**Allianz Global Assistance** 

# Travel **Insurance**



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

## **Right to Examine Policy**

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

#### Refunds before the Effective Date

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. Please refer to the sections of this policy that explain when coverage starts.

## Refunds after the Effective Date

For refunds after coverage has started, refer to the Refunds section on page 42 of this policy.

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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 medical 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.
- You must notify AGA Emergency Assistance (toll-free 1-800-995-1662 or worldwide collect 416-340-0049) prior to receiving any *treatment*, if you must cancel, interrupt or delay your *trip*, or you experience any *emergency*. 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.
- 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*.
- If you have been medically underwritten for coverage, you must notify us if your health status or medication changes between the date you complete the application and any departure date or the *effective date* of any top-up or extension. Otherwise, any material change in your health status or medication that might lead to a change in the underwriting decision may result in an amendment of your coverage or may render the coverage null and void.

#### To help you better understand your policy

Key terms in this policy are printed in *italics and bold* and are defined in the Definitions section on page 35.

#### What am I covered for?

Coverage is different for each plan; to find out what your coverage is, please read the section titled Benefits under the name of the plan(s) you have purchased.

#### 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.

## Are the costs of my trip arrangements covered?

The costs of your travel arrangements are covered when you purchase coverage under the Trip Cancellation & Interruption plan. Details of your coverage will be shown in your confirmation of coverage.

The benefits payable under this policy are limited to the travel costs that are non-refundable. You may ask your *travel supplier* or agent for details about your non-refundable travel costs.

The non-refundable amount will be assessed on the date the Insured Risk (reason for cancellation) occurred, regardless of the date you actually cancelled your *trip* with your *travel supplier* or agent.

#### How do I make a claim?

To apply for benefits 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.

## 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 www.allianz-assistance.ca.

## I want to stay longer. Can I purchase further coverage?

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

To be eligible for further coverage, you must be in good health and you must not have incurred any losses during the first *period of coverage*.

#### Travel Assistance

AGA or the *insurer* will use their 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's health plan for details.

If you exceed your province's limits, you will not be eligible for coverage under this policy.

# Emergency Hospital & Medical Insurance for Canadians

USA and Non-USA Plans, Multi-trip Basic and Select Plans, Youth Plan

## **ELIGIBILITY**

- 1. Coverage is NOT AVAILABLE to any individual who:
  - a) has been diagnosed with a terminal illness;
  - b) has been diagnosed with or has had an episode of congestive heart failure;
  - c) has Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV);
  - d) has Alzheimer's Disease or any other type of dementia;
  - e) has received any type of treatment for pancreatic cancer, liver cancer or any type of cancer that has metastasized;
  - f) has been prescribed or used home oxygen *treatment* in the last 12 months;
  - g) has had a major organ transplant (heart, kidney, liver, lung); or
  - h) has received kidney dialysis *treatment* in the last 12 months.
- 2. To be eligible for coverage a person must:
  - a) be at least 15 days old; and
  - b) be insured for benefits under a Canadian government health insurance plan during the entire *period of coverage*; and
  - be currently in good health and know of no reason to seek *medical consultation* during the *period of coverage*; and
  - d) not reside in a nursing home and receive nursing care; and
  - e) not reside in a convalescent hospital or rehabilitation centre; and
  - f) not require assistance with activities of daily living.

#### Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for a specific plan of insurance, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the effective date on the application; or
- c) the *insured* departs from their province or territory of residence; or
- d) under the Multi-trip Plan each time the *insured* commences an insured *trip*.

## **End of Coverage**

Coverage ends on the earliest of the date:

- a) and time the *insured* returns to their province or territory of residence; or
- b) indicated as the *expiry date* on the confirmation of coverage; or
- c) under a Multi-trip Plan, each time the *insured* concludes an insured *trip*.

#### **DESCRIPTION OF COVERAGE**

1. Subject to the policy terms and conditions, the insurer agrees to pay up to \$5 million for reasonable and customary costs incurred unexpectedly by an insured Canadian resident 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 the maximum amounts provided in the 'Benefits' section, due to sickness or injury occurring during the period of coverage. The total aggregate limit for all losses resulting from a risk insured under the 'Emergency Hospital & Medical Insurance' benefit for Canadians is \$20 million.

## Reduction

- For Canadian residents not insured under a government health insurance plan, the maximum sum insured is \$3,000.
- 3. 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 the *insured* is covered, or would be covered, or those amounts payable or collectible under any other policy or plan. Refer to 'General Provisions' on page 39.
- 4. Coverage is world-wide, except under Non-USA plans, which limit *trips* to the USA to 5 days while in transit.

#### MULTI-TRIP PLANS

For the Basic and Select Multi-trip Plans, coverage for each separate *trip* commences and becomes effective immediately upon the *insured*'s departure from their province or territory of residence and expires when the insured *trip* is concluded.

When a planned *trip* extends beyond the expiration of a Multi-trip Plan, a new Single-trip Plan or Multi-trip Plan must be purchased to assure continuous coverage:

- a) Single-trip Plan must be purchased **prior** to the *expiry date* of the policy;
- Multi-trip Plan must be purchased prior to departure from the *insured's* province or territory of residence.

Coverage will be in effect for the maximum number of days for each *trip* as selected under the new Multi-trip Plan options for either of the plans outlined below.

## Basic Multi-trip Plan

The maximum *period of coverage* per *trip* under the Multi-trip Plan is 8, 15, 35, 60 or 105 days, as selected and paid for at the time of application.

## Select Multi-trip Plan

The maximum *period of coverage* is 35 days per *trip*.

- SELECT MULTI-TRIP PLAN OPTION #1 Includes: Emergency Hospital & Medical coverage and a maximum amount of \$100,000 of Flight Accident Insurance. Refer to page 15 for 'Flight Accident' coverage details.
- SELECT MULTI-TRIP PLAN OPTION #2 In addition to the benefits provided under Option #1, Option #2 includes a maximum amount of \$1,000 for Trip Cancellation coverage if the loss occurs prior to departure; a maximum amount of \$2,000 for Trip Interruption after departure; and is subject to all the terms and conditions outlined under 'Trip Cancellation & Interruption'. Refer to page 18 for coverage details.

#### **YOUTH PLAN**

Coverage includes:

- Emergency Hospital & Medical for Canadians
   Refer to the Benefits section below for coverage details.
- 2. Trip Interruption \$1,500 Refer to page 26 for coverage details.
- Accidental Death & Dismemberment \$50,000 Refer to page 12 for coverage details.
- 4. Baggage \$1,000 Refer to page 29 for coverage details.

The maximum age of the *insured* is limited to 30 years.

#### BENEFITS

Benefits are payable for the following costs.

## 1. Emergency Hospital

The *insurer* agrees to pay for semi-private *hospital* accommodation and for *reasonable and customary* services and supplies necessary for the *emergency* care of the *insured* during confinement as a resident in-patient.

#### 2. Emergency Medical

The insurer agrees to pay for:

- a) The services of a legally licensed *physician*, surgeon, anaesthetist or registered graduate nurse (all of whom are not related by blood or marriage to the *insured*).
- b) The services of a legally licensed physiotherapist (who is not related by blood or marriage to the *insured*) when ordered by the attending *physician* as *treatment* for a covered *injury*.

Not to exceed \$500 for out-patient treatment.

- c) The services of a legally licensed doctor of chiropractic (who is not related by blood or marriage to the *insured*) for *treatment* of a covered *injury*. Not to exceed \$500.
- d) When performed at the time of the initial *emergency*, lab tests and/or X-ray examination as ordered by a *physician* for the purpose of diagnosis.
- e) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation), to the nearest *hospital* when reasonable and necessary.
- f) Rental of crutches or *hospital*-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other approved prosthetic appliances.
- g) Emergency out-patient services provided by a hospital.
- h) Drugs or medications that require a *physician's* written prescription, not exceeding a one-month supply. To a maximum \$500 per *insured* unless hospitalized as an in-patient.

#### 3. Meals and Accommodation

Up to a maximum of \$3,000 will be reimbursed for additional reasonable living costs, child care costs (under age 18, or physically or mentally handicapped *travelling companions* who rely on the *insured* for assistance), essential telephone calls and taxi fares incurred by the *insured* or any *insured* persons remaining with the *insured* while hospitalized as an inpatient during the *period of coverage*.

## 4. Out-of-pocket Expenses

Reimbursement of up to \$50 per day, to a maximum of \$500, for additional out-of-pocket expenses (i.e. telephone, television rental) when an *insured* is hospitalized for 48 hours or more as the result of an *emergency*. Expenses must be supported by original receipts.

#### 5. Transportation of Family or Friend

Reimbursement of up to \$3,000 for one round-trip economy class transportation by the most direct route, and up to \$1,000 for reasonable costs incurred after arrival by a *family member* or close friend of the *insured* if:

- a) The *insured* is hospitalized due to a covered *sickness* or *injury* and the attending *physician* advises the necessary attendance by such persons.
- b) The local authorities legally require the attendance of such persons to identify the *insured*'s remains in the event of death due to a covered *sickness* or *injury*.

#### 6. Return of Travelling Companion

Pays the extra cost of a one-way economy class airfare, to return the *insured's travelling companions* (under age 18, or physically or mentally handicapped *travelling companions* who rely on the *insured* for assistance) and one of the *insured's* accompanying *family members* to their province or territory of residence, when an *insured* is transported to Canada by air ambulance or

commercial stretcher, as a result of a covered *emergency sickness* or *injury* that necessitates immediate ongoing care. Must be pre-approved by AGA.

## 7. Return of Vehicle or Watercraft

Up to \$3,000 will be reimbursed for a commercial agency to return the vehicle or watercraft used for the journey, to the *insured's* home or to the rental agency, if the *insured* is unable to return to Canada with that vehicle or watercraft, due to a covered *sickness* or *injury*.

#### 8. Pet Return

Up to \$500 will be reimbursed for the cost of returning the *insured*'s accompanying dog or cat to Canada, if the *insured* is returned to Canada under the 'Emergency Transportation' benefit or hospitalized due to a covered *sickness* or *injury*.

## 9. Return of Deceased

In the event of death due to a covered sickness or injury, up to:

- \$15,000 under the Youth Plan
- \$10,000 under all other plans

will be reimbursed for the costs incurred to return the insured in a standard transportation container, to their permanent residence in Canada; or up to \$4,000 for cremation or burial at the place of death.

#### 10. Accidental Dental

Up to \$3,000 will be reimbursed for *emergency treatment* or services to whole or sound natural teeth (including capped or crowned teeth) caused by an *accidental* blow to the face. These costs cannot exceed the minimum fee specified in the Canadian Dental Association schedule of fees of the province or territory where the *insured* resides.

## 11. Dental Emergencies

Up to \$500 will be reimbursed for the immediate relief of acute dental pain caused by other than a blow to the face. Dental conditions for which the *insured* has previously received *treatment* or advice are not covered.

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

## 12. Emergency Transportation

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

#### 13. Attendant

Pays the cost of an attendant (not related to the *insured* by blood or marriage) plus the attendant's return economy class airfare, to travel with the *insured's* accompanying *insured travelling companions* (under age 18, or physically or mentally handicapped *travelling* 

companions who rely on the insured for assistance), to their province or territory of residence if an insured has been returned to Canada under the 'Emergency Transportation' benefit. This benefit is payable only when approved in advance and arranged by AGA.

- 14. Act of Terrorism Benefit reduction 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*.

## 15. Return to Original Trip Destination

If the *insured* is returned to their province or territory of residence under the 'Emergency Transportation' benefit, and the attending *physician* determines that the *treatment* received in Canada resolved the *emergency*, a maximum *aggregate limit* of \$5,000 will be paid, only when pre-approved and arranged by AGA, for a one-way economy flight to return the *insured* and one *insured travelling companion* to the original *trip* destination. The return must occur within the *period of coverage* originally provided by this benefit. A subsequent recurrence or complication of the condition that resulted in the *insured* being returned home is excluded under this policy.

#### **SPECIFIC CONDITIONS**

1. AGA must be notified prior to any surgery being performed or within 24 hours of admission to a *hospital*.

## Reduction

Failure to do so, without reasonable cause, will result in the reduction of eligible amounts payable by 20%.

2. AGA reserves the right, as reasonably required, to transfer an *insured* to any *hospital* or to transport an *insured* to Canada following an *emergency*. If the *insured* refuses to be transferred or transported when declared medically fit to travel, any continuing costs incurred after the *insured*'s refusal will not be covered and the payment of such costs becomes the sole responsibility

of the *insured*. Coverage ceases upon the *insured*'s refusal and no coverage will be provided to the *insured* for the remainder of the *period of coverage*.

3. 'General Provisions' apply. Refer to page 39.

#### **EXCLUSIONS**

Benefits are not payable for costs incurred due to:

**EHM1** Any *sickness*, *injury* or medical condition, that exhibited symptoms for which a diagnosis need not have been made or required any or all of, *medical consultation*, prescription medication, medical *treatment* or hospitalization, within the 180 days immediately prior to the *effective date*.

## If the insured is age 70 and under on the effective date:

- a) When coverage is purchased **prior** to departure:
  This exclusion applies to each *trip* of 36 days or longer including *Top-Ups* starting from the day the *insured* leaves the province/territory of residence, unless the *insured* has completed a medical questionnaire, has been approved in writing by AGA and has paid any required premium.
- b) When coverage is purchased after departure: This exclusion applies starting from the 36<sup>th</sup> day of each *trip* including *Extensions* unless the *insured* has completed a medical questionnaire, has been approved in writing by AGA and has paid any required premium.

## If the insured is age 71 and over on the effective date:

This exclusion applies to each *trip* including *Top-Ups* and *Extensions* of any duration unless the *insured* has completed a medical questionnaire, has been approved in writing by AGA and has paid any required premium.

**EHM2** Any *sickness*, *injury* or medical condition for which a diagnosis need not have been made or state of health which, prior to the *effective date* of coverage, was such as to render *expected medical treatment* or hospitalization.

**EHM3** Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

**EHM4** Act of war, kidnapping, act of terrorism caused directly or indirectly by nuclear, chemical or biological means, riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

**EHM5** Any *sickness, injury* or medical condition for which a diagnosis need not have been made where a *trip* is undertaken for the purpose of securing medical *treatment* or advice.

**EHM6** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with prescribed *treatment* or medical therapy; or the misuse of medication.

**EHM7** Any *medical consultation* that is non-*emergency*, elective or the consequence of a prior elective procedure.

**EHM8** Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**EHM9** Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, or *treatment* which can be reasonably delayed until the *insured* returns to Canada (whether or not they intend to return) by the next available means of transportation, unless approved in advance by AGA.

**EHM10** A recurrence or complication of the *sickness, injury* or medical condition that resulted in the *insured* being returned home if the *insured* elects to resume their *trip* after being returned to Canada.

**EHM11** Any rehabilitation or convalescent care.

**EHM12** *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

**EHM13** Routine or elective *treatment* for pregnancy within the first 32 weeks of the pregnancy.

**EHM14** Pregnancy, childbirth or complications thereof after the  $32^{\rm nd}$  week of pregnancy.

**EHM15** Sickness or injury resulting from a motor vehicle accident where the insured is entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.

**EHM16** Dental or cosmetic surgery unless such *emergency* surgery is a result of a covered *injury*.

**EHM17** *Treatment* or services that contravene, or are prohibited by, legislation under a provincial or territorial hospital/medical plan.

**EHM18** Naturopathic, holistic or acupuncture *treatment*.

**EHM19** Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

**EHM20** Any nuclear occurrence, however caused.

**EHM21** Treatment or surgery for a specific condition, or a related condition which the *insured* contracted in a country during a *trip*, and/or an *act of war* or an *act of terrorism*, when, before the *effective date*, a written formal warning was issued by the Department of Foreign Affairs and International Trade of the Canadian Government, advising Canadians not to travel to that country, region or city.

#### CLAIMS PROCEDURES

#### **Important Notes**

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

#### Reduction

Failure to do so, without reasonable cause, will result in the reduction of eligible benefit amounts payable by 20%.

To make your claim, fill out the claim form completely and include all original bills. Incomplete information will cause delay.

- 2. Claims must be reported within 30 days of occurrence.
- 3. Written proof of claim must be submitted within 60 days of occurrence.
- Any costs incurred for documentation or required reports are the *insured*'s or claimant's responsibility.

## When submitting your claim please include:

- A fully completed and signed claim form with all original bills and receipts. Incomplete forms will delay your claim.
- Medical records including an emergency room report and diagnosis from the medical facility or a Medical Certificate completed by the treating *physician*. Any fee for completing the certificate is not a benefit under this insurance.
- 3. For physiotherapy visits, a letter from the referring *physician* recommending a referral to the physiotherapist.
- 4. Completed appropriate provincial government health insurance plan forms; see claim form for details.
- For Multi-trip Plans, include proof of original departure from and return to your province or territory of residence.
- 6. Any other documentation that may be required and/or requested by AGA.

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

## **Accidental Death & Dismemberment**

#### **ELIGIBILITY**

To be eligible for coverage a person must:

- a) be at least 15 days old; and
- b) not reside in a nursing home and receive nursing care; and
- c) not reside in a convalescent home or rehabilitation centre; and
- d) not require assistance with activities of daily living.

## Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for each person insured under this plan, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the effective date on the application; or
- the *insured* departs from their *country of origin* or province or territory of residence.

## **End of Coverage**

Coverage ends on the earliest of the date:

- a) and time the *insured* arrives in their *country of origin*, or province or territory of residence; or
- b) indicated as the *expiry date* on the confirmation of coverage; or
- c) 365 days after the effective date for this policy.

#### **DESCRIPTION OF COVERAGE**

The *insurer* agrees to pay up to the sum insured indicated on the confirmation of coverage, for loss of life, limb or sight resulting directly from *accidental injury*, occurring during the *period of coverage*, except while boarding, riding in, or alighting from an aircraft. The total *aggregate limit* for *accidental injury* resulting from a risk insured under the 'Accidental Death & Dismemberment' benefit is \$10 million.

Coverage is limited to \$50,000 for each *insured* under the Trip Cancellation & Interruption Select Plan.

#### **BENEFITS**

Benefits are payable according to the following schedule:

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

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if the *insured* suffers more than one of these losses.

## Exposure and Disappearance

If the *insured* is exposed to the elements or disappears as a result of an *accident*, a loss will be covered if:

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

## **EXCLUSIONS**

Benefits are not payable for losses incurred due to:

**ADD1** Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide or attempted suicide; or intentional self-inflicted injury.

**ADD2** Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

**ADD3** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

**ADD4** Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**ADD5** *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

**ADD6** Being the occupant of an aircraft, either as passenger or crew, or while boarding or alighting from an aircraft.

ADD7 Any nuclear occurrence, however caused.

#### CLAIMS PROCEDURES

#### **Important Notes**

- Written proof of claim must be submitted to AGA within 90 days of occurrence.
- If the claim form is not fully completed and submitted with all required documentation this may delay your claim.
- Any costs incurred for documentation or required reports are the *insured*'s or claimant's responsibility.

## When submitting your claim please include:

- A fully completed and signed claim form by either the insured person, or in the case of death, by the appointed executor/executrix.
- 2. Police report including any witness statements.
- 3. Coroner's report.
- 4. Death certificate.
- Medical Certificate completed by the attending physician or hospital medical records.
- 6. Any other documents requested by AGA after initial review of the claim.

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# Flight Accident

#### **ELIGIBILITY**

To be eligible for this coverage a person must be at least 15 days old.

## Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for this insurance, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the effective date on the application; or
- c) the *insured* commences travel as described under the 'Insured Risks' section of this coverage.

#### **End of Coverage**

Coverage ends on the earliest of:

- a) the expiry date on the confirmation of coverage; or
- the date and time the *insured* ceases travel as described under the 'Insured Risks' section of this coverage.

## **DESCRIPTION OF COVERAGE**

The *insurer* agrees to pay up to a maximum sum insured of either \$200,000 or \$500,000 as indicated on the confirmation of coverage, for loss of life, limb or sight directly resulting from *accidental injury* occurring worldwide during the *period* of *coverage*.

- Each person insured under the 'Multi-trip Select Plan' has a maximum sum insured of \$100,000.
- Each person insured under 'Trip Cancellation & Interruption Select Plan' has a maximum sum insured of \$100,000.

Coverage is for all flights ticketed and arranged prior to the *effective date*.

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

#### BENEFITS

Benefits are payable according to the following schedule:

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

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if the *insured* suffers more than one of these losses.

## Exposure and Disappearance

If the *insured* is exposed to the elements or disappears as a result of a flight accident, a loss will be covered if:

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

## **INSURED RISKS**

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

- a) Riding solely as a ticketed passenger in, or boarding or alighting from, a certified multi-engine transportation-type aircraft or passenger aircraft provided by a regularly scheduled airline on any regularly scheduled *trip* operated between licensed airports.
- b) On airport premises immediately before boarding or immediately after alighting from an aircraft; or while riding as a passenger in an airport limousine or bus, or surface vehicle provided, and arranged for, by the airline or airport authority, when going to or after being at an airport for the purpose of boarding an aircraft or alighting from an aircraft.

#### **EXCLUSIONS**

Benefits are not payable for loss resulting from:

**FAC1** Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide or attempted suicide; or intentional self-inflicted injury.

**FAC2** Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

**FAC3** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

FAC4 Any nuclear occurrence, however caused.

#### **CLAIMS PROCEDURES**

#### **Important Notes**

- 1. Written proof of claim must be submitted within 90 days of occurrence.
- To submit your claim, fill out the claim form completely and include all necessary documents. Incomplete information will cause delay.
- Any costs incurred for documentation or required reports are the *insured's* or claimant's responsibility.

#### When submitting your claim please include:

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

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# **Trip Cancellation & Interruption**

Basic Plan Select Plan All-inclusive Package – USA and Non-USA Plans

#### **ELIGIBILITY**

To be eligible for coverage a person must:

- a) be at least 15 days old; and
- b) be scheduled to travel on a *trip* to, from or within Canada: and
- c) purchase this coverage prior to leaving for the trip; and
- d) if purchasing this coverage at the time of, or after the initial trip payment, or after cancellation penalties are applicable, an *insured* must be in good health and know of no reason to:
  - i. seek medical attention; and
  - ii. cancel the trip; and
  - iii. make any claim.

#### Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for a specific plan of insurance, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the application date.

## **End of Coverage**

Coverage ends on the earliest of the date:

- a) of occurrence of the Insured Risk which results in the cancellation of the *insured's trip* prior to the scheduled departure date; or
- b) and time the *insured* returns to their permanent residence; or
- indicated as the *expiry date* on the confirmation of coverage; or
- d) 365 days from the *application date* for 'Prior to Departure' benefits.

#### **DESCRIPTION OF COVERAGE**

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

#### **ALL-INCLUSIVE PACKAGE**

## USA Plan Non-USA Plan

Coverage includes:

- 'Emergency Hospital & Medical for Canadians' Refer to page 4 for coverage details.
- 'Trip Cancellation & Interruption Select Plan' Refer to page 20 for coverage details.

#### **BENEFITS** For Basic Plan and Select Plan

Benefits are payable for the following costs:

## a) Prior to Departure

- The non-refundable, non-recoverable portion of prepaid airfare and/or pre-paid travel arrangements.
- ii. The single supplement charged as the result of a travelling companion or accompanying family member who is unable to travel due to an 'Insured Risk'.

#### b) After Departure

- i. The extra cost of economy transportation by the most direct route to continue with the insured *trip* if the *insured* misses a portion of his/her *trip* due to *sickness or injury* of the *insured*, a *travelling companion* or accompanying *family member*.
- ii. The non-refundable portion of unused, pre-paid, insured travel arrangements for the *trip* (excluding partially used airline tickets) booked prior to departure, and the extra cost of economy airfare by the most direct route, to return to the point of departure.
- iii. In the event of death due to a covered *sickness* or *injury*, up to \$10,000 will be reimbursed for costs incurred to return the *insured* in a standard transportation container, to their permanent residence, or up to \$4,000 for cremation or burial at the place of death, when the *insured* is not covered under any other insurance plan.

## c) Prior To or After Departure

In the event that a delay of the connecting carrier or automobile at the departure point causes a missed connection, provided the connecting carrier or automobile was scheduled to arrive not less than 90 minutes prior to the scheduled connection time due to:

- Weather conditions, volcanic eruptions, natural disaster, or mechanical failure of the connecting carrier (airline, bus, train or government-operated ferry system); or
- Traffic accident or emergency police road closure (police report required) causes the delay of a private or commercial automobile.

The *insurer* agrees to pay:

- the extra cost of economy transportation to the ticketed destination;
- ii. the unusable pre-paid, insured travel arrangements purchased prior to the *effective date*; and
- iii. an out-of-pocket allowance of up to \$200 per day to a maximum of \$600 for commercial accommodation and meals, essential telephone calls and taxi fares.

## **ADDITIONAL BENEFITS** For Select Plan

Benefits are payable for the following costs:

#### 1. Meals and Accommodation

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

## 2. Delayed Baggage

In the event that the *insured's* luggage or personal possessions are delayed or lost for 12 hours or more, while en route and before returning to the original point of departure, costs for reasonable and necessary toiletries and clothing will be reimbursed up to a maximum of \$400. Purchases must be made within 36 hours of arrival at the *insured's* destination and prior to receipt of the *insured's* baggage.

#### 3. Tour Operators

In the event that the *insured's* tour is cancelled or rescheduled by the tour operator for any reason other than *default*, up to \$1,000 will be payable for the non-refundable pre-paid travel arrangements that are not a part of the cancelled or rescheduled tour package.

#### 4. Accidental Death & Dismemberment

\$50,000 sum insured.

Refer to page 12 for details of coverage.

## Flight Accident

\$100,000 sum insured.

Refer to page 15 for details of coverage.

## 6. Baggage

\$1,000 sum insured.

Refer to page 29 for details of coverage.

## **INSURED RISKS**

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

#### Health

 Sickness, injury or death of the insured, or a family member, or a travelling companion, or travelling companion's family member or a key employee of the insured.

- 2. The death of a friend of the insured.
- 3. The death or hospitalization of the *insured's* host at the destination.
- 4. **Sickness, injury** or death of a person or persons with whom arrangements were made for the care of dependents living in the *insured's* household.

#### Legal

- The *insured* has been called to jury duty, or been subpoenaed as a witness, and the court proceeding is scheduled to be heard during the period of the *trip* (excluding law enforcement officers).
- The legal adoption of a child by the *insured* during the period of the *trip*, which necessitates cancellation of the *trip*.

#### External

- 7. The schedule change of the airline carrier that is providing transportation for a portion of the insured *trip*, causing the *insured* to miss a connection or resulting in the interruption of the insured travel arrangements.
- 8. The *insured's* failure to obtain a valid travel visa (excluding an immigration, student or employment visa) necessary to enter the country of destination of the *trip*, for reasons beyond the *insured's* control provided the *insured* is a *Canadian resident* and eligible to apply, and the failure to obtain valid documents is not the result of a late or previously denied application.
- 9. **Default** of a Canadian *travel supplier* ceasing operations as a result of bankruptcy.
- A disaster which renders the *insured's* principal residence, in their country of permanent residence, uninhabitable.
- 11. A statement made in the 'Travel Report' issued by the Canadian Department of Foreign Affairs and International Trade after the *application date*, advising or recommending that Canadians avoid travel to the booked destination for a period that would include the *insured's* scheduled trip.
- 12. Hijacking or quarantine of the *insured*.
- 13. Adverse weather which would prevent the *insured* from travelling for a period not less than 30% of the total duration of the insured *trip* when the *insured* chooses not to continue with the *trip* prior to departure from the point of origin.
- 14. Cancellation prior to departure, of a *business meeting* that the *insured* is required to attend by his/her employment or a conference arranged by the *insured's* professional association, and the cancellation is beyond the control of the *insured*, the *insured's* employer or association.
- 15. Rescheduling of an examination at an accredited Canadian or American university or college after the *trip* was booked and due to circumstances beyond the *insured's* control. A copy of the original official

examination schedule and the notice of rescheduling must accompany any claim submission. The rescheduled examination must occur during the *period of coverage*.

#### Work

- 16. A job transfer within 30 days of the *insured's* scheduled departure date, by the *insured's* employer, that requires relocation of the *insured's* principal residence (not applicable to self-employed persons).
- 17. Unforeseeable, involuntary termination without just cause of an *insured*'s or an *insured*'s *travelling companion*'s permanent employment, provided they have been employed by the same employer for at least one year; excluding self-employment or contract work.

#### **SPECIFIC CONDITIONS**

- Upon the occurrence of an 'Insured Risk' that results in cancellation, curtailment or delay of the *insured's trip*, the *travel supplier* or agent must be notified on the same day or next business day that the cause of cancellation, *injury* or ultimate diagnosis of *sickness* occurs.
- Benefits are limited to the non-refundable amounts assessed by the *travel supplier* as of the date of occurrence of the 'Insured Risk', *injury* or the ultimate diagnosis of a *sickness*.
- When family members are travelling together, the total aggregate limit is 12 insured persons, regardless of the number of policies issued, unless authorized by AGA.
- When travelling companions are travelling together, the total aggregate limit is 5 insured persons, regardless of the number of policies issued, unless authorized by AGA.
- 5. No benefits are payable when the *insured's* return to the point of origin is beyond 10 days from the *expiry date* specified in the confirmation of coverage, unless the *insured* or a *travelling companion* suffering the *sickness or injury* was confined in a *hospital*, or was certified as medically unfit to travel by the attending *physician* at the location *treatment* was provided.
- 6. Reimbursement of any eligible additional costs are limited to the lesser of:
  - a) the change-fee;
  - b) a one-way economy class airfare; or
  - c) a return economy class airfare;
  - all by the most direct route.
- All claims due to sickness or injury must be supported by documentation from the attending physician at the location where sickness or injury leading to cancellation occurred.
- 8. 'General Provisions' of this policy apply. Refer to page 39.

#### **EXCLUSIONS**

Benefits are not payable for costs incurred due to:

**CANX1** Any sickness, injury or medical condition of an insured, family member, travelling companion or travelling companion's family member or key employee of the insured, that exhibited symptoms for which a diagnosis need not have been made or required any or all of: medical consultation, medical treatment or hospitalization, within the 90 days immediately preceding the application date. A sickness, injury or medical condition controlled by the consistent use of prescribed medication is covered unless it had deteriorated, or required investigation or had a change in medication type or dosage during that 90 day period.

**CANX2** Any *sickness, injury* or medical condition for which a diagnosis need not have been made or state of health which, prior to the *application date*, was such as to render *expected medical treatment* or hospitalization.

**CANX3** Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentionally self-inflicted injury.

**CANX4** Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

**CANX5** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

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

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

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

**CANX9** *Injury* resulting from training or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

**CANX10** Loss incurred as a result of pregnancy, or childbirth, or complications thereof occurring after the 32<sup>nd</sup> week of pregnancy.

**CANX11** Loss incurred as a result of pregnancy which are routine or elective and which occur within the first 32 weeks of pregnancy.

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

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

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

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

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

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

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

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

**CANX20** Any amounts assessed by the *travel supplier* that are non-refundable after the date of the occurrence of an 'Insured Risk', *injury* or ultimate diagnosis of a *sickness* that was the cause of the cancellation, regardless of the date the *trip* was cancelled.

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

#### **CLAIMS PROCEDURES**

- 1. Claims must be reported within 30 days of occurrence.
- 2. Written proof must be submitted within 90 days of occurrence.

#### **Important Notes:**

- a) If an insured trip must be cancelled, the travel supplier or agent must be notified on the day (or the next business day) that the cause of cancellation occurs. Benefits are limited to the amounts that are non-refundable, at the occurrence date of the 'Insured Risk' that was the cause for cancellation, regardless of the date the trip is cancelled.
- b) Any fees for the completion of medical certificates or claims forms are not covered under this insurance.

## When submitting your claim please include:

## a) Trip Cancellation, Interruption and Delay

- A fully completed and signed claim form. Incomplete forms will be returned and will delay processing of your claim.
- Both the *insured* and the claimant (if other than the *insured*) must sign the Authorization and Certification.
- iii. A Medical Certificate completed by the treating *physician*. A copy of the patient's/deceased's medical records may be required.
- iv. If cancellation is due to death, copy of death certificate.
- v. If cancellation is due to any reason other than *sickness, injury* or death, please contact the Claims Department for detailed claims requirements.

# b) Prior to Departure (in addition to the requirements for item a) above)

- Itemized copy of the invoice confirming the amount paid for your *trip*, including the cost of airfare, hotel, taxes, service fees and any other expenses.
- ii. Proof of payment such as: a credit card statement, a copy of a cancelled cheque, or a copy of the official receipt issued by the travel agency.
- iii. Statement of refund from the *travel supplier* or agent if applicable.
- Original unused airline tickets and any other original travel documentation (if you did not get a refund from any other source).

# c) After Departure

## (in addition to the requirements for item a) above)

- Original unused airline ticket and passenger coupon of the new replacement ticket purchased to return home.
- If only a change-fee was charged, receipt showing the amount charged.
- For an unused tour, provide a copy of the original invoice, breakdown of unused tour cost, and a copy of the travel itinerary.
- iv. Any original receipts for out-of-pocket expenses incurred due to interruption or delayed return.
- v. Any other documentation to support your claim.

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# Trip Interruption

#### **ELIGIBILITY**

To be eligible for coverage a person must be:

- a) at least 15 days old; and
- b) scheduled to travel on a *trip* to or from Canada.

## Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for this insurance, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the effective date on the application; or
- the *insured* departs from their province or territory of residence.

#### **End of Coverage**

Coverage ends on the earliest of the date:

- a) and time the *insured* returns to their permanent residence; or
- b) indicated as the *expiry date* on the confirmation of coverage; or
- c) 365 days from the effective date; or
- d) the date a *trip* is interrupted as a result of an 'Insured Risk'.

#### **DESCRIPTION OF COVERAGE**

The *insurer* agrees to pay up to the sum insured indicated on the confirmation of coverage, for loss resulting from an 'Insured Risk' occurring during the *period of coverage* and which necessitates the immediate return of an *insured* during the *period of coverage*.

#### BENEFITS

'Trip Interruption' benefits are payable for the actual extra cost of one-way economy transportation by the most direct route to the point of departure from Canada.

#### **INSURED RISKS**

The benefits indicated above are payable if the *insured's trip* is interrupted prior to the scheduled return date as the result of:

- Sickness, injury or death of the insured or the insured's family member, or an insured travelling companion, or the insured travelling companion's family member, or a key employee of the insured.
- A disaster which renders the *insured's* principal residence, in their country of permanent residence, uninhabitable.
- Sickness, injury or death of a person or persons with whom arrangements were made for the care of the insured's dependents.

#### SPECIFIC CONDITIONS

- 1. No benefits are payable when the *insured's* return to the point of origin is beyond 10 days from the *expiry date* specified in the confirmation of coverage, unless the *insured* or a *travelling companion* suffering the *sickness* or *injury* was confined in a *hospital*, or was certified as medically unfit to travel by the attending *physician* at the location *treatment* was provided.
- 2. Reimbursement of any eligible additional extra costs are limited to the lesser of:
  - a) the change-fee; or
  - b) a one-way economy class airfare; or
  - c) a return economy class airfare;
  - all by the most direct route.
- All claims due to sickness or injury must be supported by documentation from the attending physician at the location where the sickness or injury occurred.

## **EXCLUSIONS**

Benefits are not payable for costs incurred due to:

**TRIP1** Any *sickness, injury* or medical condition, of an *insured, family member, travelling companion* or *travelling companion's family member* or *key employee* of the *insured,* that exhibited symptoms for which a diagnosis need not have been made or required any or all of *medical consultation*, medical *treatment*, or hospitalization, within the 90 days immediately preceding the *effective date*. A *sickness, injury* or medical condition controlled by the consistent use of prescribed medication is covered unless it had deteriorated, or required investigation or had a change in medication type or dosage during that 90 day period.

**TRIP2** Any *sickness, injury* or medical condition for which a diagnosis need not have been made, or state of health which, prior to the *effective date*, was such as to render *expected medical treatment* or hospitalization.

**TRIP3** Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide, attempted suicide; or intentional self-inflicted injury.

**TRIP4** Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

**TRIP5** Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

**TRIP6** Any *sickness, injury* or medical condition for which a diagnosis need not have been made, where the *trip* is undertaken for the purpose of securing medical *treatment* or advice.

**TRIP7** Any *medical consultation* or *treatment* that is non-*emergency*, elective or the consequence of a prior elective procedure.

**TRIP8** Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

**TRIP9** *Injury* resulting from training or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

**TRIP10** Pregnancy, childbirth, or complications thereof occurring after the 32<sup>nd</sup> week of pregnancy.

**TRIP11** Routine or elective *treatment* for pregnancy within the first 32 weeks of the pregnancy.

**TRIP12** A *trip* undertaken for the purpose of visiting or attending to an ailing person whose medical condition or ensuing death is the cause of curtailment of the insured *trip*.

**TRIP13** Any event that occurred prior to departure, for which it is reasonable to expect that the *insured* would have to return early from their *trip*.

TRIP14 Any nuclear occurrence, however caused.

## **CLAIMS PROCEDURES**

#### **Important Notes**

- 1. Claims must be reported within 30 days of occurrence.
- 2. Written proof of claim must be submitted within 90 days of occurrence.
- Any fees for the completion of medical certificates or claim forms are not covered under this policy.

#### When submitting your claim please include:

- Fully completed and signed claim form. Incomplete forms will be returned and will delay processing of your claim.
- 2. Both the claimant and *insured* (if different from claimant) must sign the Authorization and Certification.
- 3. The original unused ticket (if applicable) and the passenger coupon of the new ticket purchased to return home, along with a receipt or credit card slip showing the amount paid.

#### In addition to the above:

If the loss is due to *sickness, injury* or death, include the following:

 A medical certificate completed by the treating *physician*. A copy of the patient's/deceased's medical records may be required.

2. If cancellation is due to death, a copy of the death certificate.

If the loss is due to disaster rendering your principal residence uninhabitable, please include the following:

• Copy of police report, fire department incident report or insurance investigative report.

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# **Baggage**

#### **ELIGIBILITY**

To be eligible for coverage a person must:

- a) be travelling on a trip to, from, or within Canada; and
- b) purchase coverage for the entire duration of the *trip*.

## Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for this insurance, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by AGA or its representative; or
- b) indicated as the effective date on the application; or
- the *insured* departs from their province, territory or country of residence.

## **End of Coverage**

Coverage ends on the earliest of the date:

- a) and time the *insured* returns to their province, territory or country of residence; or
- indicated as the *expiry date* on the confirmation of coverage; or
- c) 365 days after the effective date for this coverage.

#### **DESCRIPTION OF COVERAGE**

1. The *insurer* agrees to pay up to a maximum sum insured of either \$1,000 or \$1,500 as indicated on the confirmation of coverage, for loss or damage to owned or borrowed baggage and personal effects normally carried by the *insured*.

Coverage is limited to \$1,000 under the 'Trip Cancellation & Interruption Select Plan.'

#### Reduction

- The amount of loss or damage sustained in each event shall be determined separately, and any benefits payable are in excess of any amounts available under any other insurance or source.
- Coverage is subject to a \$50 deductible, for each insured event causing loss.
- 4. The *insurer's* liability shall be limited to \$300 per single article, matched pair or set or group of related articles.

## 5. The *insurer* will pay the lesser of the following:

- a) the actual cash value of the property, with proper deduction for depreciation, at the time of loss or damage; or
- b) the amount for which the property could be repaired to its condition prior to the damage; or
- the amount for which the property could be replaced with property of like kind and quality.

#### BENEFITS

The *insurer* agrees to pay for the following:

#### 1. Personal Effects

Items for the personal use, adornment or amusement of the *insured* or any of the *insured's family members* who are travelling with the *insured*.

## 2. Personal Currency

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

#### 3. Wheelchair

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

#### 4. Injury of Accompanying Cat or Dog

Up to \$500 for emergency care due to unexpected *injury* of an accompanying cat or dog.

#### 5. Travel Documents

Up to an *aggregate limit* of \$200 for the replacement cost of any of the following documents: passport, driver's license, birth certificate or travel visa when the loss is caused directly by theft or robbery and supported by a police report.

#### **EXCLUSIONS**

Benefits are not payable for loss as a result of:

**BAG1** Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

BAG2 Normal wear and tear, deterioration, moths or vermin.

**BAG3** Loss of or damage to: contact lenses, prescription eye glasses, artificial teeth and limbs, hearing aids, forms of money and currency (except as provided under 'Personal Currency'), securities, tickets, credit cards, statuary, paintings, breakage of fragile or brittle objects, objects of art or antiques, or animals (except as specifically provided for cat or dog).

**BAG4** Theft from an unattended vehicle unless it was securely locked and there was visible evidence of forced entry.

BAG5 Any nuclear occurrence, however caused.

#### CLAIMS PROCEDURES

## **Important Notes**

- Immediately notify the airline, bus, railroad, hotel or other authorities where the theft occurred and obtain an official report. A police report is required in the event of stolen baggage or personal effects.
- 2. Written proof of claim must be submitted within 90 days of occurrence.

#### When submitting your claim please include:

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

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# Rental Car Collision Damage Protection

#### **ELIGIBILITY**

To be eligible for this coverage a person must hold a driver's license that is valid in Canada.

## Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for this insurance, the *period of coverage* begins on the latest of the date:

- a) and the time the *insured* takes control of the *automobile*; or
- b) indicated as the *effective date* on the application.

#### **End of Coverage**

Coverage ends on the earliest of:

- a) the expiry date indicated on the confirmation of coverage; or
- b) the date and time the *commercial rental agency* assumes control of the *automobile*, whether it be at their place of business or elsewhere; or
- c) the date and time the rental agreement or contract expires or is terminated; or

d) 31 days following the *effective date* unless prior approval is received from AGA.

## **DESCRIPTION OF COVERAGE**

The *insurer* agrees to pay the actual cash value at the time of the loss, to a maximum amount of \$50,000, for *physical damage or loss* of, one *automobile* rented by the *insured* from a *commercial rental agency*. The loss or damage must occur after purchase of this insurance in Canada, during the *period of coverage* and while the *automobile* is in the care, custody and control of the *insured* and/or those persons otherwise permitted to operate the *automobile* in accordance with the rental contract.

## **BENEFITS**

The maximum benefit payable is limited to the amount which would have been payable if the *insured* had purchased rental car collision damage protection from the *commercial rental agency*, less:

- a) any amount payable by the *insured's automobile* insurance policy; and
- any amount assumed, waived or paid by the commercial rental agency or its insurer; and
- any amount payable under any other insurance, including without limitation motor vehicle insurance, policy or legislative plan.

## **SPECIFIC CONDITIONS**

- The *insured* shall promptly file a report (see 'Claims Procedures') of *physical damage or loss* with AGA and provide a written notice of loss and police report, disclosing full details, within 90 days of the date of loss.
- 2. The *insured* shall examine the *automobile* and file a written report of existing damage with the *commercial rental agency* prior to acceptance of the *automobile* and the *insured* shall report in writing to the *commercial rental agency* all *physical damage or loss* which occurs during the term of the *automobile* rental agreement or contract prior to, or upon, return of the *automobile* to the *commercial rental agency*.
- The *insurer* shall pay any money for which it is liable under this policy within 60 days after receiving satisfactory proof of loss.
- In the event of an accident, malicious act, burglary, robbery, or theft, the insured must immediately report to the police or other authorities having jurisdiction, full details as required by law.
- The *insured* must decline the rental car collision damage protection offered by the *commercial rental agency*.
- A police report must accompany any claim for reimbursement if the loss exceeds \$1,000 (CAD).
- 7. The *automobile* must be rented from a duly authorized *commercial rental agency*.

- 8. The *automobile* must not be used for carrying passengers for compensation or hire or for commercial delivery.
- 9. The *insured* must not be engaged in the business of renting *automobiles* in any manner whatsoever.
- 10. No repairs, other than those that are immediately necessary for the protection of the *automobile* from further loss or damage, shall be undertaken and no evidence of the *physical damage or loss* shall be removed without the consent of AGA.
- 11. Every action or proceeding against the *insurer* under this policy must be commenced within one year after the cause of the action arose.
- 12. This policy does not provide coverage in any jurisdiction where such coverage is prohibited by law.
- 13. This coverage must be purchased in Canada prior to the *insured* assuming control of the *automobile*.
- 14. The 'General Provisions' of this policy apply. See page 39.

#### **EXCLUSIONS**

Benefits are not payable for loss or damage:

**CDW1** While sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide or attempted suicide; or intentionally self-inflicted injury.

**CDW2** Resulting from an *act of war*, kidnapping, *act of terrorism* including those caused directly or indirectly by *nuclear, chemical or biological* means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the *insured*, a *family member* or *travelling companion*.

**CDW3** If at the time of the loss, evidence supports the *insured* was affected by, or the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication.

**CDW4** Resulting from loss of use of the *automobile* or any administration fees.

**CDW5** Caused by, or contributed to by: mechanical fracture or breakdown of any part of the *automobile*; rusting, corrosion, wear and tear, gradual deterioration, inherent defect, freezing, conversion or any dishonest act of the *insured* or any other party of interest or any person to whom the property may be entrusted (bailors for hire excepted); or the *insured's* failure to preserve or protect the *automobile*; or the neglect or abuse of the *automobile* by the *insured* or any other person to whom the *automobile* was entrusted under the terms of the rental agreement.

**CDW6** Where at the time of loss the *automobile* was operated by an individual who does not hold a driver's license that is valid in Canada.

CDW7 To any contents of the automobile.

CDW8 To exotic cars.

**CDW9** Resulting from speed tests or contests.

**CDW10** Arising directly or indirectly from operation of the *automobile* contrary to the terms and conditions of the rental agreement/contract.

**CDW11** Resulting from any nuclear occurrence, however caused.

**CDW12** Where coverage is not purchased in Canada prior to the time the *insured* assumed control of the *automobile*.

#### CLAIMS PROCEDURES

## **Important Notes**

- In the event of physical damage or loss to a rental automobile for which coverage has been purchased, the insured must contact AGA within 48 hours.
- 2. Written proof of claim must be submitted within 90 days of occurrence.

## When submitting your claim please include:

- A copy of the driver's license of the person who was driving/operating the *automobile* at the time of the *accident*/loss.
- 2. A copy of the loss/damage report the *insured* completed with the *commercial rental agency*.
- 3. A copy of the police report is required when the loss results in damage or theft over \$1,000 (CAD).
- 4. A copy of the itemized repair estimate, final itemized repair bill and parts invoices and original receipts for any repairs, which the *insured* may have paid.
- 5. A copy of the rental agreement from the *commercial* rental agency.

All claims forms are available by calling our Claims Department. See page 43 for mailing address.

# **Definitions**

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

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

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

Antique automobile means a vehicle that is more than 20 years old or has not been manufactured for 10 years or more.

Application date (applicable to 'Trip Cancellation & Interruption' and 'All-inclusive Package Plans' only) means the date the *insured* applies and pays for this insurance in conjunction with the initial non-refundable costs associated with booking their *trip*.

Automobile means a vehicle rented by the *insured* from a *commercial rental agency* for his/her personal use under a written rental agreement specifically excluding a truck, van (other than a mini-van), bus, offroad vehicle (while used as such), motorcycle, moped, motorbike, recreational vehicle, all-terrain vehicle, camper or trailer, *antique automobile*, limousine, or *exotic car*.

Business meeting means a meeting scheduled before the *application date* between companies with unrelated ownership, pertaining directly to the *insured's* full-time employment or professional association, and required by the *insured's* employment.

**Canadian resident** means a landed immigrant or Canadian citizen who maintains a permanent residence in Canada to which they will return after their *trip*.

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

**Country of origin** means the country in which the *insured* maintained a permanent residence prior to entry into Canada.

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

**Effective date** means the date and time coverage begins as provided for in the section titled 'Start of Coverage and Period of Coverage' for the specific plan purchased.

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 the insured is able to continue the trip or return to their place of ordinary residence in Canada or country of origin.

**Exotic car** includes any vehicle manufactured by Aston Martin, Bentley, Ferrari, Lamborghini, Lotus, Maybach, Maserati, Morgan, Panoz, Porsche, Rolls Royce or any similar vehicle.

**Expected medical treatment** means *medical consultation*, *treatment* or hospitalization, which has been shown, by prior medical history, as probable or certain to occur.

**Expiry date** means the date coverage ends as indicated in the section titled 'End of Coverage' for the specific plan purchased.

**Extension** means a new policy issued after the *effective date* and before the *expiry date* of an existing AGA administered policy. The *effective date* of an *extension* is the date immediately following the expiry of existing policy. Each *extension* is considered a new and separate term of coverage and is subject to all terms, exclusions and conditions of the new AGA administered policy.

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

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

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

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

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

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

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

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

- Nuclear means any occurrence causing bodily injury, sickness, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- Chemical agent means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- Biological agent means any pathogenic (diseaseproducing) 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.

Physical damage or loss means loss or damage to the *automobile* for which the *insured* may be liable (excluding tires unless coincident with other covered loss or damage) caused by fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot, civil commotion or collision with another object or by upset.

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

**Professional** means an activity engaged in by the *insured* who earns the majority of their income from such activity.

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

Sickness means any illness or disease.

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

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

**Top-up** means additional coverage purchased before the departure date of a *trip* to increase the number of days of coverage available under an existing Multi-trip Emergency Hospital & Medical Insurance for Canadians. The *effective date* is the date immediately following the expiry of the number of days allowed under the existing policy, and coverage is subject to all terms, exclusions and conditions of the new AGA administered policy.

**Travel supplier** means a tour operator, travel wholesaler, airline, cruise line, provider of ground transportation or provider of commercial accommodation to the *insured* that is contracted to provide travel services to the *insured*, and that is licensed, registered or is otherwise legally authorized to operate and provide travel services.

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

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

**Trip** means the period of travel contracted by the *insured* and for which coverage is in effect.

## **General Provisions**

#### Assignment

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

## Automatic Extension of Coverage

- 1. This coverage shall be automatically extended for up to 72 hours if, during the *period of coverage*, the conveyance in which the *insured* is riding or is scheduled to ride as a passenger, scheduled to arrive at destination during the *period of coverage*, is delayed due to circumstances beyond their control.
- Coverage will be automatically extended for up to 5 days, if medical evidence supports that the *insured* is medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.
- 3. If an insured is hospitalized at the end of the period of coverage, as a result of a covered injury or sickness, this coverage will be extended to the insured and insured travelling companion(s) remaining with the insured when reasonable and necessary, during the period of hospital confinement, plus 72 hours after release to travel home.

#### Benefit Payments

Unless otherwise stated, all provisions in this policy apply to each *insured* during one *period of coverage*. Benefits are only payable under one policy, for each *insured* 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. Any benefits payable do not include interest charges.

#### Claim Submission

The *insured* or the claimant, if other than the *insured*, shall be responsible for the verification of:

- Any medical costs incurred; and shall obtain itemized accounts of all medical services which have been provided;
- Any payment made by a provincial or territorial hospital/medical plan, or, if the *insured* is not covered or is not eligible for coverage, verification of any payment that would have been made;
- Any payment made by any other insurance plan or contract:
- Providing substantiating medical documentation from their province, territory or country of residence, at the request of AGA. Failure to provide substantiating documents shall invalidate all claims under this insurance.

#### Contract

The application, 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

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

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

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

If the *insured* named in this policy is retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$50,000, AGA will not coordinate benefits with that provider.

#### Currency

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

#### Governing Law

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

### 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*, the *insured* is in good health and knows of no reason to seek medical attention.

#### Misrepresentation or Nondisclosure

A failure to disclose or misrepresentation of any material fact by the *insured*, or fraud, either at the time of application or at

the time of claim, shall render the entire contract null and void, and any claim submitted thereunder shall not be payable. Where there is an error as to the *insured*'s age, provided that the *insured* is within the insurable age limits, the premiums will be adjusted according to the *insured*'s 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 the *insured's* age on the *effective date*.

#### Rights of Examination

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

#### Right to be Reimbursed

As a condition to receiving benefits under the policy, the *insured* agrees to:

- a) reimburse the insurer for all emergency medical and hospital costs paid under the policy from any amounts the insured receives from a third party responsible (in whole or in part) for the insured's 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 damages, which include the *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 the insured reaches with the third party;
- act reasonably to preserve the *insurer's* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;
- e) keep the *insurer* or AGA informed of the status of any legal action against the third party; and
- f) advise his or her counsel of the *insurer's* right to be reimbursed under the policy.

The *insured's* obligations under this section of the policy in no way restrict the *insurer's* right to bring a subrogated claim in the *insured's* name against the third party. Should the *insurer* choose to exercise its right of subrogation, the *insured* agrees to fully cooperate with the *insurer*.

#### 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.

#### Time

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

# Refunds

# When submitting a refund request, please include:

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

Emergency Hospital & Medical Multi-trip Plans are not refundable after the *effective date*.

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.

Refunds for Trip Cancellation & Interruption and All-inclusive Package Plans are refundable prior to the date of departure only when:

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

Refunds for the following Plans:

- Baggage:
- Accidental Death & Dismemberment:
- Flight Accident;
- Trip Interruption;
- Rental Car Collision Damage Protection;

are payable when the entire *trip* is cancelled prior to the *effective date*.

#### **Important Notes**

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

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

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

For package plans, no refund will be payable for any portion of the premium if a claim has been made against any benefit included in the package.

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the *insured* 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 \$10 will not be issued.

# **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

# **Claims Procedures**

You will find the claims procedures at the end of each plan description.

#### SEND YOUR CLAIMS TO:

Allianz Global Assistance Claims Department

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

Collect worldwide: 416-340-8809

# **Emergency Procedures**

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

#### Reduction

Failure to do so, without reasonable cause, will result in the reduction of eligible benefit amounts payable by 20%.

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

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.

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

Cut along dotted line to remove wallet card



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Underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies, and administered by Allianz Global Assistance. In an emergency, our knowledgeable, caring and dedicated assistance team is ready to help at any time, in virtually any language, nearly anywhere in the world. From answering questions to taking care of you during a claim, we're here to help at every stage of your journey so you can enjoy a worry-free travel experience.

# How can we help?

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

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Global Assistance
Allianz 🕕

Insured Name(s)

Policy #

Effective Date MM/DD/YYYY Expiry Date

Purchased From

(name of travel insurance representative)

Please carry this wallet card with you.