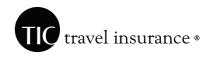
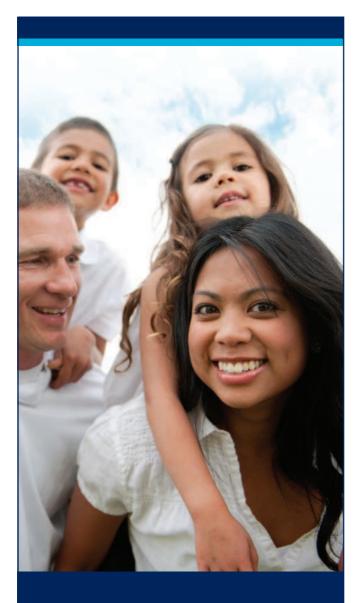
# **VISITORS TO CANADA PLAN**





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# **EFFECTIVE NOVEMBER 2010**

Administered by TIC Travel Insurance Coordinators Ltd. Underwritten by Co-operators Life Insurance Company. Property risks are underwritten by the Sovereign General Insurance Company.

# **RIGHT TO EXAMINE POLICY**

Please review this policy before *you* travel to ensure it meets *your* needs. *You* have 10 days after purchase to return this policy for a full refund, provided *your* coverage has not begun. Please refer to the sections of the policy that explain when coverage begins. For refunds after coverage has begun, refer to *our* 'Refunds Procedures' also explained in this policy.

# **IMPORTANT NOTICE**

Please read your policy carefully before you travel.

## To help you better understand your policy

Key terms in this policy are printed in *italics* and are defined in the 'Definitions' section on pages 5 to 6.

## What are you covered for?

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

## What is not covered?

Travel insurance does not cover everything. Your insurance has exclusions, conditions and limitations. Your pre-existing medical conditions may be excluded. You should carefully read and understand your policy before you travel.

## What if you have an emergency or claim?

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

## Limits on Coverage

If you fail to notify TIC, without reasonable cause, it will result in the reduction of eligible benefit amounts payable by 20%. You will be responsible for any expenses that are not payable by the insurer.

To apply for benefits, complete the claim form and include all original bills. Incomplete forms will cause delay; refer to *our* 'Claims Procedures' also explained in this policy.

## What if your travel plans change?

*You* must contact *your* representative to make any changes to *your* insurance.

## **Travel Assistance**

We will use *our* best efforts to provide assistance for a medical *emergency* arising anywhere in the world. *Our* agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for failure to obtain medical service.

## Is your 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 TIC's privacy policy, please contact *us* or visit *our* website <u>www.travelinsurance.ca</u>.

## **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;
- 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 *you* must:

- a) be at least 15 days old;
- b) not be insured or eligible for benefits under a Canadian government health insurance plan;
- c) be in good health at the time *you* purchase *your* policy and on the *effective date*, and know of no reason why *you* would attend any *medical consultation* during the *period of coverage*;
- d) not reside in a nursing home, convalescent home, or rehabilitation centre;
- e) not require assistance with activities of daily living; and
- f) not have exceeded two years of uninterrupted coverage under a TIC insurance plan.

## **Effective Date**

Effective date means the date and time coverage starts. Coverage starts on the latest of the following:

- a) the date and time the completed application and premium are accepted by TIC or its representative; or
- b) the date indicated as the *effective date* in *your confirmation of coverage*; or
- c) the date and time you exit your country of origin.

## Waiting Period

Coverage for losses resulting from any *sickness* will begin 48 hours after the *effective date* if you purchase your policy:

- a) after your arrival date in Canada; or
- b) after the *expiry date* of an existing TIC policy.

Any *sickness* that manifests itself during the 48-hour waiting period is not covered even if related expenses are incurred after the 48-hour waiting period.

## Expiry Date

**Expiry date** means the date and time coverage ends. Coverage ends on the **earliest** of the following:

- a) the date and time you arrive in your country of origin; or
- b) the date indicated as the *expiry date* in *your confirmation of coverage*; or
- c) the date *you* become eligible for coverage under a Canadian government health insurance plan.

# **INSURING AGREEMENT**

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

## Limits on Coverage

The *deductible amount* is shown on your *confirmation of coverage* and applies to each claim. *You* will be responsible for any expenses that are not payable by the *insurer*.

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

Costs incurred outside of Canada are covered provided the majority of the *period of coverage* is spent in Canada.

## Costs incurred in your country of origin are not covered.

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

## Limits on Coverage

If you fail to notify TIC, without reasonable cause, it will result in the reduction of your eligible benefit amounts payable by **20%**. You will be responsible for any expenses that are not payable by the *insurer*.

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

## SUMMARY OF BENEFITS

## Emergency Hospital

Up to the maximum sum insured selected at the time of application. **Emergency Medical** 

Up to the maximum sum insured selected at the time of application. **Emergency Transportation** 

Up to the maximum sum insured selected at the time of application.

## Accidental Death & Dismemberment

Up to the maximum sum insured selected at the time of application.
Emergency Extended Health see benefits
<b>Transportation of Family/Friend</b> up to \$3,000
Attendant up to \$500
Follow-up visits up to \$3,000
Accidental Dental up to \$3,000
Dental Emergencies up to \$500
Meals and Accommodation up to \$1,500
Emergency Return Home up to \$3,000
Return of Deceased up to \$10,000

# BENEFITS

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

## 1. Emergency Hospital

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

## 2. Emergency Medical

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

## 3. Emergency Extended Health

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

 a) Private duty services of a Registered Nurse when approved in advance by TIC.
 Not to exceed \$10,000. b) The services of a legally licensed physiotherapist 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 for *treatment* of a covered *injury*. Not to exceed \$500.
- d) The services of a legally licensed osteopath when ordered by the attending *physician* as *treatment* for a covered *injury*. Not to exceed \$500 for out-patient *treatment*.
- e) The services of a legally licensed chiropodist when ordered by the attending *physician* as *treatment* for a covered *injury*.

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

- f) The services of a legally licensed podiatrist when ordered by the attending *physician* as *treatment* for a covered *injury*. Not to exceed \$500 for out-patient *treatment*.
- g) 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.
- h) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation) to the nearest *hospital*, when reasonable and necessary.
- i) Rental of crutches or *hospital*-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other approved prosthetic appliances.
- j) Emergency out-patient services provided by a hospital.
- brugs or medications that require a *physician's* written prescription, not exceeding a one-month supply.
   Not to exceed \$500 per insured.

## 4. Emergency Transportation

When necessary, the *insurer* agrees to transport you to your country of origin when immediate *medical consultation* is required due to a covered *emergency sickness* or *injury*. Any *emergency* transportation such as air ambulance, one-way economy airfare, stretcher and/or a medical attendant must be approved and arranged by TIC.

## 5. Transportation of Family or Friend

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 *your family member* or close friend if:

- a) *you* are hospitalized due to a covered *sickness* or *injury* and the attending *physician* advises the necessary attendance by such persons; or
- b) local authorities legally require the attendance of such person to identify your remains in the event of death due to a covered *sickness* or *injury*.

## 6. Attendant

If you are hospitalized for 48 hours or more as a result of an *emergency*, the *insurer* agrees to reimburse up to \$50 a day, to a maximum of \$500 for an attendant, other than a relative, to care for *your* accompanying *travelling companion(s)* under age **18**, or physically or mentally handicapped *travelling companion(s)* who rely on you for assistance.

## 7. Follow-up visits

Follow-up visits are covered up to \$3,000, provided they are directly related to the *emergency* and the *emergency* has been reported to TIC.

## 8. Accidental Dental

The *insurer* agrees to *reimburse reasonable and customary* costs up to **\$3,000** for *emergency treatment* or services to whole or sound natural teeth (including capped or crowned teeth) caused by an *accidental* direct blow to the face.

*Treatment* relating to any dental claim must begin and end within 90 days from the onset of the *accident* and prior to *your* return to *your country of origin*.

## 9. Dental Emergencies

The *insurer* agrees to reimburse up to **\$500** for the immediate relief of acute dental pain caused by a dental *emergency* other than a direct blow to the face. Dental conditions for which *you* have previously received *treatment* or advice are not covered.

*Treatment* relating to any dental claim must begin and end within 90 days from the onset of the *emergency* and must be completed within the *period of coverage* and prior to *your* return to *your country of origin*.

### 10. Meals and Accommodation

The *insurer* agrees to reimburse up to \$150 per day to a maximum of \$1,500, or up to a maximum 10 days in the event *you* (or *your* insured *travelling companion*) are confined to *hospital* on the date on which *you* are scheduled to return home. The *insurer* will reimburse for *commercial accommodation*, meals, child care costs (children under age 18, or physically or mentally handicapped *travelling companion*(s) who rely on *you* for assistance), essential telephone calls and taxi fares incurred by *you* or any insured *travelling companion*. We will only reimburse these expenses if *you* have actually paid for them.

#### 11. Emergency Return Home

If a covered *sickness* or *injury* requires *you* to be returned home during the *period of coverage*, the *insurer* agrees to reimburse up to \$3,000 for the additional cost of a one-way economy transportation by the most direct route to *your country of origin* when approved and arranged by TIC. This benefit also includes one additional *insured family member*.

## 12. Return of Deceased

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

- a) **\$10,000** for the costs incurred to prepare and return *your* remains in a standard transportation container, to *your country of origin*; or
- b) \$4,000 for cremation or burial at the place of death.
- The cost of a coffin or urn is not covered.

#### 13. Accidental Death & Dismemberment

The *insurer* agrees to pay up to the maximum sum insured selected at the time of application, 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.

Accidental Death & Dismemberment Benefits are payable according to the following schedule:

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

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

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

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

## Exposure and Disappearance

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

a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or

- b) *your* body has not been found within 52 weeks from the date of the *accident* it will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.
- 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, other than Accidental Death & Dismemberment, 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 TIC, 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 TIC, including this policy.

The amounts 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 *act(s) of terrorism.* 

# **LIMITATIONS & EXCLUSIONS**

Exclusions with **ADD** refer to Accidental Death & Dismemberment benefit.

Benefits are not payable for costs incurred for or as a result of: VTC1

a) If you are 69 years of age or under on the *effective date*:

Any pre-existing medical condition unless it was stable in the 180 days immediately before the *effective date*.

## b) If you are 70 to 79 years of age on the *effective date*:

- i. Any of the following *pre-existing medical conditions*, unless you have completed a Medical Questionnaire, have been approved in writing by TIC and have paid the required premium:
  - cardiovascular;
  - cerebrovascular;
  - respiratory; or
- ii. Any other *pre-existing medical condition* not listed under "b) i." unless it was *stable* in the 180 days immediately before the *effective date*;

## c) If you are 80 years of age or over on the effective date:

Any *pre-existing medical condition* unless *you* have completed a Medical Questionnaire, have been approved in writing by TIC and have paid the required premium.

**VTC2** Any *sickness* for which symptoms occurred within 48 hours after the *effective date*, except when this insurance is purchased:

- a) prior to the date of *your* arrival to Canada; or
- b) before the expiry date of *your* existing TIC Visitors to Canada policy.

**VTC3 (ADD1)** Any 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.

**VTC4 (ADD2)** *Act(s) of war*, kidnapping, *act(s) 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, participation in 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 *you*, a *family member* or *travelling companion*.

**VTC5** Any *sickness or injury* when a *trip* is undertaken for the purpose of securing medical *treatment* or advice.

**VTC6 (ADD3)** Any loss, death or injury, if evidence supports that *you* were affected by, or the medical condition was in any way contributed to by: the use of alcohol, prohibited drugs, or any other intoxicant either before or during the *period of coverage*; the non-compliance with prescribed *treatment* or medical therapy either before or during the *period of coverage*; or the misuse of medication either before or during the *period of coverage*.

**VTC7** Any *medical consultation* that is non-*emergency*, elective or the consequence of a prior elective procedure.

**VTCB (ADD4)** Any medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy or travelling against the advice of a *physician*.

**VTC9** Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *medical condition*, unless approved in advance by TIC.

**VTC10** Any *treatment* which can be reasonably delayed until *you* return to *your country of origin* (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by TIC.

**VTC11** Hospitalization or services rendered in connection with general health examinations for "check-up" purposes, *treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or *treatment* in connection with drugs, alcohol or any other substance abuse.

VTC12 Any rehabilitation or convalescent care.

**VTC13 (ADD5)** *Injury* resulting from training for or participating in:

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

**VTC14** Any loss incurred as a result of pregnancy, abortion, miscarriage, childbirth or complications thereof.

**VTC15** Any *sickness or injury* resulting from a motor vehicle *accident* where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.

**VTC16** Dental or cosmetic surgery.

**VTC17** *Treatment* or services that contravene, or are prohibited by legislation under a provincial or territorial hospital/medical plan.

**VTC18** Naturopathic, holistic or acupuncture *treatment*.

**VTC19** Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

VTC20 (ADD6) Any nuclear occurrence however caused.

**VTC21** Any loss incurred when, prior to the *effective date*, the Department of Foreign Affairs and International Trade of the Canadian Government issued a written warning to avoid all travel, or to avoid non-essential travel, to that city, region, or country.

**VTC22** Any loss incurred outside of Canada when *you* have not spent the majority of the *period of coverage* in Canada.

**VTC23** Any loss incurred inside *your country of origin*, which is other than Canada.

**VTC24** Air travel other than as a passenger in a commercial aircraft licensed to carry passengers for hire, except while being transported under the terms of the Emergency Transportation or Emergency Return Home benefits.

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

## DEFINITIONS

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

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

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

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

**Cardiovascular** means myocardial infarction, heart attack, arrhythmia, atrial fibrillation, heart murmur, chest pain or angina, arteriosclerosis, carotid artery occlusion, congestive heart failure, cardiac by-pass or any other kind of cardiac surgery, angioplasty or stent, use of pacemaker or defibrillator, congenital heart defect, or any other condition relating to the heart or cardiovascular system.

**Cerebrovascular** means cerebrovascular accident (CVA), stroke, transient ischemic attack (TIA), mini-stroke or aneurysm, Parkinson's disease, seizures, or epilepsy.

**Commercial accommodation** means a hotel or motel room, or a bed and breakfast licensed under the law of its jurisdiction.

**Confirmation of coverage** means the document(s) that *you* receive from us as a confirmation of the coverage you have purchased, which may be a confirmation of coverage letter, an application form or an internet purchase confirmation page.

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

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

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

- a) financially dependent on *you*;
- b) at least 15 days of age; and
- c) age 21 or under.

**Effective date** means the date and time coverage starts. Coverage starts on the **latest** of the following:

- a) the date and time the completed application and premium are accepted by TIC or its representative; or
- b) the date indicated as the *effective date* in *your confirmation* of *coverage*; or
- c) the date and time you exit your country of origin.

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

**Expiry date** means the date and time coverage ends. Coverage ends on the **earliest** of the following:

- a) the date and time you arrive in your country of origin; or
- b) the date indicated as the *expiry date* in *your confirmation of coverage*; or
- c) the date *you* become eligible for coverage under a Canadian government health insurance plan.

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

**High-risk activity(ies)** mean(s) heliskiing, ski jumping, skydiving, sky-surfing, scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters), white water rafting (except grades 1 to 4), street luge, skeleton activity, *mountaineering*, participation in any rodeo activity.

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

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

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

Insurer means Co-operators Life Insurance Company.

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

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

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

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

**Period of coverage** means the period from the *effective date* to the *expiry date* as indicated on the *confirmation of coverage* and for which premium has been paid. As selected and paid for at the time of application, the maximum *period of coverage* per *trip* cannot exceed **365** days.

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

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

- i. for which you exhibited signs or symptoms; or
- ii. for which you required or received medical consultation; and
- iii. which existed prior to the *effective date* of your coverage.

**Professional activity** means an activity that allows *you* to earn the majority of *your* income by engaging in 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*.

**Respiratory** means chronic obstructive pulmonary disease (COPD), bronchial asthma, chronic bronchitis, emphysema, or any other respiratory condition requiring the use of corticosteroids.

Sickness means any illness or disease.

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

Stable means a pre-existing medical condition that:

- a) did not require, or was not referred for any *medical consultation*;
- b) did not require a change in type or dosage of medication.

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

**Travelling companion** means a person who is accompanying *you* on *your trip*, and who has prepaid shared accommodation or transportation with *you*. (Maximum of **5** persons including *you*.)

**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 a period during which *you* are travelling outside *your country of origin* and for which coverage is in effect.

We, us and our means TIC Travel Insurance Coordinators Ltd. and Co-operators Life Insurance Company.

You or Your means the insured person.

# **GENERAL PROVISIONS**

## Assignment

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

#### 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 *you* are riding or are scheduled to ride as a passenger, scheduled to arrive at destination during the *period of coverage*, is delayed due to circumstances beyond *your* control.
- 2. If medical evidence supports that *you* are medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*, coverage will be automatically extended for up to 5 days.
- 3. If you are hospitalized at the end of the *period of coverage*, as a result of a covered *sickness* or *injury*, coverage will be extended for you and **one** *insured travelling companion* remaining with you, when reasonable and necessary, during the period of

*hospital* confinement, plus **72** hours after release to travel home. Coverage for *your travelling companion* will only be extended under their respective TIC policy.

## Extending Your Trip

If you decide to extend your trip, you may apply for a new *period of coverage* provided you meet the requirements in 'Eligibility 1' and 'Eligibility 2' of this policy.

Each policy or *period of coverage* is considered a separate contract and all limitations and exclusions will apply.

## **Benefit Payments**

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

#### **Claim Submission**

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

- 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;
- 3. Any payment made by any other insurance plan or contract;
- 4. Providing substantiating medical documentation from *your* province, territory or country of residence, at the request of TIC. Failure to provide substantiating documents shall invalidate all claims under this insurance.

#### Contract

The application, completed medical questionnaire, confirmation of coverage letter, 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.

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

#### **Coordination of Benefits**

Coverage under this policy is in excess of all or any existing coverage concurrently in force held by or available to you, including but not limited to homeowners, tenants, multi-risk, any credit card, third-party liability, group or individual basic or extended health insurance or any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage. 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 under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance.

#### Currency

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

#### **General Terms**

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

## Governing Law

This policy will be governed by the laws of the Canadian province or territory in which *you* normally reside or in the case of Visitors to Canada, the Canadian province or territory where the policy was issued.

## Language

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

## Limit on Liability

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

## **Misrepresentation or Nondisclosure**

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

## Premiums

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

A family rate is available. Family includes the applicant, age 69 and under, the applicant's *spouse*, age 69 and under, and *dependent children*. The premium for family coverage is calculated at two times the premium for the eldest adult age 69 and under.

## **Rights of Examination**

The claimant shall provide TIC 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 TIC may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies.

#### Subrogation (Right of Recovery)

In the event of any payment of benefits under this policy, TIC shall be subrogated to all *your* rights including without limitation, the right to proceed in *your* name, but at the *insurer*'s cost, against any third party that may be responsible for giving rise to a claim under this policy. *You* shall execute all documents required and shall cooperate fully with the *insurer* to secure such rights. *You* shall do nothing after the loss to prejudice the *insurer*'s right of recovery. **Time** 

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

# PREMIUM REFUNDS

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

- 1. a fully completed and signed Refund Request Form; and
- 2. a copy of confirmation of coverage; and
- 3. confirmation of *your* early departure such as boarding pass or itinerary, or any other written proof of *your* early return to *your country of origin*; and

4. any other documentation to support *your* refund request.

## Refunds are payable when:

- 1. The entire *trip* is cancelled prior to the *effective date*.
- 2. You return to your country of origin prior to the expiry date.
- 3. *You* become insured under a Canadian provincial or territorial health/medical plan.

Premium refunds, regardless of method of payment, must be obtained from the agent where coverage was originally purchased unless purchased directly from TIC. There will be no refund of premium if a claim has been made.

Premiums which are 100% refundable are subject to a \$10 administration fee, except when cancelled during the 10 day examination period. Partial cancellations are charged a \$25 administration fee. These fees are deducted from the net premium to be refunded. Premiums less than the minimum premium will not be refunded.

# **CLAIMS PROCEDURES**

Claims forms are available online at <u>www.travelinsurance.ca</u> or by calling TIC Claims Department. Claims can be reported on our website at: <u>www.travelinsurance.ca</u>

## SEND YOUR CLAIMS TO:

TIC Claims Department 2100 – 250 Yonge Street Toronto, Ontario, Canada M5B 2L7 Collect worldwide: 416-340-8809 Toll free Canada/USA: 1-800-869-6747

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

## When submitting your claim, please include:

- 1. Fully completed and signed claim form with all original bills and receipts.
- 2. Medical records including an emergency room report and diagnosis from the medical facility or a Medical Certificate completed by the treating *physician*. Any fee for completing the certificate is not a benefit under this insurance.
- 3. For physiotherapy visits, a letter from the referring *physician* recommending a referral to the physiotherapist.
- 4. Any other documentation that may be required and/or requested by TIC.

## Important Note

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

#### Limits on Coverage

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

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

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

# **STATUTORY CONDITIONS**

Notwithstanding any other provisions herein contained, 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.

In witness whereof, CO-OPERATORS LIFE INSURANCE COMPANY has caused this policy to be signed by its Senior Vice President and COO.



# Administered by:

TIC Travel Insurance Coordinators Ltd. 2100 – 250 Yonge Street Toronto, Ontario, Canada M5B 2L7

## Underwritten by:

Co-operators Life Insurance Company 1920 College Avenue Regina, Saskatchewan, Canada S4P 1C4

# **EMERGENCY PROCEDURES**

In the event of a medical *emergency*, *you* must notify TIC Emergency Assistance (toll free **1-800-995-1662** or worldwide collect **416-340-0049**) prior to any surgery being performed or within 24 hours of admission to a *hospital*.

## Limits on Coverage

If you fail to notify TIC, without reasonable cause, it will result in the reduction of eligible benefit amounts payable by **20%**. You will be responsible for any expenses that are not payable by the *insurer*.

*We* are here to help. *Our* service is available **24** hours a day, **7** days a week. TIC 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*.

# TIC EMERGENCY ASSISTANCE

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

### Toll free worldwide: 800-842-08420 or 00-800-842-08420

If unable to contact *us* through the toll free numbers call collect: 416-340-0049

Contact *us* at <u>www.travelinsurance.ca</u> and initiate your claim and *we* will contact you.

