# Premier



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Visitors to Canada Emergency Medical Insurance

**Premier Plan** 

Effective September 2018

# TRAVELANCE VISITORS TO CANADA

EMERGENCY MEDICAL INSURANCE POLICY PREMIER PLAN

#### IMPORTANT NOTICE

Please take the time to read **Your Policy** and review all of **Your** coverage. If **You** have any questions, wish to cancel **Your Policy** or apply for a refund, **You** must contact **Your** broker. Bold capitalized words have a specific meaning which is defined in the **Definitions** section of this **Policy** on page 26.

- This Policy is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that You read and understand Your Policy upon receipt as Your coverage is subject to certain limitations, conditions or exclusions.
- Pre-existing Condition exclusions apply to Medical Conditions and/or symptoms that existed before Your Period of Coverage. Check to see how these apply and how they relate to Your Start Date.
- In the event of a Sickness, prior medical history will be reviewed when a claim is reported.
- This Policy provides travel assistance and You are required to notify the Emergency Assistance Provider prior to Treatment. This Policy limits benefits should You not contact the assistance provider within the specified time period.

#### 10 DAY RIGHT TO EXAMINE

You may cancel this **Policy** within 10 days of purchase for a full refund, provided it is before **Your Period of Coverage**. For refunds after the 10 days, please refer to the **"Refund of Premium"** section on page 22 of this **Policy**.

# WHAT DOES THIS POLICY COVER?

This **Policy** covers only the specific situations, events and losses mentioned in this document and only under the conditions **We** describe.

Make sure **You** check **Your Policy Confirmation** to confirm **Your** benefits, coverage and limits.

This **Policy** is secondary to all other sources of coverage. Any benefits payable under this **Policy** are in excess of any other coverages **You** may have with other insurance companies or other sources of recovery.

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# **ELIGIBILITY REQUIREMENTS**

### Who Is Eligible for Coverage?

All of the following restrictions apply:

- 1) **You** must be over 14 days old and under 86 years of age during the entire **Period of Coverage**.
  - Ages 70 to under 86 years of age during the entire **Period of Coverage** may only purchase **Plan Limits** up to \$100,000.
- 2) You do not have a Medical Condition for which a Physician has advised You against travel before Your Period of Coverage.
- 3) You do not have a surgically untreated aneurysm.
- 4) **You** have never been diagnosed with or received **Treatment** for:
  - a) Pancreatic or liver cancer, or any type of metastasized cancer:
  - b) A kidney condition requiring dialysis:
  - c) A bone marrow or organ transplant;
  - d) Congestive heart failure;
  - e) A Terminal Sickness.
- 5) At time of purchase of this Policy, You do not reside in a nursing home, assisted living home, convalescent home, hospice or rehabilitation centre.
- 6) You do not require assistance with Normal Daily Activities. This does not apply to children under 12 years of age.
- 7) You have not taken (or been prescribed) oral steroids or used home oxygen to treat a lung condition in the 12 months before Your Start Date.
- 8) In the 12 months immediately prior to **Your Start**Date You have not been:
  - a) diagnosed with or received **Treatment** for any two conditions listed in the Medical Conditions Table:
  - b) Admitted to hospital for any one condition in the Medical Conditions Table.

#### MEDICAL CONDITIONS TABLE

Coronary artery disease (including heart attack or angina)

Valvular heart disease (including stenosis, regurgitation or valve replacement)

Heart arrhythmia (including atrial flutter, atrial fibrillation, ventricular fibrillation or use of a pacemaker)

A lung or respiratory condition for which daily medication has been prescribed (including inhalers)

Diabetes requiring insulin

Stroke or mini-stroke (TIA)

Aneurvsm

**Blood clots** 

Gastro-intestinal bleed

If prior to **Your Start Date, Your** health changes and **You** no longer meet the eligibility requirements listed above, **You** must send a written request for refund.

If **You** do not meet the eligibility requirements, **Your** insurance is void and the **Company**'s liability is limited to a refund of the premium paid.

# PERIOD OF COVERAGE

# Start Date - When Coverage Begins

Coverage under this **Policy** begins on the latest of the following:

- a) Your Departure Date;
- b) Your Policy purchase date; or
- c) The effective date shown on **Your Policy Confirmation**.

Benefits under this Policy are subject to the following conditions:

- a) if Your Start Date is Your Departure Date and You are scheduled to arrive in Canada within 48 hours after You leave Your Home Country then coverage is provided while en route to Canada.
- b) if **Your Start Date** is **Your Departure Date** and **You** are <u>not</u> scheduled to arrive in Canada

within 48 hours after **You** leave **Your Home Country,** coverage only begins on the date and time **You** arrive in Canada:

- c) if Your Start Date is after Your Departure Date, the following Waiting Periods will apply:
  - i) 24 hours for an Injury;
  - ii) 48 hours for a Sickness if Your Start Date is within 30 days of Your Departure Date;
  - iii) 48 hours for a **Sickness** if **You** are continuing coverage from an existing policy with another Canadian insurance company;
  - iv) 7 days for a Sickness if Your Start Date is more than 30 days from Your Departure Date.

#### When Coverage Ends

**Your** coverage ends on the earliest of the following:

- 1. The date and time **You** cancel **Your** insurance:
- 2. The date You become eligible for coverage under any Canadian federal, provincial or territorial government health insurance plan;
- 3. The date You return to Your Home Country;
- 4. The **Expiry Date** as shown on **Your Policy** Confirmation.

# Coverage for Side Trips Outside Canada

This **Policy** covers the **Emergency** medical expenses **You** incur during a side trip outside Canada that begins in Canada during **Your Period of Coverage.** Each side trip is restricted to a maximum of 45 days. If **You** have a claim outside Canada, the number of covered days in Canada must be more than 50% of the total covered days elapsed at the time of the claim. This **Policy** does not provide coverage in **Your Home Country**.

## Automatic Extension of Coverage

Your coverage will be extended automatically beyond the Expiry Date shown on Your Policy Confirmation in the following cases:

- If Your scheduled Common Carrier is delayed, then Your coverage will be extended for up to 72 hours; or
- 2.If You, Your Travelling Companion, or a Family Member travelling with You are in Hospital on or before Your Expiry Date, then Your coverage will be extended until the Hospital stay ends plus up to 5 days after discharge while outside Your Home Country; or
- 3.If You, Your Travelling Companion, or a Family Member travelling with You are unable to travel for a medical reason that does not need hospitalization but is documented by a Physician in Canada, then coverage will be extended for up to 3 days; or
- 4. During Your return travel to Your Home Country provided You have coverage on the day you leave Canada and You are scheduled to arrive in Your Home Country within 48 hours.

# **Extending Coverage After Arrival In Canada**

To extend **Your Period of Coverage** after arrival in Canada, contact **Your** broker.

**We** will extend **Your Coverage** under this **Policy** beyond **Your Expiry Date** if:

- 1. **You** have not reported a claim;
- Your Policy is in force when You request an extension; and,
- 3. You pay the additional required premium.

Any expenses related to **Medical Conditions** present on the date **You** apply for an extension will not be covered.

In all other cases the **Company** must approve **Your** coverage extension. Coverage cannot be extended beyond 558 days from **Your** original **Start Date.** 

**You** must disclose all medical information otherwise the coverage extension is void.

#### How Do You Become Insured

You become insured and this brochure becomes an insurance Policy:

- When You are named on a completed insurance Policy Confirmation; and
- When the required premium is paid on or before Your coverage Start Date.

# SCHEDULE OF MAXIMUM BENEFITS

	BENEFIT SECTIONS	BENEFIT AMOUNT
1.	EMERGENCY MEDICAL	Plan Limit
	Emergency Medical Expenses	Included
	Emergency Return Home	Included
	Emergency Dental	\$4,000
	Prescription Medication	\$10,000
	Follow Up Visits	\$3,000
	Repatriation of Remains	\$16,000
	Cremation/Burial at Destination	\$6,000
	Emergency Paramedical Services due to Injury	\$500
	Accommodation & Meals	\$1,500
	Visit to Bedside	\$4,000
	Return/Escort of Dependents	\$3,000
	Incidental Expenses	\$250
	Return of Baggage & Personal Effects	\$500
2.	Accidental Death & Dismemberment	Up to \$100,000
3.	Travel Assistance	Included

**NOTE:** Please see the appropriate **Policy** section for any specific benefit limits.

**Plan Limit** means the maximum amount of coverage under this **Policy** as shown on **Your Policy Confirmation**.

## When It Applies

If **You** have a medical **Emergency** or need help during **Your Period of Coverage**.

#### What We Provide - 24/7

#### A. MEDICAL ASSISTANCE

- Worldwide multi-lingual medical and dental referrals. If You need care from a Physician, dentist or medical facility while You are travelling, We can help You find one.
- Advance payment to Hospital. We will provide advance payment to a Hospital if it is required to secure Your admission for a covered Sickness or Injury. If We determine later that a Policy exclusion applies to Your claim, You will be required to reimburse Us for any payments We made on Your behalf.
- Monitoring of Treatment. If You are hospitalized, Our medical staff will stay in contact with You and the attending Physician caring for You. We can also notify Your family and Your doctor back home of Your Sickness or Injury and update them on Your status.
- 4. Transfer of insurance information to medical providers. If You need medical Treatment for an Injury or Sickness, We will obtain and relay coverage information to emergency medical providers, if available.
- Vaccine and blood transfers. If needed, We will coordinate the transfer of required blood or vaccine to You.
- Dispatch of doctors and specialists. If You need the care of a Physician or specialist, We will coordinate the appropriate dispatch.
- Transfer of medical records. If and when needed for Emergency Treatment, We will coordinate the transfer of available medical records and related information to the attending Physician.
- 8. Updates to family, employer and home **Physician**. If **You** are hospitalized, **We** will provide

appropriate medical condition updates to **Your** family, employer and/or personal doctor.

# B. MEDICAL EVACUATION AND REPATRIATION SERVICES

All evacuation and repatriation services must be pre-approved and arranged by Us.

- Emergency medical evacuations. If Our medical team and the local attending Physician agree that the local care facility cannot treat Your Sickness or Injury, We will transport You to the nearest appropriate facility with accompaniment if needed.
- Transportation after stabilization. If You are medically stable and We determine that You should return to Your Home Country for continued medical Treatment, then We will arrange for a one way Fare to get You home (less any refunds from Your unused return trip tickets).
- Repatriation of mortal remains. We will arrange for the reasonable and necessary services to transport Your remains to Your place of residence.

# What Happens When You Call For Assistance

- We will confirm You are a named insured under a Policy.
- You will be referred to the most appropriate service provider for Your situation.
- Before receiving all relevant medical information, We will handle Your Emergency as if You were eligible for benefits under this Policy. If We determine later that a Policy exclusion applies to Your claim, You will be required to reimburse Us for any payments We made on Your behalf.
- We will remind You that any services rendered are subject to the terms and conditions of this Policy. If We determine later that a Policy exclusion applies to Your claim, You will be required to reimburse Us for any payments We have made on Your behalf.
- If Your claim is payable We will arrange to have medical expenses billed directly to the Company where possible.

#### What To Do When You Need Assistance

Always have **Your Policy** number or **Policy Confirmation** with **You** when **You** travel. Use the information below to contact **Our** assistance provider anytime, 24 hours a day, 7 days a week. If **You** place a collect call to the **Emergency Assistance Provider** as instructed below and it does not work, please dial direct and submit the charges incurred along with **Your** claim documents.

USA & Canada 1-800-334-7787 Elsewhere Operator Assisted Collect 905-667-0587 Direct Dial 1-905-667-0587 Email: assistance@oldrepublicgroup.com

When **You** contact **Our** assistance provider, please give **Your** name, **Your** policy number, **Your** location and the nature of the **Emergency**.

# Limitation on Emergency Assistance Provider Services

The Company and/or the Emergency Assistance Provider reserve the right to suspend, curtail or limit services in any area or country in the event of:

- rebellion, riot, military uprising, war; or
- labour disturbances, strikes; or
- nuclear Accidents, acts of God, or refusal by the authorities in the country where assistance is required, to permit the delivery of such services.

The **Emergency Assistance Provider** will use its best efforts to provide the required services during any such occurrence.

The Emergency Assistance Provider's obligation to provide services described in this Policy is subject to the terms, conditions, limitations and exclusions set out in this Policy. The medical professional(s) suggested or designated by the Company or the Emergency Assistance Provider to provide services according to the benefits and terms of this Policy are not employees of the Company or the Emergency Assistance Provider. Therefore, neither the Company nor the Emergency Assistance Provider shall be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability,

quality, quantity or results of any medical **Treatment** or service **You** may receive or **Your** failure to obtain or receive any medical **Treatment** or service.

# **EMERGENCY MEDICAL**

## When It Applies

If You have a medical **Emergency** while You are visiting Canada.

#### What We Cover

You are covered up to the Plan Limit which is the overall benefit limit for the entire Period of Coverage. Certain sections below have a specified benefit limit for an eligible Emergency medical expense as described.

- Emergency Medical Expenses: a Physician orders or prescribes the following as Medically Necessary for the diagnosis or Treatment of Your Emergency Sickness or Injury:
  - a) the services of a **Physician**, surgeon or in-**Hospital** duty nurse:
  - b) **Hospital** semi-private accommodation where available:
  - c) transportation by a professional ambulance company to and from a Hospital;
  - d) diagnostic testing including but not limited to sonograms, electrocardiograms, computerized axial tomography (CAT scan) and magnetic resonance imaging (MRI). The **Company** must pre-authorize all diagnostic tests;
  - e) medical equipment purchased or rented for therapeutic purposes. The Company must preauthorize this benefit;
  - f) prescription medications dispensed by a licensed pharmacist. Coverage after an **Emergency Treatment** includes up to a 30 day supply of this prescribed medication up to a maximum of \$10,000 per occurrence.
  - g) If the attending **Physician** prescribes follow-up visits after an eligible **Emergency Treatment**, this benefit includes up to three follow-up visits

- to a maximum of \$3,000. Follow-up visits must be scheduled during the **Period of Coverage**. The **Company** must pre-authorize this benefit.
- With respect to the Emergency medical expenses described above, You or someone acting on Your behalf are required to immediately contact the Emergency Assistance Provider at the telephone numbers provided on page 10 of this Policy before admission to Hospital or within 24 hours after a life or organthreatening Emergency. Failure to do so will result in You being responsible for 20% of any eligible expenses incurred.
- The Company must pre-authorize all diagnostic laboratory procedures, x-rays, surgeries, and rental or purchase of therapeutic supplies.
- 2. Emergency Return Home: if You have a medical Emergency, the Company, in consultation with its medical advisors, the Emergency Assistance Provider and the local attending Physician, may determine that You should be transported back to Your Home Country for continued Treatment. The Company will then arrange to transport You there with proper medical supervision if needed and will pay the following expenses up to the maximum benefit amount:
  - a) the extra cost of a one way Fare via a commercial airline by the most direct route back to Your Home Country; or
  - b) the cost to accommodate a stretcher to transport You on a commercial airline by the most direct route back to Your Home Country, if a stretcher is Medically Necessary plus the cost of a round-trip Fare, reasonable meal and overnight accommodation expenses and professional fees for the services of a qualified medical attendant (other than a Family Member) to accompany You, if Medically Necessary or required by the airline; or
  - c) the cost of transportation by air ambulance if Medically Necessary.
  - Emergency Return Home this Policy will cover the cost to transport You via a licensed airline,

with accompaniment if **Medically Necessary**. The **Company** must pre-authorize all transportation costs for **Emergency** return home.

With respect to items #1 and #2 above, the Company reserves the right to return You to Your Home Country before any Treatment or following Emergency Treatment for Sickness or Injury, if the medical evidence obtained from Our medical advisor and Your local attending Physician confirms that You are able to return to Your Home Country without endangering Your life or health. If You decide not to return to Your Home Country after the Company recommends it, Your Policy will no longer cover any Emergency expenses and all coverage will end.

- 3. **Emergency Dental:** a licensed dentist or dental surgeon orders the following:
  - a) Treatment or repair of natural or permanently attached artificial teeth which become damaged due to Accidental Injury to the head or mouth.
     We will reimburse You for Reasonable and Customary expenses up to a maximum of \$4,000 for any one Injury.
  - b) **Treatment** to relieve acute pain and suffering not related to an **Accidental Injury** up to a maximum of \$500 per occurrence.
- Repatriation: in the event of Your death during Your Period of Coverage, the Company will reimburse the reasonable costs actually incurred:
  - a) for the preparation and repatriation of Your body or ashes to Your Home Country up to a maximum of \$16,000; or
  - b) for the cremation or burial at the place of death up to a maximum of \$6,000.
  - No benefit is payable for the cost of a headstone, casket, urn and/or funeral service expenses.
- 5. Identification of Remains: in the event of Your death during Your Period of Coverage, if someone is legally required to identify Your remains before Your body is released, expenses will be reimbursed for:
  - a) a round-trip economy airfare for someone to travel via the most direct route to the place where **Your** remains are located; plus

- b) up to \$450 for commercial accommodation and meals.
- The Company must pre-authorize and arrange this benefit.
- 6. Emergency Paramedical Services Due To Injury: If an acupressurist, acupuncturist, chiropodist, chiropractor, naturopath, osteopath, physiotherapist, or podiatrist performs Medically Necessary Emergency Treatment up to a maximum of \$500 per category of practitioner. Expenses for general health examinations for check-up purposes, cosmetic treatments, or services performed by a Family Member are not covered.
- 7. Accommodation and Meals: We will reimburse up to \$150 per day to a maximum of \$1,500 for commercial accommodation and meals, essential telephone calls and taxi fares if You are relocated to receive Emergency Treatment or delayed beyond the Expiry Date shown on Your Policy Confirmation for this insurance due to a Sickness or Injury to You, Your Travelling Companion or a Family Member who is travelling with You during Your Period of Coverage.
  - Support Your claim with original receipts for eligible expenses and the local attending Physician's written diagnosis of the Sickness or Injury.
- 8. Visit to Bedside: if You are hospitalized due to a Sickness or Injury and the local attending Physician recommends in writing that a relative or close friend should visit at Your bedside, stay with You or accompany You back to Your Home Country, subject to prior approval by the Company, expenses will be reimbursed up to \$4,000 for:
  - a) up to \$3,000 for the cost of a round-trip **Fare** via the most direct route for the relative or close friend; plus
  - b) up to \$1,000 for commercial accommodation and meals.
- Return and Escort of Dependents: If You are hospitalized for more than 24 hours; or, You must return home because of a covered medical Emergency; or, in the event of Your death, We will

pay up to a maximum of \$3,000 for the transportation expenses incurred, up to the cost of a one way Fare for the return home of any Dependents who are accompanying You. If Your Dependent is too young to travel alone, We will also pay the extra cost of a round trip air Fare via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to accompany Your Dependent home. If the unused return travel ticket is refundable, We will deduct the value of the refund from the return transportation cost We arranged or You may choose to turn Your unused return ticket over to Us.

- 10. Incidental Expenses: If You are admitted to a Hospital for Treatment of an Emergency Sickness or Injury during Your Period of Coverage, We will reimburse You up to \$250 for Your out of pocket expenses such as television, wi-fi and parking charges. Original receipts (no copies) must be submitted.
- 11. Return of Baggage and Personal Effects: If You are medically evacuated or repatriated by the Company and there is not enough room for Your baggage and personal effects aboard the transport provided, We will reimburse You up to \$500 to cover the cost of shipping Your baggage to Your departure point.

## What We Pay

You will be reimbursed for the Reasonable and Customary charges to treat an Emergency Sickness or Injury, less any applicable Deductible. Your Policy Confirmation shows the maximum benefit payable for this insurance.

#### What To Do If You Have A Claim

To receive **Treatment**:

Contact the **Emergency Assistance Provider** using the information in the Travel Assistance section on page 10. **You** or someone on **Your** behalf must do this before receiving **Treatment** for **Your** medical **Emergency.** Failure to do so will result in **You** being

responsible for 20% of any eligible expenses incurred.

You or someone acting on Your behalf, must authorize Us to access all medical documentation from the Treatment provider at Your location and Your personal Physician(s) at home for the applicable pre-existing time period.

In order to qualify for coverage under this provision, **You must** submit to **Us** with **Your** claim:

- 1. The completed medical claim form:
- 2. Original receipts or other proofs of payment;
- 3. Detailed medical documentation; and
- 4. Any other information **We** deem necessary to properly adjudicate **Your** claim.

# ACCIDENTAL DEATH & DISMEMBERMENT

# When It Applies

If You sustain an Injury during Your Period of Coverage.

#### What We Cover

**You** are covered for a sudden bodily **Injury** caused by a happening due to external, violent, sudden or unexpected events beyond **Your** control which occurs during **Your Period of Coverage**.

#### **EXPOSURE AND DISAPPEARANCE**

If **You** are not found within a year after:

- a) the disappearance, sinking or wrecking of Your means of travel; or
- b) the building which **You** are in gets destroyed;

Then **We** will assume that **You** died from an **Injury** due to an **Accident** and this benefit will apply.

If **You** are exposed to the elements due to an **Accident** and **You** become **Injured** due to that exposure, this benefit will apply.

#### What We Pay

You are covered up to the maximum amount shown on the **Schedule of Maximum Benefits** or as otherwise specified in the benefit when a covered loss occurs. A percentage of the maximum benefit will be payable as listed below for the following injuries:

	Percentage of Maximum
Loss of	Benefit Payable
Life	100%
Both Hands or Both Feet	100%
Entire Sight of Both Eyes	100%
One Hand & Entire Sight of One Eye	100%
One Foot & Entire Sight of One Eye	100%
Hearing	100%
One Hand or One Foot	50%
Entire Sight of One Eye	50%

For a benefit to be payable under this coverage, the **Accident** must happen during **Your Period of Coverage** and the resulting **Injury** or death must occur within 365 days of the **Accident**.

Loss as used above with reference to:

- Hand or foot: means that the hand or foot is completely and permanently severed at or above the wrist or ankle joint;
- Sight: means the total and irrecoverable loss of entire sight.
- 3. Hearing: means the total and irrecoverable loss of hearing in both ears.

If more than one loss results from any one **Accident, We** will only pay the one largest benefit as listed above. No benefit is payable for a loss which is not shown above.

Regardless of how many valid policies **You** have purchased with the **Company**, the maximum amount for which **You** can be covered under all policies issued for **Accidental Death & Dismemberment/Travel Accident/Airflight Accident** by the **Company** as a result of any one incident is limited to \$100,000.

**The Company's** maximum liability under this **Policy** and all other Accidental Death & Dismemberment/Travel Accident/Airflight Accident

Insurance policies issued by the **Company** with respect to any one incident is limited to \$12,000,000 in the aggregate, which will be shared proportionately among all claimants entitled to claim. In addition, the **Company's** maximum liability under this **Policy** and all other Accidental Death & Dismemberment/Travel Accident/Airflight Accident Insurance policies issued by the **Company** under this benefit with respect to more than one incident occurring during a calendar year is limited to \$24,000,000 in the aggregate.

#### What To Do If You Have A Claim

In order to qualify for coverage under this provision, You or someone on Your behalf must submit to Us:

- 1. The completed Medical Claim Form;
- 2. Detailed medical documentation;
- A detailed signed and sworn statement as to proof for such loss; and
- 4. Any other information **We** deem necessary to properly adjudicate **Your** claim.

# **POLICY EXCLUSIONS**

Exclusions only Applicable to the Emergency Medical section of this Policy:

There is no coverage and no benefits will be payable for claims presented under this section resulting from:

- 1. **Pre-Existing Conditions** or related **Medical Conditions** as follows:
  - i) For ages 69 and under on the Start Date, any Pre-Existing Condition or Medical Condition that was not Stable and Controlled during the 180 day period immediately prior to Your Start Date.
  - ii) For ages 70 to 79 on the Start Date:
    - A)any Pre-Existing Condition or Medical Condition that was not Stable and Controlled during the 180 day period immediately prior to Your Start Date; and,
    - B) any of the following **Pre-existing**Conditions that existed during the 180 day

period immediately prior to **Your Start Date**:

- Any heart condition including but not limited to heart attack, angina, arrhythmia or cardiac surgery:
- Any brain condition including but not limited to stroke, transient ischemic attack (TIA), mini-stroke, aneurysm or seizure:
- Any lung condition including but not limited to chronic obstructive pulmonary disease (COPD), asthma, chronic bronchitis or emphysema.
- iii) For ages 80 and over on the **Start Date**, any **Pre-Existing Condition** or **Medical Condition** that existed during the 180 day period immediately prior to **Your Start Date**.
- Expenses related to a Sickness, Injury, or Medical Condition that in the opinion of Our medical director would have caused You to seek medical advice, diagnosis, care or Treatment, during the 180 day period immediately prior to Your Start Date;
- Any expenses incurred outside the **Period of Coverage**;
- 4. Any expenses incurred outside Canada except for:
  - a) if coverage is purchased prior to arrival in Canada, Emergency expenses incurred en route to Canada after the date and time You leave Your Home Country provided You are scheduled to arrive in Canada within 48 hours of departure;
  - b) if coverage is in effect on the date You leave Canada, Emergency expenses incurred en route to Your Home Country after the date and time You leave Canada provided You are scheduled to arrive in Your Home Country within 48 hours of departure;
  - c) Emergency expenses incurred during any side trip outside of Canada as described in Coverage for Side Trips Outside Canada on page 5;

#### 5. Treatment:

- a) not required for the immediate relief of acute pain and suffering;
- b) which can reasonably be delayed until Your
   Policy expires or You return to Your Home
   Country;
- c) for follow-up Treatment (other than subsequent follow-up visits per benefit 1. g) on page 11), Recurrence of a Medical Condition or subsequent Emergency Treatment or hospitalization for a Medical Condition or related Medical Conditions for which You had received Emergency Treatment during Your Period of Coverage:
- 6. Transplants of any kind;
- Expenses incurred whereby this Policy was purchased specifically to obtain Hospital or medical Treatment outside Your Home Country whether or not recommended by Your attending Physician;
- The cost of replenishing any medication that was in use on Your Departure Date or for the maintenance of any course of Treatment that commenced prior to Your date of arrival in Canada:
- Unless the Company pre-approves it, Emergency air transportation; surgery; diagnostic testing; cardiac procedures including but not limited to cardiac catheterization, angioplasty or surgery;
- Your mental, emotional or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- Any Treatment or services performed by a Family Member;
- 12. Any elective medical **Treatment**;
- Cataracts or any Medical Conditions resulting from their medical care;
- 14. Pregnancy, childbirth, complications of pregnancy or childbirth, or voluntarily induced abortion; or a child born during **Your Period of Coverage**.

# Exclusions only Applicable to the Accidental Death & Dismemberment section of this Policy:

There is no coverage and no benefits will be payable for claims presented under this section resulting from:

- Disease or any physical defect, infirmity or Sickness which existed before the commencement of Your Period of Coverage;
- 2. Any Injury sustained as a result of any type of employment or employment related activities; or
- 3. Any Act of Terrorism.

#### Exclusions Applicable to all sections of this Policy:

There is no coverage and no benefits will be payable for claims resulting from:

- Your use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
- Your suicide, attempted suicide or any intentionally self-inflicted Injury;
- 3. Your participation in Extreme Activities;
- 4. **Your** participation in organized professional sporting activities;
- Your driving a motorcycle, moped, or scooter, whether or not You are driving on publicly maintained roads, driving off-road or on private property (unless You hold an applicable valid Canadian driver's license);
- 6. **Your** riding, driving or participating in races of speed or endurance:
- 7. Your piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a Common Carrier:
- Fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 9. Your participation in a crime or malicious act;

- 10. **Your** participation in a riot or insurrection;
- War or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
- 12. **Act of Terrorism** by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- 13. Your participation in the armed forces;
- 14. Orbital or sub-orbital flights;
- 15. Events related to travel warnings issued by Foreign Affairs Canada prior to Your Start Date that were or continue to be in effect for Your country, region or city of destination during Your Period of Coverage, as reflected in Your travel itinerary;
- 16. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
- 17. Any trip as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

# **GENERAL POLICY PROVISIONS**

#### Administration Fees:

- A. Refund of Premium: Other than the "10 Day Right to Examine" on page 1, and provided that You have not reported a claim under this Policy, a refund for unused days will be allowed. The following administration fees will be deducted from Your refund if You:
  - a) cancel **Your** policy due to a denial of **Your** travel visa (no fee will be deducted):
  - b) cancel Your policy before Your Start Date due to You no longer being eliglible (no fee will be deducted);

- c) cancel **Your Policy** before **You** leave **Your Home Country** for other than "a)" or "b)"
  above (\$250 fee will be deducted):
- d) cancel **Your Policy** before **Your Expiry Date** to return to Your **Home Country** or if **You** become insured under a Canadian federal, provincial or territorial health/medical plan (\$50 fee will be deducted); or
- e) cancel **Your Policy** and decide to stay in Canada (\$250 fee will be deducted).

A request for refund must be submitted to **Your** broker within 30 days from the requested cancellation date. All requests for refunds must be accompanied with the following applicable documentation:

- a) evidence that **You** have been denied a travel visa;
- b) evidence that **Your** trip was cancelled before **You** departed **Your Home Country**;
- c) evidence to prove Your date of return to Your Home Country;
- d) evidence that **You** have become insured under a Canadian federal, provincial or territorial health/medical plan:
- e) evidence that You have decided to seek alternative health protection while staying in Canada.

If a claim is received after a request for premium refund has been processed, **You** will be financially responsible for paying the claim and the **Company** will forward the claim to **You** for settlement.

B. Date Changes: Any requests for a date change after Your Start Date other than an extension of Your Period of Coverage may incur an administration fee of \$50.

Assignment of Benefits: Where the Company has paid expenses or benefits to You or on Your behalf under this Policy, the Company has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This Policy also allows the Company to receive, endorse and negotiate eligible payments from those parties on Your behalf. When the

**Company** receives payment from any other insurer, or any other source of recovery to the **Company**, the respective payor is released from any further liability with respect to the claim.

**Autopsy:** In the event of **Your** death, the **Company** may request an examination or autopsy subject to any applicable laws relating to autopsies.

**Concealment and Misrepresentation:** The entire coverage will be void, if before, during or after a loss, any **Material Fact** or circumstance relating to this **Policy** has been concealed or misrepresented.

Conformity With Existing Laws: Any provision of this Policy which is in conflict with any Canadian federal, provincial or territorial law where this Policy is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this Policy shall apply.

Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

**Contract Changes:** This **Policy** is a legal contract between **You** and **Us.** It, including any endorsements and attached papers are the entire contract. No change in this **Policy** is valid unless approved in writing by one of **Our** officers. No agent or broker has the right to change this **Policy** or to waive any of its provisions.

**Currency**: All premiums and benefits under this **Policy** are payable in Canadian currency based on a) the rate of exchange set by any chartered bank in Canada on the last date of service, or b) on the date the payment is issued to the provider of service.

Coordination of Benefits: The benefits in this Policy are secondary to those available under any other coverage You may have including but not limited to government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance,

credit card benefit insurance, and other travel insurance.

Limitation of Liability: The Company's liability under this Policy is limited solely to the payment of eligible benefits, up to the maximum amount stated in this Policy for any loss or expense. The Company upon making payment under this Policy does not assume any responsibility for the availability, quality, results or outcome of any Treatment or service, or Your failure to obtain any Treatment or service covered under the terms of this Policy. Regardless of how many valid Visitors to Canada policies You have purchased with the Company, the maximum amount for which You can be covered is limited to \$150,000.

**Medical Examination:** The **Company** reserves the right to have **You** medically examined in the event of a claim.

**Medical Records**: In the event of a claim, **You** agree to provide access to and **We** reserve the right to review any and all medical records or documentation relating to **Your** claim(s) from any licensed **Physician**, dentist, medical practitioner, **Hospital**, clinic, insurer, individual, institution or other provider of service relating to the validity of **Your** claim.

Right of Recovery: In the event that You are found to be ineligible for coverage, a benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this Policy, a claim is found to be invalid, or benefits are reduced in accordance with any Policy provision, the Company has the right to collect from You any amount which it has paid on Your behalf to medical providers or other parties or seek reimbursement from You, Your estate, any institution, insurer, or person to whom the payment was made.

Subrogation: If You suffer a loss caused by a third party, the Company has the right to subrogate Your rights of recovery against the third party for any benefits payable to or on Your behalf, and will, at its own expense and in Your name, execute the necessary documents and take action against the third party to recover such payments. You must not take any action or execute any documents after the loss that will prejudice the Company's rights to such recovery.

# **DEFINITIONS**

**Accident** means a happening due to external, violent, sudden or fortuitous causes beyond **Your** control which occurs during the **Period of Coverage**.

Act of Terrorism or Terrorism means the unsanctioned and illegal use of violence (excluding general civil disturbance, rioting and act of war (declared or undeclared) or the intentional release of a biological material), which caused destruction of property, **Injury** or death for the express or implied purpose of achieving a political, ethnic or religious goal or result.

**Caregiver** means the permanent full-time person entrusted with the well-being of **Your Dependents** and whose absence cannot reasonably be replaced.

**Common Carrier** means commercial airline carrier, cruise ship, ferry, bus, train, taxi, limousine or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire not including rented, leased or privately owned vehicles.

**Company, We, Our, Us** means Old Republic Insurance Company of Canada, Hamilton, Ontario.

**Contamination** means poisoning of people by nuclear, chemical and/or biological substances that cause **Sickness** or death.

Deductible means the amount of covered expenses per Emergency, under the Emergency Medical section of this Policy that You are responsible for paying before any remaining covered expenses are paid under this Policy. The amount of the Deductible for which You are responsible, if any, is shown on Your Policy Confirmation. If You are Hospitalized for 72 consecutive hours, we will waive the first \$1,000 of any Deductible.

**Departure Date** means the date **You** actually leave **Your Home Country**.

**Dependent** means any insured unmarried person who is dependent upon **You** for support, is travelling with **You** or who joins **You** during **Your Period of Coverage** and is either: i) under 21 years of age; ii) under 26 years of age if a full-time student; or iii) of any age who is mentally or physically handicapped.

Emergency means a sudden and unforeseen Medical Condition that requires immediate Treatment. An Emergency no longer exists when medical evidence indicates that You are able to return to Your Home Country or continue with Your visit to Canada.

**Emergency Assistance Provider** provides the **Emergency** service 24 hours a day, 7 days a week, during **Your Period of Coverage** (See page 10).

**Expiry Date** means the date coverage under this **Policy** ends as shown on **Your Policy Confirmation**.

**Extreme Activities** means participating in any of the following: bungee jumping, hang-gliding, hunting, mountain climbing, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving, spelunking, tall ship crewing.

Family Member means spouse, parent, legal guardian, step-parent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew or an employed Caregiver for unmarried Dependents under 16 years of age.

**Fare** means the lowest single seat fare from any International Air Transportation Association carrier.

Home Country means Your country of permanent residence before Your arrival in Canada. If You are eligible for a provincial GHIP program within 90 days of an Emergency, Your Home Country will be Canada.

Hospital means an institution that is licensed, and that is staffed and operated for the care and **Treatment** of in-patients and out-patients. **Treatment** must be supervised by **Physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A **Hospital** is not an establishment used mainly as a clinic,

extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Injury** means sudden bodily damage caused by an **Accident** during the **Period of Coverage**.

**Material Fact** means any fact that would cause **Us** to decline **Your** application for insurance or charge more premium than **You** have paid for the insurance **Policy**.

**Medical Condition** means any disease, illness or **Injury** including symptoms of undiagnosed conditions.

**Medically Necessary** means **Treatment** or services that are appropriate for the relief of **Sickness** or **Injury** in an **Emergency**, based on generally accepted professional medical standards.

**Normal Daily Activities** means any of the following, eating, bathing, use of a toilet, getting in and out of a bed or chair, and dressing.

Physician means a person who is not You or a Family Member or Your Traveling Companion who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical Treatment.

**Plan Limit** means the maximum amount of coverage under this **Policy** purchased by **You** as shown on **Your Policy Confirmation.** 

**Policy** means this document and **Your Policy Confirmation**, which is issued in consideration of payment of the required premium.

Policy Confirmation confirms the insurance coverage You have purchased, sets forth Your Policy purchase date, Your effective date and the Expiry Date of Your Period of Coverage and forms an integral part of the Policy contract.

**Pre-Existing Condition** means any **Medical Condition** that exists prior to **Your Start Date**.

**Reasonable and Customary** means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

**Recurrence** means the appearance of symptoms caused by or related to a **Medical Condition** which was

previously diagnosed by a **Physician** or for which **Treatment** was previously received.

**Sickness** means an acute illness, acute pain and suffering or disease that requires **Emergency** medical **Treatment** or hospitalization due to the sudden onset of symptoms during the **Period of Coverage**.

Stable and Controlled means a Medical Condition where:

- 1. there has not been any new **Treatment** prescribed or recommended, or change(s) to existing **Treatment** (including a stoppage in Treatment); and
- 2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If **You** require a routine adjustment to the dosage of **Your** prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed or stopped) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and
- 3. the Medical Condition has not become worse; and
- 4. there has not been any new, more frequent or more severe symptoms; and
- 5. there has been no hospitalization or referral to a specialist: and
- 6. there have not been any tests, investigation or **Treatment** recommended, but not yet complete, nor any outstanding test results; and
- 7. there is no planned or pending **Treatment.**

All of the above conditions must be met for a **Medical** Condition to be considered **Stable and Controlled**.

**Start Date** means the date **Your** insurance coverage under this **Policy** begins (See **Period of Coverage** page 4).

**Terminal Sickness** means a **Medical Condition** from which no recovery is expected and which carries a prognosis of death within 12 months of **Your Start Date**.

**Travelling Companion** means the person who is travelling with **You** during **Your Period of Coverage** up to a maximum of five persons, including **You**.

**Treat, Treated** or **Treatment** means a procedure prescribed, performed or recommended by a **Physician** 

for a **Medical Condition**. This includes but is not limited to prescribed medication, investigative testing and surgery.

Waiting Period means the period of time after the Start Date of Your Policy during which You are ineligible for benefits. If You become sick or injured during this period of time, Your Policy will not cover any expenses resulting from or related to this condition even if the Waiting Period is over.

You or Your means a person who is eligible and named on the Policy Confirmation for insurance under this Policy and for whom the required premium has been paid.

In this **Policy**, words and terms denoting the singular shall be interpreted to mean the plural and vice versa, unless the context clearly indicates otherwise.

# **CLAIMS INFORMATION**

#### Contact Us

Travel Claims Department

P.O. Box 557, Hamilton, Ontario L8N 3K9

Toll Free Fax: 1-866-551-1704

Toll Free Telephone

Canada & USA: 1-888-526-0111 Direct Dial Telephone 905-667-3391

If **You** experience an emergency or require medical assistance while **You** are travelling at any time call:

USA & Canada 1-800-334-7787

Elsewhere Operator Assisted Collect 905-667-0587

Direct Dial 1-905-667-0587

Email: assistance@oldrepublicgroup.com

#### How To Submit A Claim

You can download a claim form directly from Our website:

www.oldrepublicgroup.com/TAI

or You can contact Us toll free at: 1-888-526-0111

To make a claim for benefits under this **Policy**:

 Submit Your claims forms within 30 days after the expense or loss is incurred or as soon as is reasonably possible;  Written proof of the claim must be submitted within 90 days, but not later than 12 months after the date of the event or loss.

Written Proof of a Claim shall include:

- the completion of any claim forms furnished by the Company;
- 2. original receipts;
- 3.a written report, complete with the diagnosis by the attending **Physician**, if applicable, and any other form of documentation deemed necessary by the **Company** to validate **Your** claim.

Original substantiating claims documentation must be provided, however, the **Company** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable substantiation for a claim shall invalidate any claim under this **Policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **Company**.

### **Claim Payments**

We will pay covered claims, less any applicable Deductible, within 30 days of receiving all of the information We need to assess Your claim accurately.

**We** will pay eligible benefits to **You** or to any person or entity having a valid assignment to such benefits. In the event of **Your** death, any balance remaining or benefits payable for loss of life will be paid to **Your** estate, unless otherwise indicated.

#### Limitation of Action

If You have a claim in dispute under this Policy, You must begin any legal action or proceeding against the Company within 24 months following the date of the event which caused the claim. All legal actions or proceedings must be brought in the province of Ontario where the head office of the Company is located.

# **PRIVACY**

The **Company** is committed to protecting **Your** privacy. Collecting personal information about You is essential to Our ability to offer You high-quality insurance products and service. The information provided by You will only be used for determining Your eligibility for coverage under the Policy, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that We must share Your information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. We take great care to keep Your personal information accurate, confidential and secure.

**Our** privacy policy sets high standards for collecting, using, disclosing and storing personal information. If **You** have any questions about the **Company's** privacy policy, please contact **Our** Privacy Officer at 905-523-5587 or by email at:

privacy@oldrepublicgroup.com.

#### Underwritten by:

Old Republic Insurance Company of Canada

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Paul M. Field, CPA, CA President and Chief Executive Officer September 2018

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