# **Trip Cancellation and Interruption Plan**

# $\hat{\sigma}_{\mu\lambda}$ ) Travel with confidence

# Welcome to your travel insurance policy

You put all the plans in place for a good trip, and made your well-being a priority by choosing travel insurance. Allianz Global Assistance is there to support you should an unexpected emergency happen with 24/7 assistance, medical monitoring and guided care from our experienced, in-house team and network of trusted physicians and hospitals. This plan will also help keep your travel plans safe with protection for delays and trip cancellations. Take the time to get to know your *policy* before you leave on your trip and contact Allianz Global Assistance if:

- there is anything you do not understand,
- you have questions about this *policy*,
- your travel arrangements change, or
- you have a change in health.



# Quickly Claim your Expenses

# **Fast and Easy Online Claims**

For fastest claim processing, submit *your* claims through Allianz Global Assistance's secure online Claims Portal (www.allianzassistanceclaims.ca).

The majority of *our* customers use the online Claims Portal to submit their claim in a few easy steps. *You* can return to the portal at any time to track the progress of *your* claim or upload any other documents that may be requested. *Your* explanation of benefits will also be immediately available once *your* claim is finalized.

# **Contact Information**

If you need to contact Allianz Global Assistance or prefer to open a claim by phone, please use the following phone numbers:

Location	Number to call
In Canada or USA	Toll Free: <u>1-844-310-1578</u>
Outside Canada or USA	Collect: <u>1-519-514-0355</u>

International operator assistance may be required, depending on where *you* are calling from. Collect calls will be accepted.

It is recommended *you* confirm how to call Canada from *your* destination prior to departure so *you* are prepared in the event of an *emergency*.



# **Coverage Summary**

The table below shows *your* coverage at a glance. Full terms, conditions and limitations of *your* coverage begin on page 10. If a specific benefit is limited to a lower maximum (a sublimit), this will be identified in the benefit descriptions under each coverage.



Remember keep all of *your* documents together and take them with *you* when *you* travel!



#### **Trip Cancellation**

Provides pre-departure reimbursement for prepaid expenses for a covered reason if you need to cancel or reschedule your trip before the scheduled departure date. This coverage is limited to your Sum Insured shown on your Confirmation of Coverage.

# Included Coverage



#### **Trip Interruption**

Provides post-departure reimbursement for expenses for a covered reason if your trip is interrupted after departure. An interruption occurs if you need to cut your trip short or stay at your destination longer than planned.



**Travel Delay** 

Provides post-departure reimbursement for expenses for a *covered reason* if *your trip* is delayed. Travel delay coverage helps *you* get through **unexpected pauses** in *your* travel plans. There is a minimum time *your* delay must last for travel delay expenses to be covered.

# **Trip Cancellation and Interruption Plan**

# Who We Are

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Travel insurance is underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies.

Administered by Allianz Global Assistance, which is a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd. Allianz Global Assistance provides claims and travel assistance services on behalf of the insurance company.

# ) Important Notices

Travel insurance is designed to reimburse *you* for **covered losses** that are sudden and unforeseen. It does not cover every situation and expense. *Your* coverage is subject to certain conditions, limitations and exclusions. It is important for *you* to read and understand *your policy* before *you* travel.

Please note that key terms are printed in *italics* throughout this *policy* and are defined in the Definitions section on page 7. Referring to the definitions will help *you* to better understand *your policy*.

- Please review *your* Confirmation of Coverage to confirm all information *you* provided is complete and accurate. If *you* provide false information (misrepresentation) or do not share important details (non-disclosure), *your policy* may be void or voided and leave *you* without coverage.
- This *policy* must be accompanied by a Confirmation of Coverage to complete the contract.
- You must meet all Eligibility criteria on page 5 on the effective date shown on your Confirmation of Coverage. If it is determined you are ineligible for coverage, our only obligation will be to refund your premium (premium is the amount you paid for this policy).
- **Claims** for **pre-existing** *medical conditions* will only be considered if they meet the specific stability requirements on page 6.
- Any changes in *your* health may affect *your* coverage. If *you* experience a change in health after purchasing this **policy**, contact *us* to determine how this may affect *your* coverage.
- Your prior medical history may be reviewed when a claim is reported.

# **Right to Cancel**

Please review this **policy** when you receive it to ensure it meets your needs. If you are not completely satisfied with this **policy**, you may cancel it within 10 days of purchase for a full premium refund as long as you have not left on your trip and have not experienced an event that would cause you to submit a claim before you have left for your trip.

# How to navigate this policy

Consider this page *your* home base which provides *you* with an overview of this **policy**. From here *you* can easily explore the sections below by clicking on the topic *you* want to read more about.

Once you jump to your chosen section you can either continue to scroll and explore, or simply click on the

#### TABLE OF CONTENTS

button located on the bottom right of each page which will bring you back to this table of contents.

# **Table of Contents**

Coverage Conditions	
Insuring Agreement	6
Pre-existing Medical Conditions	
Definitions	7
Description of Coverage	
Trip Cancellation	10
Trip Interruption	13
Travel Delay	15
General Exclusions	16
Making Changes to Your Coverage	17
How to Claim Your Expenses	
Legal Information	
Know Your Rights	23

# **Coverage Period**

#### When Your Coverage Starts

Your coverage starts on the effective date.

For Trip Cancellation coverage, the *effective date* is the day after the completed application is accepted by *us* or *our* representative and the full premium is paid.

For all other coverages available to *you* under this **policy**, the *effective date* is the later of:

- a) The date indicated as the *effective date* on *your* Confirmation of Coverage, or
- b) The date you begin your trip.

Coverage is only provided for losses that occur while *your policy* is in effect.

## When Your Coverage Ends

Your coverage ends on the expiry date.

For Trip Cancellation coverage, the *expiry date* is the earlier of:

- a) The date indicated as the *expiry date* on *your* Confirmation of Coverage,
- b) The date you begin your trip,
- c) The date you cancel your policy, or
- d) The date *you* cancel *your trip*.

For all other coverages available to *you* under this **policy** the *expiry date* is the earlier of:

- a) The date indicated as the *expiry date* on *your* Confirmation of Coverage,
- b) The date you end your trip,
- c) The date you file a trip cancellation claim with us.

**NOTE:** Coverage remains available to all insureds listed on the Confirmation of Coverage who did not file a trip cancellation claim.

# Eligibility

Review this section to confirm you are eligible for coverage.

To be eligible for coverage, all of the following conditions must be met:

As of the effective date of your **policy**:

- 1. you must be at least 15 days old, and
- 2. you must:
  - a) be a Canadian resident, or
  - b) be travelling through Canada, or
  - c) be visiting Canada during your trip.

Canadian resident means a person legally authorized to reside in Canada and who maintains a permanent residence in Canada.

#### **Automatic Extension of Coverage**

Automatic Extension of Coverage applies to Trip Interruption coverage only.

*Your* coverage may be automatically extended beyond the *expiry date* stated on *your* Confirmation of Coverage for the following reasons:

- Medically unfit to travel: If you or your travelling companion is deemed unfit to travel due to a covered sickness or injury, your coverage will be extended until you or your travelling companion is deemed fit to travel, plus an additional five (5) days to travel to your province or territory of residence. Allianz Global Assistance medical staff in consultation with the attending physician will determine when you or your travelling companion is deemed fit to travel.
- **Transportation Delay:** If *your travel carrier* is delayed, or the automobile in which *you* are travelling is involved in a *traffic accident* or *mechanical breakdown*, preventing *you* from returning on *your* scheduled return date, *your* coverage will be automatically extended for up to 72 hours.

# **Insuring Agreement**

This section outlines the legal agreement made between *you* and *us*.

*We* will provide the coverage described in this *policy* in return for payment of the premium shown on *your* Confirmation of Coverage.

*Your* Confirmation of Coverage summarizes the benefit limits that *we* agree to provide during *your* Coverage Period.

Unless otherwise stated, benefit limits are per insured person, per *trip*. Benefits are payable up to the specified limits, in excess of any amount allowed or paid for by any other insurance plan(s) or other sources of reimbursement. All benefit limits, premiums and other amounts referenced are shown in Canadian currency. Some benefits are subject to advance approval by Allianz Global Assistance.

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# **Pre-existing Medical Conditions**

Pre-existing Medical Conditions apply to Trip Cancellation and Trip Interruption coverages only.

Expenses that are due to, contributed by, or resulting from pre-existing *medical conditions*, may qualify for coverage, if *your* pre-existing *medical condition* meets the **stability period** that applies to *you*. All exclusions, including those for specific *medical conditions*, still apply.

#### **IMPORTANT:**

If you are age 64 or younger on your effective date:

Pre existing *medical conditions* that are stable for 90 days before the *effective date* qualify for coverage, up to the **Sum Insured** shown on *your* Confirmation of Coverage.

If you are age 65 or older on your effective date:

Pre existing *medical conditions* that are stable for 150 days before the *effective date* qualify for coverage, up to the **Sum Insured** shown on *your* Confirmation of Coverage.

To be considered stable during *your* **stability period**, *your* pre-existing *medical condition* or related conditions must not have resulted in any of the following:

- 1. New treatment (including new prescriptions),
- 2. Change in *treatment* including frequency, dosage or type (including prescriptions),
- 3. Signs or symptoms,
- 4. A new diagnosis,
- 5. Test results showing your condition is worsening,
- 6. Hospitalization,
- 7. A referral to a specialist, received or recommended, or

8. Waiting for any test results, further investigation, or surgery.

The following are considered stable:

- 1. Diabetic Insulin users Routine insulin adjustment not prescribed by *your physician*, as long as insulin was not first prescribed during *your* stability period,
- Coumadin, Warfarin users Routine adjustment of these medications, as long as Coumadin or Warfarin were not first prescribed during your stability period,
- 3. A change from a brand name medication to a generic medication, or
- 4. Minor Ailments a *sickness* or *injury* that ended more than 30 days prior to *your effective* date and did not require:
  - a) *treatment* (including prescriptions) for more than 30 consecutive days, or
  - b) more than one (1) follow-up with a physician.

# ) **Definitions**

Throughout this *policy*, words and any form of the word appearing in italics are defined in this section.

# Accident(al)

An unexpected and unintended event that causes *injury*, property damage, or both.

# Accommodation(s)

A hotel or any other kind of commercial lodging for which *you* make a reservation or where *you* stay and incur an expense.

## Adoption proceeding

A mandatory legal proceeding or other meeting required by law to be attended by *you* as a prospective adoptive parent(s) in order to legally adopt a minor child.

## Aggregate limit

The total number or the maximum value of insured losses resulting from any one (1) *accident* or event causing loss.

## Baggage

Personal property you take with you or acquire on your trip.

#### **Climbing sports**

An activity utilizing harnesses, ropes, belays, crampons, or ice axes. It does not include supervised climbing on artificial surfaces intended for recreational climbing.

#### Cohabitant

A person *you* currently live with and have lived with for at least 12 consecutive months and who is at least 18 years old.

#### **Computer System**

Any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

# Covered reason(s)

The specifically named situations or events for which *you* are covered under this *policy*.

# Cyber Risk

Any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one (1) or more instances of any of the following:

 Any unauthorized, malicious, or *illegal act*, or the threat of such act(s), involving access to, or the processing, use, or operation of, any *computer system*;

- 2. Any error or omission involving access to, or the processing, use, or operation of any *computer system*;
- 3. Any partial or total unavailability or failure to access, process, use, or operate any *computer system*; or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

#### Default

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

## Departure date

The date on which *you* are originally scheduled to begin *your* travel, as shown on *your* Confirmation of Coverage.

## Effective date

As stated in the Coverage Period section.

## Emergency

Sudden, unforeseen *sickness* or *injury* occurring during the Coverage Period that requires immediate *treatment* and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that *you* are able to continue *your trip* or return to *your* province or territory of residence.

#### Epidemic

A contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.

# Expiry date

As stated in the Coverage Period section.

#### Family member

Your:

- 1. Spouse (by marriage, common law, domestic partnership, or civil union);
- 2. Cohabitants;
- 3. Parents and stepparents;
- 4. Children, stepchildren, foster children, adopted children, or children currently in the adoption process;
- 5. Siblings and stepsiblings;
- 6. Grandparents and grandchildren;
- 7. The following in-laws: mother, father, son, daughter, brother, sister, and grandparent;

- 8. Aunts, uncles, nieces, and nephews;
- 9. Legal guardians and wards; and
- 10. Paid, live-in caregivers;

#### First responder

Emergency personnel (such as a police officer, emergency medical technician, or firefighter) who are among those responsible for going immediately to the scene of an accident or emergency to provide aid and relief.

# High-altitude activity

An activity that includes, or is intended to include, going above 4500 meters in elevation, other than as a passenger in a commercial aircraft.

# High value items

Collectibles, jewelry, watches, gems, pearls, furs, cameras (including video cameras) and related equipment, musical instruments, professional audio equipment, binoculars, telescopes, *sporting equipment*, mobile devices, smartphones, computers, radios, drones, robots, and other electronics, including parts and accessories for the aforementioned items.

# Hospital

A medical facility or institution incorporated, registered and licensed as a hospital by the local jurisdiction that operates and functions for the provision of care and *treatment* of resident inpatients and where medically related services such as diagnosis, testing, *treatment* and surgery are provided and/ or made available to patients. A Hospital shall have organized facilities on its premises or on a facility available to it that can provide accommodations 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*. This does not include a convalescent or nursing home, palliative care, home for the aged, health spa, or an institution for the care of drug addiction, alcohol addiction or persons suffering from mental or emotional disorders.

# Illegal act

An act that violates law where it is committed.

# Injury or Injured

Physical bodily harm.

# Local public transportation

Local, commuter, or other urban transit system carriers (such as commuter rail, city bus, subway, ferry, taxi, for-hire driver, or other such carriers) that transport *you* or a *travelling companion* less than 150 kilometers.

# Mechanical breakdown

A mechanical issue, which prevents the vehicle from being driven normally, including an electrical issue, flat tire, or running out of fluids (except fuel).

## Medical condition

Any *sickness* (including *signs or symptoms* of undiagnosed conditions), *injury*, or condition for which *you* consulted a *physician*.

## Natural disaster

A large-scale extreme weather or geological event that damages property, disrupts transportation or utilities, or endangers people, including without limitation: earthquake, fire, flood, hurricane, or volcanic eruption.

## Pandemic

An *epidemic* that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.

## Physician

A person, other than *you*, a *family member* or a *travelling companion*, who is a medical practitioner and whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada.

## Policy

This travel insurance document containing terms and conditions of this insurance.

## Political risk

Any kind of events, organized resistance or actions intending or implying the intention to overthrow, supplant or change the existing ruler or constitutional government, including but not limited to:

- Nationalization;
- Confiscation;
- Expropriation (including Selective Discrimination and Forced Abandonment);
- Deprivation;
- Requisition;
- Revolution;
- Rebellion;
- Insurrection;
- Civil commotion assuming to proportion of or amounting to an uprising;
- Military and usurped power.

#### **Primary residence**

Your permanent, fixed home address for legal and tax purposes.

#### Professional sporting competition

A sporting competition in which competitors take part at either a professional or semi-professional level, while under contract to a club or sporting organization for payment or financial remuneration.

## Quarantine

Mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, or the captain of a commercial vessel on which *you* are booked to travel during *your trip*, which is intended to stop the spread of a contagious disease to which *you* or a *travelling companion* has been exposed.

# Refund(s)

Cash, cheque, credit, or a voucher for future travel that *you* are eligible to receive from a *travel supplier*, or any credit, recovery, or reimbursement *you* are eligible to receive from *your* employer, another insurance company, a credit card issuer, or any other entity.

#### Service animal

Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Examples of work or tasks include, but are not limited to, guiding people who are blind, alerting people who are deaf, and pulling a wheelchair. Other species of animals, whether wild or domestic, trained or untrained, are not considered service animals. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not considered work or tasks under this definition.

#### Severe weather

Hazardous weather conditions including but not limited to windstorms, hurricanes, tornados, fog, hailstorms, rainstorms, snow storms, or ice storms.

#### Sick or Sickness

Any sudden illness or disease requiring the medical care or *treatment* of a *physician*.

#### Signs or Symptoms

Any abnormalities observed or uncovered in any examination, or any evidence of *sickness* or *injury* experienced by *you*.

#### Sporting equipment

Equipment or goods used to participate in a sport.

#### Terrorist event

An act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), which constitutes terrorism as recognized by the government authority or under the laws of *your* country of residence, and is committed for political, religious, ethnic, ideological or similar purposes, including but not limited to the intention to influence any government and/or to put the public, or any section of the public, in fear. It does not include general civil disorder or unrest, protest, rioting, *political risk*, or acts of war.

## Traffic Accident

An unexpected and unintended traffic-related event, other than *mechanical breakdown*, that causes *injury*, property damage, or both.

#### **Travel carrier**

A company licensed to commercially transport passengers between cities for a fee by land, air, or water. It does not include:

- 1. Rental vehicle companies;
- 2. Private or non-commercial transportation carriers;
- 3. Chartered transportation, except for group transportation chartered by *your* tour operator; or
- 4. Local public transportation.

#### **Travel supplier**

A travel agent, tour operator, airline, cruise line, hotel, railway company, or other travel service provider.

#### **Travelling companion**

A person or *service animal* travelling with *you* or travelling to accompany *you* on *your trip*. A group or tour leader is not considered a travelling companion unless *you* are sharing the same room with the group or tour leader.

#### Treatment

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

#### Trip

Your travel to, within, and/or from a location away from your primary residence, which is originally scheduled to begin on your departure date and end on your expiry date.

#### Uninhabitable

A *natural disaster*, fire, flood, burglary, or vandalism has caused enough damage (including extended loss of power, gas, or water) to make a reasonable person find their home or destination inaccessible or unfit for use.

#### We, Us or Our

CUMIS General Insurance Company, a member of The Co-operators group of companies and/or AZGA Service Canada Inc. operating as Allianz Global Assistance (AGA).

#### You or Your

All persons listed as insureds on the Confirmation of Coverage.

# **Description of Coverage**



# **Trip Cancellation**

#### Benefits

If your trip is cancelled or rescheduled for a covered reason listed below, we will reimburse you for your non-refundable and non-transferable to another date pre-paid trip payments, deposits, cancellation fees and change fees (less available refunds), up to the maximum benefit for Trip Cancellation coverage shown on your Confirmation of Coverage.

Please note that this coverage only applies **before** *you* have left for *your trip*.

Also, if you prepaid for shared accommodations and your travelling companion cancels their trip due to one (1) or more of the covered reasons listed below, we will reimburse any additional accommodation fees you are required to pay.

#### **IMPORTANT:**

You, or someone on your behalf in case of your death, must notify all of your travel suppliers within two (2) business days of discovering that you will need to cancel your trip (this includes being advised to cancel your trip by a physician). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious sickness, injury, or medical condition prevents you from being able to notify your travel suppliers within that period, you must notify them as soon as you are able.

#### **Covered reasons**

 You or a travelling companion becomes sick or injured, or develops a medical condition disabling enough to make you cancel your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following condition applies:

- a) A *physician* or other medical practitioner (as applicable), including dentists, licensed within their respective field advises *you* or a *travelling companion* to cancel *your trip* before *you* cancel it.
- 2. A family member who is not travelling with you becomes sick or injured, or develops a medical condition (including being diagnosed with an *epidemic* or *pandemic* disease such as COVID-19).

a) The *sickness, injury,* or *medical condition* <u>*must*</u> be considered life threatening by a *physician,* or require hospitalization.

- 3. You, a travelling companion, a family member, or your service animal dies on or after your **policy's** coverage effective date and before your trip.
- 4. You or a *travelling companion* is *quarantined* before *your trip* due to having been exposed to:
  - a) A contagious disease other than an *epidemic* or *pandemic*; or
  - **b)** An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The quarantine is specific to you or a travelling companion, meaning that you or a travelling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is travelling. This condition (ii) applies even if the *quarantine* order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.
- 5. You or a travelling companion is in a traffic accident on the departure date.

One (1) of the following conditions must apply:

- a) You or a travelling companion need medical attention; or
- **b)** *Your* or a *travelling companion's* vehicle needs to be repaired because it is deemed not safe to operate in accordance with the local laws and regulations.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

a) The attendance is not in the course of *your* occupation (for example, if you are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer, or other such occupation, this would not be covered).

The following condition applies:

- 7. Your primary residence becomes uninhabitable.
- 8. Your travel carrier cannot get you to your original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one (1) of the following reasons:
  - a) A natural disaster;
  - b) Severe weather;
  - c) Strike, unless threatened or announced prior to the purchase of your *policy*;
  - d) Government-mandated shutdown of airline or train operations. This does not include travel alerts/ bulletins or prohibitions by any government or public authority.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your policy's* Trip Cancellation coverage maximum benefit:

- a) The necessary cost of the alternative transportation, less available *refunds*; and
- b) The cost of any lost prepaid *accommodations* caused by *your* delayed arrival, less available *refunds*.

The following conditions apply:

- a) Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- b) Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your* **policy**.
- 9. You or a *travelling companion* is terminated or laid off by a current employer after your **policy's** purchase date.

The following conditions apply:

- a) The involuntary termination or permanent layoff is not *your* or *your travelling companion's* fault;
- b) The employment must have been permanent (not temporary or contract); and
- c) The employment must have been for at least 12 continuous months.
- 10. You or a travelling companion secures new permanent and paid employment, after your policy's purchase date, that requires presence at work during the originally scheduled trip dates.
- **11.** Your or a travelling companion's primary residence is permanently relocated by at least 150 kilometers due to a transfer by your or a travelling companion's current employer. This coverage includes relocation due to transfer by your spouse's current employer.

- 12. You or a travelling companion serving as a first responder is called in for duty due to an accident or emergency (including a natural disaster) to provide aid or relief during the originally scheduled trip dates.
- **13.** You or a travelling companion receive a legal notice to attend an adoption proceeding during your trip.
- **14.** You, a *travelling companion*, or a *family member* serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- **15.** You or a *travelling companion* is medically unable to receive an immunization required for entry into a destination.
- **16.** Your or a travelling companion's travel documents required for the *trip* are stolen.

The following conditions apply:

- a) You must make diligent efforts and provide documentation of your efforts to obtain replacement documents that would allow you to keep the originally scheduled *trip* dates.
- **b)** *You* must have filed and retained a copy of a report with the appropriate local authorities within 24 hours of discovery of the loss.
- 17. Default of a Canadian travel supplier ceasing operations, you and your travelling companion shall each be covered up to the limits shown on your Confirmation of Coverage. This covered reason is subject to aggregate limits for all losses resulting from the default of one (1) travel supplier and for all losses resulting from all defaults of all travel suppliers during any one (1) calendar year as shown on your Confirmation of Coverage.
- **18.** You or a *travelling companion* is refused a tourist visa by the authorities of the destination or transit country.
- **19.** You find out you are pregnant after purchasing this **policy**.
- 20. You need to attend the birth of a family member's child.
- 21. Your destination becomes uninhabitable.
- 22. Family outside *your* province or territory of residence cannot accommodate *you* during your *trip*, as planned, because someone in their household has died, become seriously *sick* or *injured*, or developed a serious *medical condition*.
- 23. Government authorities order a mandatory evacuation due to *a natural disaster* at *your* destination that is in effect within 24 hours prior to *your departure date*.

The following condition applies:

a) Your **policy** was purchased prior to public knowledge of the event leading to the mandatory evacuation.

24. You or a travelling companion legally separates or divorces on or after your **policy's** coverage effective date but before your scheduled departure date.

The following condition applies:

- a) Your **policy** was purchased within 14 days of the date of the first *trip* payment or deposit
- **25.** Your or a travelling companion's vehicle experiences a mechanical breakdown on the way to the departure point of your trip.
- 26. Your or a travelling companion's primary vehicle intended for transporting you or the travelling companion to the point of your trip's departure or intended to be the primary mode of transportation during your trip is stolen.
- 27. You are required to sit for an exam that was rescheduled by an accredited university or college after your trip was booked and due to circumstances beyond your control. The rescheduled examination must occur during the trip.
- 28. Your tour operator or commercial event organizer cancels *your* multi-day tour or multi-day event that is the main purpose of *your trip* and was purchased prior to *your departure date* due to:
  - a) A natural disaster;
  - b) Severe weather.

NOTE: Coverage is only available for lost, pre-paid, nontransferrable to another date and non-refundable cost of *accommodations* and transportation to and from the cancelled multi-day tour or multi-day event. We will not reimburse *you* for the cost of the cancelled multi-day tour or multi-day event.

- **29.** An event, including a *terrorist event*, *epidemic* or *pandemic*, a *natural disaster* or *political risk* which results in:
  - a) The Canadian government issuing a travel advisory to avoid all non-essential travel or avoid all travel for *your* ticketed destination, after *your effective date*, for a period that includes *your trip*. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a *travel carrier*, or
  - b) A provincial or territorial government issues restrictions or border closures prohibiting entry or travel for *your* destination, after *your effective date*, for a period that includes *your trip*.
- **30.** You miss your connecting flight as a result of a schedule change of the airline carrier that is providing transportation for a portion of your insured *trip*.

The following condition applies:

a) The connecting flight must be scheduled to depart from a Canadian airport.



#### **Exclusions**

This section describes the exclusions applicable to Trip Cancellation coverage under *your policy*. In addition to the following exclusions, Trip Cancellation coverage is subject to the General Exclusions found on page 16.

An exclusion is something that is not covered by this *policy*, and therefore no reimbursement would be available. *We* will not pay for any expenses that are in any way due to, contributed to by, or resulting from:

- 1. Pre-existing *medical conditions* that do not meet the stability period as stated in Pre-existing Medical Conditions on page 6.
- 2. Normal, complication-free pregnancy or childbirth except when and to the extent that normal, complication-free pregnancy is expressly referenced in and covered under Trip Cancellation coverage.
- 3. Fertility treatments or elective abortion;
- 4. Your travel to a country, region or city for which:
  - a) A published formal travel advisory has been issued by the Canadian government, before the *effective date* of your **policy**, advising travellers to avoid non-essential travel or to avoid all travel, and your trip is cancelled as a result of the reason for the travel warning.
  - b) A published formal travel advisory, related directly or indirectly to a previously lifted travel advisory, has been issued by the Canadian government, advising travellers to avoid non-essential travel or to avoid all travel, and *your trip* is cancelled as a result of the reason for the travel advisory.
- 5. Benefits are not payable for costs incurred due to 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.

# **IMPORTANT:**

*You* are not eligible for reimbursement under this coverage if:

- 1. Your travel carrier tickets do not show travel date(s); or
- 2. The travel dates on your **policy** do not represent *your* actual travel dates.

# **Trip Interruption**

# Benefits

If you have to interrupt your trip or end it early due to one (1) or more of the covered reasons listed below, we will reimburse you, up to the maximum benefit for Trip Interruption coverage shown on your Confirmation of Coverage, less available refunds, for:

- i. The prorated portion of *your* insured unused nonrefundable *trip* payments and deposits.
- ii. Additional accommodation fees you are required to pay, if you prepaid for shared accommodations and your travelling companion has to interrupt their trip.
- iii. Necessary transportation expenses you incur to continue your trip or return to your primary residence.
  - We will reimburse you either for the return travel carrier ticket to your primary residence or for the non-refundable portion of your original return ticket, but not both.
- iv. Additional accommodation and transportation expenses if the interruption causes you to stay at your destination (or the location of the interruption) longer than originally planned. There is a per **policy** maximum of \$350 per day to a maximum of \$1,500 for this benefit.

#### **IMPORTANT:**

You, or someone on your behalf in case of your death, must notify all of your travel suppliers within two (2) business days of discovering that you will need to interrupt your trip (this includes being advised to interrupt your trip by a physician). If you notify any travel suppliers later than that and get a smaller refund as a result, we will not cover the difference. If a serious sickness, injury, or medical condition prevents you from being able to notify your travel suppliers within that period, you must notify them as soon as you are able.

#### **Covered reasons**

 You or a travelling companion becomes sick or injured, or develops a medical condition disabling enough to make you interrupt your trip (including being diagnosed with an epidemic or pandemic disease such as COVID-19).

The following conditions apply:

a) A *physician* or other medical practitioner (as applicable), including dentists, licensed within their respective field must either examine or consult with *you* or the *travelling companion* before *you* make a decision to interrupt the *trip*. 2. A family member who is not travelling with you becomes sick or injured, or develops a medical condition (including being diagnosed with an *epidemic* or a *pandemic* disease such as COVID-19).

The following condition applies:

- a) The *sickness, injury,* or *medical condition* must be considered life threatening by a *physician,* or require hospitalization.
- 3. You, a travelling companion, family member, or your service animal dies during your trip.
- 4. You or a *travelling companion* is *quarantined* during *your trip* due to having been exposed to:
  - a) A contagious disease other than an *epidemic* or *pandemic*; or
  - **b)** An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The quarantine is specific to you or a travelling companion, meaning that you or a travelling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and
    - ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is travelling. This condition (ii) applies even if the quarantine order or directive specifically designates *you* or a *travelling companion* by name to be *quarantined*.
- 5. You or a travelling companion is in a traffic accident.

One (1) of the following conditions must apply:

- a) You or a *travelling companion* needs medical attention; or
- **b)** Your or a travelling companion's vehicle needs to be repaired because it is deemed not safe to operate in accordance with the local laws and regulations.
- 6. You are legally required to attend a legal proceeding during your trip.

The following condition applies:

a) The attendance is not in the course of *your* occupation (for example, if *you* are attending in *your* capacity as an attorney, court clerk, expert witness, law enforcement officer or other such occupation, this would not be covered).

- 7. Your primary residence becomes uninhabitable.
- 8. Your travel carrier cannot get you to your original itinerary's destination for at least 24 consecutive hours from the originally scheduled arrival time due to one (1) of the following reasons:
  - a) A natural disaster;
  - b) Severe weather;
  - c) Strike, unless threatened or announced prior to the purchase of your *policy*;
  - d) Government-mandated shutdown of airline or train operations. This does not include travel alerts/ bulletins or prohibitions by any government or public authority.

However, if *you* can get to *your* original destination another way, *we* will reimburse *you* for the following, up to *your* **policy's** *trip* interruption coverage maximum benefit:

- i. The necessary cost of alternate transportation, less available *refunds*; and
- ii. The cost of any lost prepaid accommodations caused by your delayed arrival, less available refunds.

The following conditions apply:

- a) Alternate transportation arrangements must be in a similar or lower class of service as *you* were originally booked with *your travel carrier*.
- b) Coverage for a strike does not apply when the striking workers are employed by the *travel carrier*, or an affiliate of the *travel carrier*, from which *you* purchased *your* **policy**.
- 9. You or a *travelling companion* serving as a *first responder* is called in for duty due to an *accident* or *emergency* (including a *natural disaster*) to provide aid or relief during the originally scheduled *trip* dates.
- **10.** You or a *travelling companion* is a traveller on a hijacked aircraft, train, vehicle, or vessel.
- **11.** You, a travelling companion, or a family member serving in the armed forces is reassigned or has personal leave status changed, except because of war or disciplinary action.
- **12.** You miss at least 50% of the length of your trip due to one (1) of the following:
  - a) A *travel carrier* delay (this does not include a *travel carrier's* cancellation prior to *your departure date*);
  - b) A strike, unless threatened or announced prior to the purchase of *your policy*;
  - c) A natural disaster;
  - d) Roads are closed or impassable due to severe weather;
  - e) Lost or stolen travel documents that are required and cannot be replaced in time for continuation of *your trip*;

- i. You must make diligent efforts and provide documentation of your efforts to obtain replacement documents;
- ii. *You* must have filed and retained a copy of a report with the appropriate local authorities within 24 hours of discovery of the loss.
- f) Civil disorder, unless it rises to the level of *political risk*.
- 13. A travel carrier denies you or a travelling companion boarding based on a suspicion that you or a travelling companion has a contagious medical condition (including an epidemic or pandemic disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.
- 14. You need to attend the birth of a family member's child.
- 15. Your destination becomes uninhabitable.
- **16.** Family outside *your* province or territory of residence cannot accommodate *you* during *your trip*, as planned, because someone in their household has died, become seriously *sick* or *injured*, or developed a serious *medical condition*.
- 17. Default of a Canadian travel supplier ceasing operations, you and your travelling companion shall each be covered up to the limits shown on your Confirmation of Coverage. This covered reason is subject to aggregate limits for all losses resulting from the default of one (1) travel supplier and for all losses resulting from all defaults of all travel suppliers during any one (1) calendar year as shown on your Confirmation of Coverage.
- **18.** Government authorities order a mandatory evacuation due to a *natural disaster* at *your* destination while *you* are on *your trip*.

The following condition applies:

- a) Your **policy** was purchased prior to public knowledge of the event leading to the mandatory evacuation.
- **19.** Your or a travelling companion's vehicle, which serves as a primary mode of transportation during your trip, experiences a mechanical breakdown, which results in the vehicle being unable to be driven safely.
- **20.** Your or a travelling companion's vehicle, which serves as a primary mode of transportation during your trip, is stolen.
- **21.** An event, including a *terrorist event*, *epidemic* or *pandemic*, a *natural disaster* or *political risk* which results in:
  - a) The Canadian government issuing a travel advisory to avoid all non-essential travel or avoid all travel for *your* ticketed destination, after *your effective date*, for a period that includes *your trip*. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a *travel carrier*, or

- b) A provincial or territorial government issues restrictions or border closures prohibiting entry or travel for *your* destination, after *your effective date*, for a period that includes *your trip*.
- **22.** You miss your connecting flight as a result of a schedule change of the airline carrier that is providing transportation for a portion of *your* insured *trip*.

The following condition applies:

**a)** The connecting flight must be scheduled to depart from a Canadian airport.

# Exclusions

This section describes the exclusions applicable to Trip Interruption coverage under *your policy*. In addition to the following exclusions, Trip Interruption coverage is subject to the General Exclusions found on page 16.

An exclusion is something that is not covered by this **policy**, and therefore no payment would be available. We will not pay for any expenses that are in any way due to, contributed to by, or resulting from:

1. Pre-existing *medical conditions* that do not meet the stability period as stated in Pre-existing Medical Conditions on page 6.

- 2. Normal, complication-free pregnancy or childbirth.
- 3. Fertility treatments or elective abortion.
- 4. Your travel to a country, region or city for which:
  - a) A published formal travel advisory has been issued by the Canadian government, before the *effective date* of *your policy*, advising travellers to avoid nonessential travel or to avoid all travel, and *your trip* is interrupted as a result of the reason for the travel warning.
  - **b)** A published formal travel advisory, related directly or indirectly to a previously lifted travel advisory, has been issued by the Canadian government, advising travellers to avoid non-essential travel or to avoid all travel, and *your trip* is interrupted as a result of the reason for the travel advisory.
- 5. Benefits are not payable for costs incurred due to 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.

# **Travel Delay**

# Benefits

If your or a travelling companion's trip is delayed for one (1) of the covered reasons listed below, we will reimburse you for the following expenses, up to the maximum benefit shown on your Confirmation of Coverage for Travel Delay, less available refunds:

- i. Your lost prepaid *trip* expenses and additional expenses you incur while and where you are delayed for meals, accommodation, communication, and transportation, subject to a daily and maximum limit shown on your Confirmation of Coverage.
- ii. If the delay causes *you* to miss the departure of *your* cruise or tour, necessary transportation expenses to either help *you* rejoin *your* cruise/tour or reach *your* destination.
- iii. If the delay causes you to miss the departure of your flight or train due to a local public transportation delay on your way to the departure airport or train station, necessary transportation expenses to either help you reach your destination or return home.

The delay must be for at least the Minimum Required Delay listed in *your* Confirmation of Coverage and due to one (1) of the following *covered reasons*:

- 1. A *travel carrier* delay (this does not include a *travel carrier's* cancellation prior to *your departure date*).
- 2. A strike, unless threatened or announced prior to the purchase of *your policy*.
- 3. Quarantine during your trip due to having been exposed to:
  - a) A contagious disease other than an *epidemic* or *pandemic*; or
  - **b)** An *epidemic* or *pandemic* (such as COVID-19), but only when the following conditions are met:
    - i. The quarantine is specific to you or a travelling companion, meaning that you or a travelling companion must be specifically and individually designated by name in an order or directive to be placed in quarantine due to an epidemic or pandemic; and

- ii. The *quarantine* does not apply generally or broadly (a) to some segment or all of a population, geographical area, building, or vessel (including shelter-in-place, stay-at-home, safer-at-home, or other similar restriction), or (b) based on to, from, or through where the person is travelling. This condition (ii) applies even if the quarantine order or directive specifically designates you or a travelling companion by name to be quarantined.
- 4. A natural disaster.
- 5. Lost or stolen travel documents:
  - a) You must have filed and retained a copy of a report with the appropriate local authorities within 24 hours of discovery of the loss.
- 6. Hijacking, except when it is a *terrorist event*.
- 7. Civil disorder, unless it rises to the level of *political risk*.

# **General Exclusions**

This section describes the exclusions applicable to all coverages under your **policy**.

An exclusion is something that is not covered by this *policy*, and therefore no payment would be available.

This **policy** does not provide coverage for any loss that results directly or indirectly from any of the following general exclusions if they affect you, a travelling companion, or a family member:

- 1. Any loss, condition, or event that was known, foreseeable, intended, or expected when your **policy** was purchased.
- 2. Your intentional self-harm or if you attempt or commit suicide.
- 3. Any medical condition arising during your trip resulting from, or in any way related to, the abuse of alcohol that results in a blood alcohol level of more than 80 milligrams in 100 millilitres of blood, drugs or other intoxicants. This does not apply to drugs prescribed to you by a physician and used by you as prescribed.
- 4. Acts committed with the intent to cause loss.
- 5. Participating in or training for any professional sporting competition.
- 6. Operating or working as a crew member (including as a trainee or learner/student) aboard any aircraft or commercial vehicle or commercial watercraft.
- 7. Participating in extreme, high-risk sports and activities in general and the following activities in particular:

- 8. A traffic accident.
- 9. A travel carrier denies you or a travelling companion boarding based on a suspicion that you or a travelling companion has a contagious medical condition (including an *epidemic* or *pandemic* disease such as COVID-19). This does not include being denied boarding due to your refusal or failure to comply with rules or requirements to travel or of entry to your destination.



#### Exclusions

Travel Delay coverage is subject to the General Exclusions found on page 16.

An exclusion is something that is not covered by this **policy**, and therefore no payment would be available.

- a) Skydiving, BASE jumping, hang gliding, or parachuting;
- b) Bungee jumping;
- c) Caving, rappelling, or spelunking;
- d) Skiing or snowboarding outside marked trails or in an area accessed by helicopter;
- e) Climbing sports or free climbing;
- f) Any high-altitude activity;
- g) Personal combat or fighting sports;
- h) Racing or practicing to race any motorized vehicle or watercraft;
- i) Free diving; or
- j) Scuba diving at a depth greater than 20 meters or without a dive master.

For high-risk sports and activities that are not expressly excluded to be covered, they must be:

- i. Arranged as part of your trip;
- ii. Provided by a company that is regulated or licensed where required; and
- iii. Not otherwise prohibited by law.

You must wear all recommended safety equipment while participating in your high-risk sports and activities and the sporting equipment must be used in the manner for which it was intended in order to be eligible for coverage.

8. An illegal act resulting in a conviction, except when you, a travelling companion, a family member, or your service animal is the victim of such act.

- **9.** An *epidemic* or *pandemic*, except when and to the extent that an *epidemic* or *pandemic* is expressly referenced in and covered under Trip Cancellation coverage, or Trip Interruption coverage, or Travel Delay coverage.
- **10.** Natural disaster, except when and to the extent that a natural disaster is expressly referenced in and covered under Trip Cancellation coverage, or Trip Interruption coverage, or Travel Delay coverage.
- **11.** Air, water, or other pollution, or the threat of a pollutant release, including thermal, biological, and chemical pollution or contamination.
- 12. Nuclear reaction, radiation, or radioactive contamination.
- 13. War (declared or undeclared) or acts of war.
- **14.** Military duty, except when and to the extent that military duty is expressly referenced and covered under Trip Cancellation coverage or Trip Interruption coverage.
- **15.** Political risk except when and to the extent that political risk is expressly referenced and covered under Trip Cancellation coverage, or Trip Interruption coverage, or Travel Delay coverage.
- 16. Cyber risk.
- **17.** Civil disorder or unrest, except when and to the extent that civil disorder or unrest is expressly referenced in and covered under Trip Interruption coverage or Travel Delay coverage.
- **18.** *Terrorist events*, except when and to the extent that *terrorist events* are expressly referenced in and covered under Trip Cancellation coverage, or Trip Interruption coverage, or Travel Delay coverage.

- **19.** An act of negligence or gross negligence or any omission or failure, by *you* or a *travelling companion*, to exercise the standard of care expected of a reasonable person in similar circumstances.
- 20. Acts, travel alerts/bulletins, or prohibitions by any government or public authority, except when and to the extent that an act, travel alert/bulletin, or prohibition by a government or public authority is expressly referenced in and covered under Trip Cancellation coverage or Trip Interruption coverage.
- **21.** Travel against the orders or advice of any government or other public authority.

This *policy* does not provide any coverage, benefit, or services for any activity that would violate any applicable law or regulation, including without limitation any economic/ trade sanction or embargo.

# **IMPORTANT:**

*You* are not eligible for reimbursement under any coverage if:

- 1. Your travel carrier tickets do not show travel date(s); or
- 2. The Departure date and Return date as shown on the Confirmation of Coverage do not match *your trip s* actual *departure date* and *return date* (does not apply to insurance purchased with a one way booking).

# ) Making Changes to Your Coverage

#### **Change in Trip Dates**

If you need to change the *effective date* or *expiry date* shown on *your* Confirmation of Coverage, contact *us* to make the request.

*You* can apply for additional coverage after *you* have left on *your trip*, by contacting *us*, if:

- 1. You purchase additional coverage before the *expiry* date of your existing coverage,
- 2. You have no reason to seek medical attention during the new Coverage Period, and
- 3. You have no reason to submit a claim during the new Coverage Period.

If *you* have incurred a claim, *your* file will be reviewed before deciding on granting an extension. Each *policy* or term of coverage is considered a separate contract. We reserve the right to decline any request for new terms of coverage.

#### Refunds

#### Within 10 days of purchase:

A full premium refund will be provided when *you* cancel *your* **policy** within 10 days of purchase, as long as *you* have not left on *your trip* and have not experienced an event that would cause *you* to submit a claim, as described in the section titled Right to Cancel on page 3.

#### More than 10 days after purchase:

- You can request a partial premium refund if you did not depart on your trip and you have not submitted a claim for review under any benefit under this **policy**.
- Partial refunds if *you* end *your trip* early for unused days are not available.

Please contact *us* if *you* need to request a premium refund. When submitting a request for a refund of *your* premium, please include:

- 1. A fully completed and signed Premium Refund Request Form,
- 2. A copy of your Confirmation of Coverage, and
- 3. Any other documentation to support your refund request.

#### **IMPORTANT:**

The refund will be calculated based on the date the refund request is received by Allianz Global Assistance. Refund amounts less than \$20 will not be issued.



# How to Claim Your Expenses

If *you* need to submit a claim because *your trip* was cancelled, interrupted or delayed, please notify Allianz Global Assistance as soon as possible.



Claims for out-of-pocket expenses can be submitted through the secure Allianz Global Assistance. Claims Portal: <u>www.allianzassistanceclaims.ca</u> for the most efficient claims experience.

#### **IMPORTANT:**

**Notice of Claim.** Claims should be reported as soon as reasonably possible, within 30 days of occurrence, and in no event later than one (1) year after the date of occurrence.

**Proof of Loss.** Written proof of loss should be submitted as soon as reasonably possible, within 90 days of occurrence , and in no event later than one (1) year after the date of occurrence.

All eligible claims must be supported by receipts from commercial organizations and medical documentation regarding *your treatment*. Other documentation may be required and/or requested by Allianz Global Assistance.

Any expenses for documentation or required reports are *your* responsibility.

Incomplete information when submitting *your* claim will cause delay.

# ) Legal Information

This section outlines the general provisions and statutory conditions that apply to this **policy**, and how your information is kept safe and secure. You are encouraged to reach out to us anytime if something in your **policy** is not clear to you.

# **General Provisions**

# Assignment

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

# **Benefit Payment**

Unless otherwise stated, all provisions in this *policy* apply to *you* during a *trip*. Benefits are only payable to *you* under one (1) *policy* during a *trip*.

If more than one (1) **policy** issued by *us* is in effect at the same time, benefits will only be paid under one (1) **policy**; specifically the one with the highest amount of insurance. Benefits are only payable for the plans and the specific amount of insurance selected, paid for by *you*, and accepted by *us* at the time of application, and shown on *your* Confirmation of Coverage.

Any benefits payable do not include payment for interest charges.

Benefits payable as a result of *your* death will be payable to *your* named beneficiary or to *your* estate.

# **Conformity with Law**

Any **policy** provision that conflicts with any applicable law is hereby amended to conform to the minimum requirements of that law.

# **Coordination of Benefits**

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

Other coverage includes but is not limited to:

- Your provincial or territorial health insurance plan,
- Homeowners insurance,
- Tenants insurance,
- Multi-risk insurance,
- Any credit card, third-party liability, group or individual basic or extended health insurance,

• Any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

We will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

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

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

If you are retired with an extended health plan provided by a former employer, that has a lifetime limit of up to \$100,000, we will not coordinate benefits with that provider on the *insurer's* behalf, except in the event of your death.

# Currency

All benefit limits stated in *your policy* and Confirmation of Coverage are in Canadian dollars.

At the option of Allianz Global Assistance, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate in effect on the date the service was supplied to *you* will be used.

# **General Terms**

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

#### **Governing Law**

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

#### Language

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

# **Limit on Liability**

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

# **Limitation of Action**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions or proceedings governed by the laws of Saskatchewan), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

# **Misrepresentation or Nondisclosure**

*Your* failure to disclose or misrepresentation of any material fact, or fraud, at any time, shall render the entire contract null and void at *our* option, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this *policy*, the premiums will be adjusted according to *your* correct age.

## Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates on the *effective date* of this **policy** as shown on *your* Confirmation of Coverage.

# **Repayment Obligations**

If, due to mistake or any other reason, you receive payments in excess of what this **policy** provides, you shall repay the overpayment to us if a reimbursement request is made of you. If you fail to repay the overpayment, then without limiting any other available remedies available to us, we may deduct the amount of the overpayment from any other benefits that become payable under this **policy**.

# **Right to be Reimbursed (Subrogation)**

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

- Reimburse us for all emergency medical and hospital costs paid under the **policy** from any amounts you receive from a third party responsible (in whole or in part) for your sickness or injury whether such amounts are paid under a judgment or settlement agreement,
- 2. Whenever reasonable, initiate a legal action against the third party to recover *your* damages, including *emergency* medical and *hospital* costs paid under the *policy*,

- 3. Act reasonably, including in any settlement agreement, to preserve *our* rights to be reimbursed for any *emergency* medical or *hospital* costs paid under the *policy*,
- 4. Keep *us* informed of the status of any legal action against the third party,
- 5. Include all *emergency* medical and *hospital* costs paid under the *policy* in any settlement agreement *you* reach with the third party, and
- 6. Advise *your* counsel of *our* right to reimbursement under the *policy*.

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

## Sanctions

Benefits are not payable under this **policy** for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

#### Time

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

#### **Statutory Conditions**

#### Contract

The application, this **policy**, any document (including but not limited to the completed Medical Screening and Confirmation of Coverage) attached to this **policy** when issued and any amendment to the contract agreed on in writing after this **policy** is issued, constitute the entire contract, and no agent has the authority to change the contract or waive any of its provisions.

# Waiver

We shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing and signed by *us*.

#### **Copy of Application**

We shall, upon request, furnish you or a claimant under the contract a copy of the application.

# **Material Facts**

No statement made by *you* or a person insured at the time of application for the contract shall be used in defence of a claim under or to avoid the contract unless it is contained in the application or any other statements or answers furnished as evidence of insurability.

# Termination

You may at any time request that this contract be terminated and we shall, as soon as practical after you make the request, refund the amount of premium actually paid by you that is in excess of the short-rate premium calculated to the date of the request according to the table in use by us at the time of the termination.

Please refer to Making Changes to Your Coverage on page 17.

# Notice and Proof of Claim

Please refer to How to Claim Your Expenses on page 18.

*You* or the claimant, if other than *you*, shall be responsible for providing Allianz Global Assistance with the following:

- 1. Receipts from commercial organizations for all costs incurred and itemized accounts of all services which have been provided,
- 2. Any payment made by any other insurance plan or contract, including a government hospital/medical plan, and
- 3. Supporting documentation, at the request of Allianz Global Assistance. If *you* do not provide the required supporting documentation, *your* claim will not be paid.

# Failure to give Notice and Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed does not invalidate the claim if:

- 1. The notice or proof is given or furnished as soon as reasonably possible, and in no event later than the limitation period set out in *The Limitations Act* from the date of the *accident* or the date a claim arises under the contract on account of *sickness* or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed, or
- 2. In the case of *your* death, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than the limitation period set out in *The Limitations Act* after the date a court makes the declaration.

# **Insurer to Furnish Proof of Claims**

Claims forms are available by contacting Allianz Global Assistance's Claims Department and shall be furnished to *you* upon request, and no later than 15 days after receiving notice of claim.

# **Rights of Examination**

The claimant shall provide *us* with the opportunity to examine *you* when and so often as it reasonably requires while a claim is pending. In the case of *your* death, *we* may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies. *We* shall bear the costs of any examination or autopsy and shall provide copies of the reports of any examination or autopsy to the insured or the insured's representative.

# When Money Payable

All money payable under this contract shall be paid by *us* within 60 days after *we* have received proof of claim.

# **Privacy Notice**

## Protecting your personal information

Protecting *your* personal information is a top priority. This Privacy Notice explains how and what types of personal data will be collected, why it is collected and to whom it is shared or disclosed. PLEASE READ THIS NOTICE CAREFULLY.

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, Allianz Global Assistance, and the insurer's agents, representatives and reinsurers (for the purpose of this Privacy Notice collectively "We" "Us" and "Our") require *Your* personal information.

# Personal information we collect

We will collect *your* personal information including but not limited to:

- Surname, First name
- Address
- Date of Birth
- Telephone numbers
- Email addresses
- Credit/debit card and bank account information
- Employment details including termination notices and accepted offers of employment
- Sensitive personal information such as: Medical information relating to *Your* health status, excluding genetic test results

# How will we obtain and use your personal information?

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

- To identify and communicate with you
- To consider any application for insurance

- If approved, to issue a Policy or Certificate of Insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses
- To adjudicate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law

We reserve our right to collect personal information, necessary for insurance purposes, from the following individuals:

- Individuals who apply for insurance products
- Certificate holder and/or Policyholders
- Insureds and/or Claimants
- Family members, friends or travelling companions of a Certificate or Policyholder, Insured or Claimant, in cases where *you*, for medical or other reasons, cannot communicate directly with Us.

# Who will have access to your personal information?

We disclose information for insurance purposes, to and with, third parties such as, but not necessarily limited to, other Allianz group companies, health care practitioners and facilities in Canada and abroad, government and private health insurers, family members and friends/ travelling companions of the Certificate holder or Policyholder, Insured or Claimant and agencies. We may also use and disclose information from Our existing files for insurance purposes. Our employees who require this information for the purposes of administering your insurance will have access to this file. Upon Your request and authorization, We may also disclose this information to other persons. From time to time, and if permitted by applicable law, We may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes"). In some instances We may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions.

# What are your rights in respect of your personal data?

When permitted by applicable law and regulations *you* have the right to:

- Access your personal data held about you
- Withdraw consent at any time where *your* personal data is processed
- Update or correct *your* personal information so that it is always accurate

- Delete *your* personal information from our records, if it is no longer needed for the purposes indicated above
- File a complaint with Us and/or relevant data protection authority

*You* may exercise these rights by contacting the Privacy Officer at <u>privacy@allianz-assistance.ca</u>.

# How long do we keep your personal data?

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

# **Privacy Officer**

Allianz Global Assistance 700 Jamieson Parkway Cambridge, Ontario N3C 4N6 Canada

# How can you contact us?

For information about how to obtain access to written information about Our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at <u>privacy@allianz-assistance.ca</u>.

For a complete copy of Our Privacy Policy, please visit <u>www.travelinsurance.ca</u>.

# How often do we update this privacy notice?

We regularly review this Privacy Notice. We will ensure the most recent version is available on Our website, www.travelinsurance.ca.

# **Contact Information**

# Administrator:

Allianz Global Assistance 700 Jamieson Parkway Cambridge, Ontario N3C 4N6 1-844-310-1578

#### Insurer:

CUMIS General Insurance Company P.O. Box 5065, 151 North Service Road Burlington, Ontario L7R 4C2 <u>1-800-263-9120</u>

# 🖧 ) Know Your Rights

Allianz Global Assistance is proud to be a member of Travel Health Insurance Association (THIA). THIA has designed the Travel Insurance Bill of Rights and Responsibilities to help customers understand what to expect from their travel insurance policies along with responsibilities customers have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:

- Know your health
- Know your trip
- Know your policy
- Know your rights

Please visit <u>https://www.thiaonline.com/Travel\_Insurance\_</u> <u>Bill\_of\_Rights\_and\_Responsibilities.html</u> for more information.

