riding as a passenger (but not as a pilot, operator, or member of the crew) in, on, boarding or alighting from any *passenger plane* having a current and valid airworthiness certificate or any transport type *passenger plane* operated by the Canadian Armed Forces or by the similar air transport service of any duly constituted governmental authority of the recognized government of any nation.

**Non-Flight AD&D:** This benefit, as described in 1 and 2 above, applies only to an *accidental bodily injury* sustained by you other than while riding in an aircraft of any type. Our maximum liability is limited to the amount shown on the schedule of benefits for non-flight.

#### Exclusions for Accidental Death and Dismemberment

This coverage is subject to the GENERAL EXCLUSIONS listed in this *Policy*. Also, this accidental death and dismemberment insurance does not cover and no benefit is payable for any claim arising from a disease, even if the proximate cause of its activation or reactivation is the *accidental bodily injury*.

1. A disease, even if the proximate cause of its activation or reactivation is the *accidental bodily injury*.

### TRIP CANCELLATION AND INTERRUPTION INSURANCE

This insurance is subject to the GENERAL CONDITIONS and GENERAL EXCLUSIONS listed in this *Policy*. Coverage will begin on the date of *Application for Insurance* provided the premium has been paid. This insurance will terminate on the earlier of 1) the return date specified on your *Application for Insurance* or 2) the date you return to your original departure point of the insured *trip*. If you are unable to depart on your scheduled *trip* or return to your original departure point, due to a covered risk, we will pay airfare and/or unused, non-refundable, prepaid travel arrangement costs up to the *policy* limit, provided that the charges are not recoverable from any other source. If you must cancel your *trip* before your *departure date*, you must notify us within 24 hours of notification of the need to cancel. Failure to do so will result in the benefits being restricted to the *trip* cancellation benefits which were in effect on that date.

The following risks are covered:

1. You, your *travel companion*, your *family member*, your *key-person*, or your *travel companion's family member* develops a medical condition or dies; your friend dies; or the person whose guest you will be during your *trip* is admitted to a *hospital* in an *emergency* or dies; or the person who

is providing care and supervision of your *child/children* while you are on your *trip* becomes *hospitalized* or dies.

2. You, your spouse, your *travel companion*, or your *travel companion's spouse* a) becomes pregnant after you book your *trip* and your *departure date* falls during the 9 weeks before the expected delivery date or b) legally adopts a *child* and the date of the adoption falls during your *trip*.

3. You, your spouse, your *travel companion* or your *travel companion's spouse* loses a permanent job which any of you have had for at least 12 months (excluding contract work) because of layoff or dismissal without just cause; or your employer, your spouse's employer or your *travel companion's* employer initiates a job transfer which necessitates relocation of principal residence within 30 days of your scheduled *departure date* (not applicable to self-employed persons).

4. You, your spouse, your *travel companion* or your *travel companion's spouse* is called to service during your *trip* as a reservist, firefighter, or military or police staff, or called to jury duty or to be a defendant in a civil suit; or you or your spouse are subpoenaed as a witness.

5. You, your spouse, your *travel companion* or your *travel companion's spouse* is quarantined or hijacked.

6. You or your spouse is unable to occupy your principal residence or to operate your business because of a natural disaster.

7. A business meeting that was scheduled before you purchased this *Policy* is cancelled due to sickness, injury or death of the person you intended to meet, when the meeting was the purpose of the *trip*.

8. A travel advisory is issued by the Department of Foreign Affairs and International Trade of the Canadian Government to advise Canadians not to travel to a country or to a specific region of a country included in your *trip* after you purchase your *Policy*.

9. Your or your *travel companion's* visa is not issued for a reason beyond your control.

10. Violent acts while on your *trip* except for violent acts which occur in countries where travel advisories have been issued.

11. Your or your *travel companion's* scheduled carrier is delayed by weather conditions for at least 30% of your *trip* and you or your *travel companion* chooses not to continue your *trip*.

#### Benefits for Trip Cancellation and Interruption Basic

**Trip Cancellation:** If you must cancel your *trip* due to a covered risk, prior to the *departure date* on your *Application for Insurance*, you will be reimbursed for the non-refundable prepaid travel arrangement costs up to the limits selected on your *Application for Insurance*.

**Trip Interruption:** If your *trip* is interrupted due to a covered risk, on or after the *departure date* shown on the *Application for Insurance*, we will pay for the non-refundable, unused *trip* arrangements for which you have already paid and additional travel transportation expenses to return you to your original departure point, (except your prepaid unused return transportation).

**Next Occupancy Charge:** If you have prepaid shared accommodations and your *travel companions(s)* cancels for a covered risk and you elect to travel as originally planned, you will be reimbursed the next occupancy charge.

#### Benefits for Trip Cancellation and Interruption Enhanced

**Missed Connection:** If you miss a connection or must interrupt your *trip* because of the delay of a private automobile or your connecting *passenger plane*, ferry, cruise ship, bus, limousine, taxi, or train, when the delay is caused by the mechanical failure of the vehicle; a traffic accident; an emergency, police-directed road closure; or weather conditions, we will reimburse you up to \$800 for the extra cost of your one-way airfare via the most cost-effective itinerary to your next destination or to your original point of departure. (You must have been scheduled to arrive at your point of boarding at least 2 hours before the scheduled time of departure.)

**Schedule Change:** We will reimburse up to the maximum of \$800 for the change fees charged by the airline(s) if you or your *travel companion's trip* is cancelled, interrupted or delayed because you or your *travel companion's* next connecting flight leaves earlier or later than originally scheduled providing a two-hour connecting time was originally scheduled.

**Flight Delay:** If your flight is delayed, you will receive \$50 for each full 12 hours of the trip that is missed. (Maximum claim \$200)

**Return of Vehicle:** Expenses to return your vehicle – if you are unable to drive your vehicle to your original departure point as a result of a medical *emergency*, we will cover the reasonable costs charged by a commercial agency to return your vehicle. If you used a rental car during your *trip*, we will cover its return to the rental agency.

**Vacation Rain Check:** We will provide payment in the form of a redeemable travel voucher payable only to you, up to a maximum of \$500, if your *trip* is interrupted and causes you to return earlier than your contracted return date forcing you to miss at least 70% of your *trip* due to the death or *hospitalization* of a non-travelling family member or key-person (*hospital records* and/or death certificate required). You must book the replacement *trip* before the 180th day following the date of your early return from your interrupted insured *trip* through the same tour company which booked your original interrupted *trip*. No benefit is payable if the travel companies named on the coupon are insolvent.

#### Exclusions for Trip Cancellation and Interruption Insurance

This coverage is subject to the GENERAL EXCLUSIONS listed in this *Policy*. Also, this *Policy* does not cover and no benefit is payable for any claim arising from:

1. Your or your *travel companion's* knowledge at the time of booking or application for this insurance of any reason why the *trip* might be cancelled or interrupted;

2. Any injury or sickness incurred by you, your family member, your *travel companion* or his/her family member which manifests itself during the 90 days immediately preceding and including the date of *Application for Insurance*, unless the condition is controlled through the taking of prescription drugs or medication and remains controlled throughout the 90-day period. A sickness has manifested itself when: a) medical care or treatment has been given; or b) there exist symptoms which would cause a reasonably prudent person to seek diagnosis, care or treatment.

3. Travel which is planned contrary to medical advice, or where a terminal illness prognosis has been given, or after the manifestation of medical symptoms which would cause an ordinarily prudent person to seek medical advice.

4. Travel for the purpose of visiting a person suffering from a medical condition and the medical condition (or ensuing death) of that person is the cause of cancellation or interruption of your *trip*.

5. Expenses incurred as a direct result of terrorism except when a travel advisory is issued by the Department of Foreign Affairs and International Trade of the Canadian Government to advise Canadians not to travel to a country or to a specific region of a country included in your *trip* after you purchase your *Policy*.

6. Expenses incurred as the result of inadequate or invalid passport, travel or visa documentation required by countries included in your *trip*.

### BAGGAGE AND PERSONAL EFFECTS INSURANCE

#### Benefits for Baggage and Personal Effects:

This insurance is payable only after you have exhausted all benefits available from any other insurance or coverage. Coverage begins on the *departure date* specified on the *Application for Insurance* and terminates on the earlier of the return date specified on the *Application for Insurance* or the date you return to your original departure point. We will pay this benefit up to \$2,000 after making proper allowance for wear and tear or depreciation for the loss of, or damage to the baggage and personal effects that belong to you and that you use during the *trip*. We cover the current actual cash value of your property when it is lost or damaged up to \$2,000. We also reserve the option to repair or replace your property with other of a similar kind, quality, and value. We may also ask you to submit damaged items for an appraisal of the damage. The limit for loss per single article including its attachments, accessories and equipment, or matched pair or set, or group of related articles is \$250. In the event of theft, burglary, robbery, malicious mischief, disappearance or loss of an item covered under this benefit, you must obtain written documented evidence from the police immediately or, if the police are unavailable, the hotel manager, tour guide, or transportation authorities. You must also take all precautions to protect, save or recover the property immediately, and advise us as soon as you return home. Your claim will not be valid under this *Policy* if you do not comply with these conditions.

**Baggage Delay:** If your checked baggage is delayed due to a delay or misdirection by an airline or ground carrier but is subsequently recovered intact, you will receive \$50 for each full 24-hour period of delay. Maximum claim is \$500. This coverage provides reimbursement for necessary toiletries and clothing when your checked baggage is delayed. This benefit applies only if the delay happens before your return home.

**Bag Trak®:** The industry's premier baggage tracing service protects your baggage and personal possessions if they are delayed.

#### Exclusions for Baggage and Personal Effects

This coverage is subject to the GENERAL EXCLUSIONS listed in this Policy. Also, this baggage and personal effects insurance does not cover and no benefit is payable for any claim arising from:

1. Loss or theft of: animals, perishable items, household items and furniture, artificial teeth or limbs, hearing aids, glasses of any type, contact lenses, prescription drugs, tobacco products, money, tickets, securities, documents, items related to your occupation, mobile phones, computers and accessories, CDs, DVDs and personal entertainment devices, antiques or collectors' items, items that are fragile, items that are obtained illegally, or articles that are insured on a valued basis or are insured by another insurer.
2. Damage or loss resulting from wear and tear, deterioration, defect, mechanical breakdown, your imprudence or omission.
3. Unaccompanied baggage or personal property, baggage or personal property left in an unattended vehicle and which was not locked in the trunk, or baggage or personal property shipped under a freight contract.

### SCHOOL BOARD RULING INSURANCE

**School Board Ruling:** If you must cancel your trip due to a school board ruling as a result of a union mandated teachers' labour strike or a school board determination that there is a risk of harm to students travelling to a specific region of a country included in your trip, you will be reimbursed for the non-refundable prepaid travel arrangement cost up to the limits selected on your Application for Insurance. If you must cancel your trip due to a school board ruling for any other reason you will be reimbursed for up to 75% the forfeited non-refundable prepaid travel arrangement cost.

### 24-HOUR EMERGENCY MEDICAL ASSISTANCE

#### 24-HOUR EMERGENCY ASSISTANCE

Conditions for Emergency Medical Assistance

With all hospital & emergency medical expenses coverage, your benefits include 24-hour emergency medical assistance. Whether you need emergency medical care or emergency arrangements to return home, you can count on our emergency assistance counsellors, doctors and nurses to help you anywhere in the world, anytime of day. Coverage begins on the departure date as stated on your Application for Insurance and terminates on the earlier of 1) the return date specified on your Application for Insurance or 2) the date you return to your original departure point of the insured trip. Call us 24-hours a day, seven days a week:

Canada and Continental USA – 1-866-878-0192

International – 416-646-3723 (collect)

#### DEFINITIONS

**Accidental Bodily Injury:** An injury sustained during your trip which is caused by external violent and purely accidental means, directly and independently of all other causes.

**AD&D:** Accidental death and dismemberment.

**Age:** Your age on departure date.

**Application for Insurance:** Computer printout, printed form, invoice or document which confirms the coverage for which you have paid the required premium. The Application for Insurance forms part of this Policy.

**Business Meeting:** A prearranged meeting (not including a convention, conference, assembly, trade show, exhibition, seminar, or board meeting) which pertains to your fulltime occupation or profession and which was the sole purpose of your trip.

**Change(s) in Medication:** Any change in the kind, type, dosage or action of medicine, and/or the treatment prescribed by a physician to manage a medical condition, including but not limited to a diet or a pacemaker

adjustment (a pacemaker battery change is not considered a treatment change in type or dosage). The following are not considered alterations or change(s) in medication: the change from a brand-named medication to a generic brand medication provided the usage or dosage has not changed; the dosage changes of the regulatory medications insulin and coumadin; and the decrease or elimination of a medication dosage, recommended by a physician, provided it has been changed more than 90 days prior to your departure date and has not had an effect on your medical condition.

**Child:** An unmarried dependent son or daughter under the age of 21 or an unmarried, dependent son or daughter who is mentally or physically challenged.

**Controlled:** A medical condition is not worsening and there has been no alteration in any medication or its usage or dosage for the condition, nor any treatment, prescribed or recommended by a physician, or received, within the period before your trip specified in this Policy.

**Departure Date:** The date on which you are scheduled to leave your province/territory of residence as shown on your Application for Insurance.

**Emergency:** An unforeseen medical condition that takes place during the period of coverage.

**Emergency Medical Treatment:** Treatment required for the immediate relief of an acute symptom or that, according to a physician, cannot be delayed until you return to your original point of departure. It must be ordered by a physician (or in the case of dental treatment, by a dentist) and administered by a licensed physician, dentist, physiotherapist, chiropractor or podiatrist during your trip.

**Family Member:** Your spouse; natural, step, or adopted children; sons/daughters-in-law; persons for whom you are the legal guardian; parents; parents-in-law; step-parents; sisters; brothers; sisters/brothers-in-law; step-sisters/brothers; grandparents; grandchildren; aunts; uncles; nieces; and nephews.

**Government Health Insurance Plan (GHIP):** The coverage that the provincial/territorial governments provide to residents of Canada.

**Home:** Your province/territory of residence or the place from which you leave on the first day of coverage and to which you are scheduled or ticketed to return on the last day of coverage.

**Hospital:** A facility that is licensed as a hospital where in-patients receive medical care, that has a registered nurse on permanent duty and that includes a laboratory and operating theatre. A clinic; an extended or palliative care facility; a rehabilitation establishment; an addiction centre; a convalescence, rest, or nursing home; home for the aged; or health spa is not a hospital.

**Key-person:** Someone to whom a dependant's full-time care is entrusted and who cannot reasonably be replaced, a business partner, or an employee who is critical to the ongoing affairs of your business during your trip.

**Medical Condition:** Complications of pregnancy within the first 31 weeks of pregnancy, a mental or emotional disorder that requires admission to a hospital, accidental bodily injury, illness, or disease validated by a physician.

**Mountain Climbing:** The ascent or descent of a mountain requiring the use of specialized equipment, including pick-axes, anchors, bolts, crampons, carabineers and lead or top-rope anchoring equipment.

**Passenger Plane:** A certified multi-engine transport type aircraft provided by a regularly scheduled airline on any regularly scheduled trip operated between licensed airports and holding a valid Canadian Air Transport Board or Charter Air Carrier licence, or its foreign equivalent and operated by a certified licensed pilot.

**Physician:** A medical doctor who is duly licensed in the jurisdiction in which he/she operates and who gives medical care within the scope of his/her licensed authority. A physician must be a person other than yourself or your family member.

**Policy or Policies:** This Policy, any riders or endorsements to the Policy and the Application for Insurance shall form the entire contract. Only we have the authority to change the contract or waive any of its terms, conditions or provisions.

**Policy Effective Date:** The date your coverage begins, as stated on your Application for Insurance.

**Policy Expiry Date:** The date your coverage ends, as stated on your Application for Insurance.

**Prescription Drugs:** Drugs or medicine that can only be prescribed by a licensed physician or dentist and are dispensed by a licensed pharmacist.

**Professional:** A person who is engaged in a specific activity and receives remuneration.

**Rental Car:** A private passenger automobile used during your trip exclusively for transporting of passengers other than for hire.

**Return Date:** The date on which you are scheduled to return to your original point of departure from your trip as shown on your Application for Insurance.

**Sickness:** An acute illness, acute pain and suffering, or disease requiring emergency medical treatment or hospitalization due to the sudden onset of symptoms.

**Spouse:** Someone to whom one is legally married, or with whom one has been living in a conjugal relationship for at least one full year before the insurance starts.

**Terminal Illness:** A medical condition for which, prior to your Policy effective date, a physician gave a prognosis of eventual death or palliative care was received.

**Terrorism:** Act(s) including but not limited to the use or threat of forces or violence (including hijacking and kidnapping) by an individual or group for the purpose of terrorizing or intimidating any person, government, group, association or the general public for ideological, political or religious reasons.

**Travel Advisory:** An advisory issued by the Department of Foreign Affairs and International Trade of the Canadian Government to advise Canadians not to travel to a country or a specific region of a country included in your trip.

**Travel Companion:** Someone who shares travel arrangements with you up to a maximum of three companions.

**Treatment:** Medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a physician, including but not limited to prescription drugs, investigative testing, and surgery. Treatment does not include a regular medical check-up where there is no medical clinical signs or patient-portrayed symptoms.

**Trip:** Your travel outside your home province for which coverage under this policy has been purchased and is in effect.

**Violent Acts:** Human physical force which injures or abuses you but does not include your involvement in an illegal activity, felonious assault or self-inflicted injury.

**We, Us, Our** refer to Chartis Insurance Company of Canada. This Policy is administered on our behalf by Travel Guard Canada, 145 Wellington Street West, Toronto, Ontario, M5J 1H8; Tel: 416-646-3723 or 1-866-878-0191.

**You, Yourself, Your** refer to the person named as the insured on the Application for Insurance.

#### CLAIM PROCEDURES

If making a claim, we want you to call us as soon as possible in order to facilitate the process. We must receive notice of your claim within 30 days of your return home in order for us to provide you with a claim form specific to your loss. To report a claim or to request a claim form, call 416-646-3723 or 1-866-878-0191.

**For all claims, you must include the following where required:**

- Fully completed Claim Form
- Proof of travel and insurance payment
- Originals of all travel tickets, bills, invoices and receipts
- Written incident reports, police reports, doctor/hospital records and/or death certificate, autopsy or coroner's report (where lawful)
- For Baggage claims: a) the incident or police report must accompany your claim; b) claims for valuable items must be accompanied by original receipts; c) you must also submit a letter of coverage or denial from the transportation carrier and/or your homeowner's insurance company.

#### 24-HOUR EMERGENCY ASSISTANCE

You must notify us prior to any emergency medical treatment or hospitalization. Failure to do so will result in your being responsible for 30% of any eligible expenses incurred.

Canada and Continental USA: 1-866-878-0192

International (call collect): 416-646-3723

Product Code: 800209 10/08 CT