TIC TRAVEL INSURANCE PLANS



Effective November 2012

Administered by TIC Travel Insurance Coordinators Ltd. Underwritten by Co-operators Life Insurance Company.

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

RIGHT TO EXAMINE POLICY

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

Refunds before the Effective Date

For all plans other than Trip Cancellation & Interruption Plans and the All-inclusive Package Plan, you have 10 days after purchase to return this policy for a full refund. Please refer to the sections of the policy that explain when coverage starts.

Refunds after the Effective Date

For refunds after coverage has started, refer to the Refunds section on page 7 of this policy.

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IMPORTANT NOTICE

Please read your policy carefully before you travel.

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances due to an emergency. It is important that you read and understand your policy before you travel as your coverage may be subject to certain limitations or exclusions.
- Your insurance contains pre-existing medical condition exclusions for travellers of any age. These exclusions apply to medical conditions and/or symptoms that existed on or before your departure date or effective date. Check to see how this applies in your coverage and how it relates to your departure date, purchase date and effective date.
- In the event of an accident, injury or sickness, your prior medical history may be reviewed when a claim is reported.
- You must notify TIC Emergency Assistance (toll free 1-800-995-1662 or worldwide collect 416-340-0049) prior to receiving any *treatment*, if you must cancel, interrupt or delay your *trip*, or you experience any *emergency*.
 Failure to notify TIC Emergency Assistance as required will delay the processing and payment of your claim and may limit the amount of your claim payment.
- If you are ineligible for coverage, the *insurer's* only liability will be to refund any premium paid. Please check your Confirmation of Coverage to ensure you have the coverage options you require. Payment will be limited to the coverage options you selected and paid for at the time of application. You will be responsible for any expenses that are not payable by the *insurer*.
- If you have been medically underwritten for coverage, you must notify us if your health status or medication changes between the date you complete the application and any departure date or the *effective date* of any top-up or extension. Otherwise, any material change in your health status or medication that might lead to a change in the underwriting decision may result in an amendment of your coverage or may render the coverage null and void.

To help you better understand your policy

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

What am I covered for?

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

What is not covered?

Travel insurance does not cover everything. Your policy has exclusions, conditions and limitations. You should read your policy carefully before you travel, so that you are aware of, and understand, the limits of your coverage.

Are the costs of my trip arrangements covered?

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

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

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

How do I make a claim?

To apply for benefits under this policy, you will need to send a completed claim form (with all original bills attached) to TIC. Please take care in filling out the form, as any missing information may cause delay.

Is my personal information protected?

We are committed to protecting the privacy, confidentiality and security of the personal information we collect, use and disclose. Your personal information, including your medical history, will be collected, used and disclosed only for the purpose of providing you with the requested insurance services. For a copy of TIC's privacy policy, please contact us or visit our website www.travelinsurance.ca.

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

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

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

Travel Assistance

TIC or Co-operators Life Insurance Company will use their best efforts to provide assistance for a medical *emergency* arising anywhere in the world. However, TIC, Co-operators Life Insurance Company, and their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for the failure of any person to provide or medical service.

Extended Absence from Canada

The provincial and territorial government health insurance plans limit the time a person can be out of Canada and still remain eligible for coverage. Check your province's health plan for details.

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

TRIP CANCELLATION & INTERRUPTION

ELIGIBILITY

To be eligible for coverage a person must:

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

Start of Coverage and Period of Coverage

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

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

End of Coverage

Coverage ends on the earliest of the date:

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

DESCRIPTION OF COVERAGE

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

BENEFITS For Basic Plan and Select Plan

Benefits are payable for the following costs:

a) Prior to Departure

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

b) After Departure

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

c) Prior To or After Departure

- In the event that a delay of the connecting carrier or automobile at the departure point causes a missed connection, provided the connecting carrier or automobile was scheduled to arrive not less than 90 minutes prior to the scheduled connection time due to:
- weather conditions, volcanic erupstions, natural disaster, or mechanical failure of the connecting carrier (airline, bus, train or government-operated ferry system); or
- traffic accident or emergency police road closure (police report required) causes the delay of a private or commercial automobile.

The insurer agrees to pay:

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

INSURED RISKS

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

Health

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

Legal

5. The *insured* has been called to jury duty, or been subpoenaed as a witness, and the court proceeding is scheduled to be heard during the period of the *trip* (excluding law enforcement officers).

6. The legal adoption of a child by the *insured* during the period of the *trip*, which necessitates cancellation of the *trip*.

External

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

Work

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

SPECIFIC CONDITIONS

1. Upon the occurrence of an 'Insured Risk' that results in cancellation, curtailment or delay of the *insured*'s *trip*, the *travel supplier* or agent must be notified on the same day or next business day that the cause of cancellation, *injury* or ultimate diagnosis of *sickness* occurs.

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

EXCLUSIONS

Benefits are not payable for costs incurred due to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CANX21 Any nuclear occurrence, however caused.

DEFINITIONS

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

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Insurer means Co-operators Life Insurance Company, except in respect of all property insurance, where the insurer is The Sovereign General Insurance Company.

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

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

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

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

 Biological agent means any pathogenic (diseaseproducing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Period of coverage means the period from the *effective date* to the *expiry date* as indicated in this policy and for which premium has been paid.

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

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

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

Sickness means any illness or disease.

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

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

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

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

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

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

GENERAL PROVISIONS

Assignment

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

Automatic Extension of Coverage

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

Benefit Payments

Unless otherwise stated, all provisions in this policy apply to each *insured* during one *period of coverage*. Benefits are only payable under one policy for each *insured* during the *period of coverage*. If more than one TIC policy is in effect at the same time benefits will only be paid under one insurance policy, the one with the greatest sum insured. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by TIC at the time of application. Any benefits payable do not include interest charges.

Claim Submission

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

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

Contract

The application, completed medical questionnaire, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract. Each policy or term of coverage is considered a separate contract. TIC reserves the right to decline any application or any request for extensions of coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by TIC.

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Coordination of Benefits

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

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

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

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

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.

Governing Law

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

Language

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

Limit on Liability

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

Misrepresentation or Nondisclosure

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

Premiums

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

Rights of Examination

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

Right to be Reimbursed

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

- a) reimburse the *insurer* for all *emergency* medical and hospital costs paid under the policy from any amounts the *insured* receives from a third party responsible for the *insured's injury* or *sickness* whether such amounts are paid under a judgment or settlement agreement;
- whenever reasonable, initiate a legal action against the third party to recover damages, which include *emergency* medical and *hospital* costs paid under the policy;
- include all *emergency* medical and *hospital* costs paid under the policy in any settlement agreement the *insured* reaches with the third party;
- d) act reasonably to preserve the *insurer's* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;
- keep the *insurer* informed of the status of any legal action against the third party; and
- f) advise his or her counsel of the *insurer's* right to reimbursement under the policy.

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

Time

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

REFUNDS

When submitting a refund request, please include:

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

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

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

Important Notes

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

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

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

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the *insured* was out of province; if this amount is less than the minimum premium required for the plan purchased, the minimum premium will be used. This amount is then subtracted from the total premium paid.

Refund amounts less than \$10 will not be issued.

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: www.travelinsurance.ca

SEND YOUR CLAIMS TO:

TIC Claims Department

2100 - 250 Yonge Street

Toronto, Ontario, Canada M5B 2L7 Collect worldwide: 416-340-8809 Toll free Canada/U.S.A.: 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 the *insured's* or claimant's responsibility.
- To submit your claim, fill out the claim form completely and include all original bills. Incomplete information will cause delay.

When submitting your Trip Cancellation & Interruption claim, please include:

a) Trip Cancellation, Interruption and Delay

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

b) Prior to Departure

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

- i. Itemized copy of the invoice confirming the amount paid for your *trip*, including the cost of airfare, hotel, taxes, service fees and any other expenses.
- ii. Proof of payment such as: a credit card statement, a copy of a cancelled cheque, or a copy of the official receipt issued by the travel agency.
- iii. Statement of refund from the $\it travel supplier$ or agent if applicable.

iv. Original unused airline tickets and any other original travel documentation (if you did not get a refund from any other source).

c) After Departure

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

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

Important Note

• If an insured *trip* must be cancelled, the *travel supplier* or agent must be notified on the day (or the next business day) that the cause of cancellation occurs. Benefits are limited to the amounts that are non-refundable, at the occurrence date of the 'Insured Risk' that was the cause for cancellation, regardless of the date the *trip* is cancelled.

STATUTORY CONDITIONS

Despite any other provision contained in the contract, this contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.

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



EMERGENCY PROCEDURES

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

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

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

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

Underwritten by: Co-operators Life Insurance Company 1920 College Avenue Regina, Saskatchewan S4P 1C4