



# Visitors to Canada **PLATINUM**<sup>®</sup>

Emergency Travel Insurance

Effective Date: April 25, 2006

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TRAVEL UNDERWRITERS

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## CONTACT INFORMATION

Keep these numbers handy when you travel. You can contact us at the following numbers or visit us at [www.oneworldassist.com](http://www.oneworldassist.com)

### Claims/Hospitalization

In the event of hospitalization, call OneWorld Assist immediately:

From Canada & USA	1-800-663-0399
From Mexico	001-800-514-9976
Outside N. America & Mexico (Global toll-free)	*800-663-00399
Worldwide (collect)	**604-278-4108

### Notice to insured, physicians and hospitals

It is a condition of the Insurance that in the event of medical emergency due to sickness or injury which may require or result in hospitalization, the insurer must be notified as soon as possible.

### Policy Extensions During General Business Hours

To extend your policy while travelling, simply call us:

From Canada & USA	1-800-663-5389
From Mexico	001-800-514-9976
Outside N. America & Mexico (Global toll-free)	*800-663-00399
Worldwide (collect)	**604-276-9900

\* To use the global toll-free service when you are travelling outside North America and Mexico, you must first dial the international access code (see list below) to reach Canada, then enter our 11-digit toll-free number. For example, if you are in Australia, dial 0011 + 800-663-00399

Argentina	00	Latvia	00
Australia	0011 or 00111	Luxembourg	00
Austria	00	Macau	00
Belarus	810	Malaysia	00
Belgium	00	Netherlands	00
Bulgaria	00	New Zealand	00
China	00	Norway	00
Colombia	005 or 00	Philippines	00
Costa Rica	00	Poland	00
Cyprus	00	Portugal	00
Czech Republic	00	Russia	810
Denmark	00	Singapore	001
Estonia	00	Slovenia	00
Finland	00 or 990	South Africa	00 or 09
France	00	South Korea	001 or 002 or 008
Germany	00	Spain	00
Hong Kong	001	Sweden	00
Ireland	00	Switzerland	00
Israel	00 or 014	Taiwan	00
Italy	00	Thailand	001
	010 or 0061 010	United Kingdom	00
Japan	or 0041 010 or 001	Uruguay	00
	010 or 0033 010		

\*\* If you are unable to use the global toll-free service and access codes shown above (subject to change without notice), please call us collect. You can complete your call by speaking immediately with a Canadian operator using one of the Canada Direct access numbers listed on our website at [www.oneworldassist.com](http://www.oneworldassist.com) or with the assistance of a local operator.

Tell the Canadian or local operator you wish to make a collect call to Canada at 604-276-9900 (for policy extensions) or at 604-278-4108 (for claims/hospitalization). Some restrictions may apply depending on the country from which the call is originating.

**This is Your insurance document. This document contains clauses that may exclude coverage. Please read carefully.**  
**All capitalized terms are defined as stated in the "Definitions" section.**

## 10-DAY FULL REFUND PROVISION

You have 10 days from the application date to review this Policy to ensure it meets Your Insurance needs. A full refund is available provided no travel has taken place and/or no claim has been or will be submitted.

To cancel Your Policy, You must contact Your agent or Travel Underwriters during general business hours. The request must be received no later than 10 days from the application date of the Policy.

Other refunds may be available, please refer to the Refunds section of the plan You have purchased.

## INSURING AGREEMENT

In consideration of having paid the required premium, the Company agrees to provide You with insurance coverage in accordance with the terms and conditions as set forth in this Policy.

All the limits of insurance under each benefit are per trip.

## ELIGIBILITY

You are eligible for coverage if:

1. You are over the age of 14 days old and have not reached the age of 90 years at the time of application.
2. You are:
  - a) A foreign worker or a visitor to Canada with valid legal status in Canada; or,
  - b) an immigrant awaiting provincial government health care coverage; or,
  - c) a returning Canadian not eligible for provincial government health care plan due to an extended leave.
3. The expenses You incur result from an Acute, sudden and unexpected Emergency.

## PERIOD OF COVERAGE

**Coverage commences:**

- a) on the date of departure from Your country of permanent residence provided premium is paid in full prior to departure from Your country of permanent residence and provided the total trip length between departure from Your country of permanent residence and arrival in Canada does not exceed seven (7) days; or,
- b) if the Policy is purchased after arrival in Canada, on the effective date as shown on the application/declaration subject to the Waiting Period requirements. The effective date must not be prior to Your arrival date in Canada.

Where the Policy is purchased by a third party on Your behalf, the application date must be prior to Your arrival in Canada.

**Coverage terminates on the earliest of the following:**

- a) at 12:00 Midnight on the expiry date as shown on the application/declaration; or,
- b) on the day You obtain immigrant or refugee status from the Government of Canada and become eligible for or insured under the government health care plan of the province or territory in which You reside.

**Applicable to Accidental Death and Dismemberment Insurance**

- a) Coverage commences on the date and time shown on Your transportation ticket or on the date and time You leave Your country of permanent residence provided premium is paid in full prior to departure from Your country of permanent residence and provided the total trip length between departure from Your country of permanent residence and arrival in Canada does not exceed seven (7) days.
- b) Coverage terminates on the return date and time shown on Your transportation ticket or on the date and time You return permanently to Your country of permanent residence.

**CONDITIONS**

**Special Note:** Travel worldwide during the period of coverage is valid as long as the majority of the period of coverage is spent in Canada. Coverage is not applicable while in Your country of permanent residence.

**EMERGENCY HOSPITAL/MEDICAL INSURANCE**

**BENEFITS**

This insurance is available in aggregate benefits limits in increments of \$10,000 up to a maximum of \$300,000 per insured person

If hospitalization or Medical Treatment due to a medical Emergency is required by You while travelling outside your country of permanent residence, the Company will pay You or the Physician of Your choice for all eligible medical expenses up to the maximum aggregate limit. To qualify for reimbursement, the expenses must be Medically Necessary for the treatment of an Acute, sudden and unexpected Sickness or Accident.

The following expenses will be reimbursed up to the limit as specified under each benefit; or if not, up to the maximum aggregate benefit limit as shown on the application/declaration for which the appropriate premium has been paid:

**1. Emergency Medical Services**

The Company agrees to pay You or Your Physician and Hospital directly in respect of the expenses set out below for losses incurred in excess of the amount of the deductible as shown on the application/declaration, per Insured per covered claim.

- **Emergency Medical Treatment**

Actual, usual and customary charges for reasonable and

necessary Hospital and medical expenses for:

- › Emergency Hospital confinement as a resident in-patient (limited to semi-private accommodation). Any coverage related to the Hospital confinement terminates upon release from Hospital.
- › Emergency Medical Treatment as an outpatient.

- **Physician**

The services of a Physician.

- **Ambulance**

The services of a licensed ambulance, including mountain and sea rescue, from the scene of the accident or place of onset of the Sickness to the nearest Hospital.

- **X-ray Examinations**

X-ray examinations and diagnostic laboratory procedures when performed at time of initial Emergency, and/or for non-emergency Medical Treatment provided treatment is a direct result of the initial Emergency Medical Treatment.

- **Medicines and/or Drugs**

Medicines and/or drugs (excluding vitamins, minerals, dietary supplements and over the counter medicines) prescribed by the attending Physician for a maximum period of 30 days or up to a maximum of \$10,000, whichever first occurs (original pharmacy prescription receipts are required). While You are confined to Hospital the Company will reimburse the total cost of such medicines and/or drugs.

- **Rental of Essential Medical Appliances**

Rental of essential medical appliances including but not limited to wheelchairs, crutches and canes, but in no event will the rental amount payable exceed the total purchase price.

- **Private Duty Nursing**

Private duty nursing services, performed by a registered nurse (R.N.) other than a relative, when ordered in writing by the attending Physician expressly in lieu of hospitalization.

**2. Non-Emergency Medical Treatment**

Benefits are payable up to a maximum limit of \$3,000 per Policy for non-emergency Medical Treatment, provided treatment is a direct result of the initial Emergency Medical Treatment.

**3. Other Professional Medical Services**

Services of a licensed physiotherapist, chiropractor, chiroprapist, osteopath, podiatrist for the relief of Acute Emergency pain, up to a maximum limit of \$500 per practitioner.

**4. Emergency Air Transportation**

**This benefit is payable only when pre-approved and arranged by OneWorld Assist Inc.**

- a) Medical air evacuation to the nearest medical facility equipped to provide the required treatment, or for return to Your country of permanent residence, or
- b) the cost of stretcher fare or one-way economy airfare on a commercial flight via the most direct route for return to

Your country of permanent residence for immediate medical attention, and

- c) the cost of a return economy airfare on a commercial flight via the most direct route for a qualified medical attendant, other than a relative, to accompany You when the attendant is medically necessary or required by the airline.

#### 5. Return of Insured Travelling Companion

**This benefit is payable only when pre-approved and arranged by OneWorld Assist Inc.**

If You are returned to Your country of permanent residence under the Emergency Air Transportation Benefit or the Repatriation Benefit, the Company will reimburse a one-way economy airfare back to point of departure for one Travelling Companion.

#### 6. Family Transportation

**This benefit is payable only when pre-approved and arranged by OneWorld Assist Inc.**

If an attending Physician considers it necessary, the Company will reimburse one economy return airfare or ground transportation costs for a Family Member to be with You while You are in Hospital, and \$100 per day for meals and commercial accommodation.

#### 7. Out of Pocket Expenses

The Company will reimburse up to \$200 per day to a maximum of \$2,000, in the event You or Your Travelling Companion are confined to Hospital on the date on which You are scheduled to return to Your country of permanent residence, for reasonable and necessary commercial accommodation, meals, telephone calls, and taxi or bus fare. The Company will also reimburse these expenses for other Insureds who remain with You or Your Travelling Companion while hospitalized.

#### 8. Child care

The Company will reimburse up to \$50 per day to a maximum of \$500 for child care costs (excluding child care provided by a Family Member) in the event You are confined to Hospital and thus prevented from returning to Your country of permanent residence. This benefit is only applicable to children travelling with You.

#### 9. Dental Services

The Company will reimburse up to a maximum limit of \$4,000 for an Accident requiring the repair or replacement of sound natural teeth or permanently attached artificial teeth. Also, benefits are payable for other Emergency treatment for dental pain relief, other than pain caused by an Accident, up to a maximum limit of \$600. All dental treatment must be initiated within 48 hours from the time the Emergency began and completed no later than 90 days after the treatment began.

#### 10. Maternity

The Company will reimburse up to a maximum of \$3,000 for pregnancy, childbirth and complications thereof in the last nine (9) weeks of the expected date of delivery provided the pregnancy commenced after the effective date of the Policy.

#### 11. Repatriation

In the event of Your death during a trip, as a result of an Accident or unexpected Sickness covered under the Policy Benefits, the Company will reimburse for:

- a) preparation and return of Your body, including the cost of a standard shipping container (excluding the cost of a casket) to Your country of permanent residence to a maximum of \$12,000; or,
- b) burial or cremation at the place of death (excluding cost of a burial coffin or urn), in the event Your body is not returned to Your country of permanent residence, to a maximum of \$5,000.

#### 12. Return of Vehicle

If the attending Physician determines that as a result of an Emergency, You are incapable of continuing Your trip by means of the Vehicle used for the trip and Your Travelling Companion is unable to do so for You, the Company will reimburse the actual reasonable and necessary charges incurred for a commercial agency to return a Vehicle that You own or rent to either Your country of permanent residence or the nearest appropriate vehicle rental agency. The maximum benefit payable is limited to the amount it would cost the Insurer to return Your Vehicle, but in no event will the maximum benefit payable exceed \$2,500.

### DEDUCTIBLE

This Policy will reimburse eligible medical expenses for losses incurred in excess of the amount of the deductible as shown on the application/declaration as selected at time of application, per Insured per covered claim. This deductible applies to the portion of eligible expenses listed in section Benefits, under benefits no. 1 Emergency Medical Treatment, and no. 2 Non-Emergency Medical Treatment.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

**Air Flight Accident:** Maximum Aggregate Sum Insured - \$25,000

**24-Hour Accident:** Maximum Aggregate Sum Insured - \$25,000

### COVERED RISKS

#### Air Flight Accident

Death or dismemberment as a result of an Accident sustained during the period of coverage while entering, riding or leaving an airplane or helicopter flight lawfully operated by a licensed public air common carrier as a fare-ticket passenger.

#### 24-Hour Accident

Death or dismemberment as a result of an Accident during the period of coverage in any other situation not specifically mentioned under Air Flight Accident above.

### BENEFITS

In the case of Your accidental death or certain Losses resulting from Accident, the Company will pay to You or Your Beneficiary, on behalf of You, the benefits as defined below, but in no event shall payment

exceed the maximum aggregate sum insured under this section:

1. 100% of the maximum aggregate sum insured for loss of life, double dismemberment or Loss of sight in both eyes.
2. 50% of the maximum aggregate sum insured for single dismemberment or Loss of sight in one eye.

Benefits for loss of life, limb or sight are payable for Loss that occurs within 90 days of the date of the accident.

Any claim based on loss of life, dismemberment or Loss of sight must be substantiated by a certificate from the attending Physician at the place of the Accident attesting to the injuries sustained.

## LIMITATIONS

The total aggregate limit is \$10 million for any one Accident or event.

Coverage is not subject to the deductible as specified in the section entitled Emergency Hospital/Medical Insurance.

## EXCLUSIONS

The Company will not provide coverage, provide services, or pay claims for expenses incurred directly or indirectly as a result of:

1. Pre-existing Conditions as defined except as follows:
  - a) for persons **69 years and under**, if Stable in the 120 days prior to the effective date of this Policy; or,
  - b) for persons **70 to 79 years**, if Stable in the 120 days prior to the effective date of this Policy and the applicable optional coverage was purchased.
2. Any loss incurred as a result of Sickness that originated or was symptomatic during the Waiting Period as follows:
  - a) the first 48 hours from the effective date of this Policy, if this Policy was purchased within 60 days of Your arrival date in Canada; or,
  - b) within the first seven (7) days from the effective date of this Policy, if this Policy was purchased 61 days or more after Your arrival date in Canada.
3. Any subsequent claim of the same medical condition with respect to a Sickness or Injury, that occurred during a covered trip and for which a claim has already been made or is pending.
4. Conditions or any related conditions for which, prior to arrival date in Canada, testing or investigative consultation took place, was scheduled to take place or was recommended, and for which results had not yet been received at the time of departure from Your country of permanent residence. This includes tests that were recommended or scheduled prior to departure, but had not yet taken place at the time of departure.
5. Tests and investigative consultation, including but not limited to biopsies, except when performed at the time of initial Emergency Sickness or Injury.
6. Elective (non-emergency) Treatment or Surgery.
7. A trip that is undertaken:
  - a) against a Physician's advice; or,
  - b) after diagnosis of a Terminal Condition.
8. Any medical condition or recognized complication of a condition, where the purpose of Your trip is to seek Medical Treatment or advice for that condition, and where the medical evidence indicates the Medical Treatment is related to that condition.
9. Routine pre-natal care, pregnancy, childbirth or complications thereof, occurring within the nine (9) weeks immediately before or after the expected date of delivery except as specified under the "Maternity" Benefit.
10. Medical expenses incurred by an infant 14 days old or less.
11. Suicide or attempt thereat, self-inflicted injury, or the commission or attempted commission of any crime or offence.
12. Psychotherapeutic treatment or rehabilitative treatment, psychological, Emotional or Mental Disorders.
13. A medical condition for which Medical Treatment could have reasonably been expected.
14. Air ambulance or other medical evacuation by air unless pre-approved and arranged by OneWorld Assist Inc.
15. Treatment, services or prescriptions required for ongoing care or check-ups, or provided in a psychiatric hospital, chronic care facility of a Hospital or convalescent or nursing home, health spa, or rehabilitation centre.
16. Expenses incurred as a result of Your failure to accept or follow a Physician's advice, treatment or recommended treatment.
17. The consumption or abuse of any alcohol, drugs or medication, or any event, act or omission caused or contributed to by the use or abuse of alcohol, drugs or medication.
18. Injury or Sickness while participating in Professional Sport activities, and/or while scuba diving unless You are certified by an internationally recognized and accepted program (NAUI, PADI).
19. A condition arising out of or resulting from Acquired Immune Deficiency Syndrome ("AIDS") or AIDS Related Complex ("ARC") if the condition first manifested itself prior to the effective date of coverage or if the condition arose out of Human Immunodeficiency Virus ("HIV") that had first been diagnosed or that manifested itself prior to the effective date.
20. a) War, civil war, riot, rebellion, insurrection, revolution, invasion, hostilities or warlike operations (whether war be declared or undeclared), civil commotion, overthrow of the legally constituted government, military or usurped power, explosions of war weapons, utilization of nuclear, chemical or biological weapons;
  - b) death or disablement in any way caused by or contributed by radioactive contamination; or
  - c) any action taken in controlling, preventing or suppressing any, or all of a) or b) above.

21. Unless otherwise stated in this Policy (see General Condition, no. 2), expenses incurred if other insurance policies, plans or contracts, including any private or provincial automobile insurance, cover the loss. If, however, the loss exceeds the limits of the other policies, plans or contracts, if this insurance covers losses or periods not covered by those other policies, plans or contracts, this insurance shall then apply in excess of all other valid insurance.
22. Loss of or damage to eyeglasses, contact lenses, prosthetic devices, hearing aids.

#### **Applicable to Accidental Death and Dismemberment Insurance**

This Policy does not provide payment or indemnity for expenses incurred directly or indirectly as a result of:

1. Terrorist Activity.

### **GENERAL CONDITIONS**

#### **Provisions and Conditions:**

1. **Qualification, Misrepresentation and Fraud** – The coverage under this Policy shall be void if You do not meet the eligibility requirements for the plan selected as set out in the Application/Declaration. The eligibility requirements are material to the risk for which insurance is sought. In addition, the coverage under this Policy shall be void if, before or after a loss, You or Your representative misrepresent, conceal or fail to disclose any material fact or matter, or if there is any fraud or false swearing by You or Your representative, pertaining to You or any claim under this Policy.
2. **Subrogation** – The Company will not subrogate against any employment plans if the lifetime maximum limit for all in-country and out-of-country benefits under that plan is \$100,000 or less.  
If You acquire any right of action against any person, firm or organization for loss covered hereunder, You shall, if requested by the Company, assign and transfer such claim or right of action to the Company and will permit suit to be brought in Your name under the direction and expense of the Company. This right of subrogation is in addition to all other rights of subrogation existing under common law, equity or statute. You shall do nothing after a loss to prejudice the Company's rights of subrogation. In the event that You make any legal claim against a third party based on an event that led to the payment of a claim under this Policy, You will include the amount of that claim in Your legal claim against the third party, and will account to the Company for any recovery from the third party.
3. **Misstatement of Age** – If Your age has been misstated to the Company the coverage and/or premium may be adjusted in accordance with the correct age as of the date You applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.
4. **Due Diligence** – You must act at all times so as to minimize the costs to the Company.
5. **Currency** – Any dollar amount expressed in this Policy is deemed to be in Canadian currency.
6. This Policy is void and does not provide any coverage if the information provided at the time of application/declaration is not true and accurate.
7. The availability, quality, results or effects of any Medical Treatment, assistance, hospitalization, transportation or Your failure to obtain any of the above, is not the responsibility of either the Company or Travel Underwriters, OneWorld Assist Inc. or any company or agency providing services on their behalves.
8. The Company reserves the right to accept or to decline any person as an Insured.
9. In the case of duplicate benefits in this Policy claims are payable for one benefit only.
10. OneWorld Assist Inc. has been appointed by the Company to be the sole provider of all assistance and claims processing services.
11. In the event of Medical Treatment or other circumstances that have led or may lead to a claim under this Policy, You authorize any Hospital, Physician or other person or organization that has records or knowledge of Your health, medical history or other information relevant to the claim to provide that information to the Company or OneWorld Assist Inc. and authorize the Company and OneWorld Assist Inc. to use and disclose that information for the purpose of determining whether any claim that may be made is covered by this Policy or by another plan or policy.
12. If requested by the Company or Travel Underwriters or OneWorld Assist Inc. You must furnish or consent to the release of Your medical records for the relevant period prior to the effective date and/or during the term of the insurance required in order to determine if the claim is payable. Failure to produce these records will invalidate Your claim.
13. In the event of a claim, upon request, You will establish the date of departure and initially planned date of return of the trip.
14. You shall be responsible for the verification of any Hospital and medical expenses incurred and shall upon request obtain and provide to OneWorld Assist Inc. itemized accounts of all Hospital and medical services that have been provided to You.
15. When expenses are reimbursable hereunder, the eligible medical expenses shall be paid by the Company within 30 days after OneWorld Assist Inc. has received satisfactory proof of claim.
16. The Company shall not reimburse any expense incurred after a period of 365 days has elapsed following the date on which the loss first occurred or the relevant Emergency first occurred.
17. The Company, Travel Underwriters and OneWorld Assist Inc. shall comply with all applicable privacy legislation and regulations.

18. If any of the terms or conditions of this Policy are in conflict with the statutes of the province or territory in which this Policy is issued, the terms and conditions are hereby amended to conform to such statutes.
19. In the event of unresolved disputes respecting any claim or portion thereof, the following should be contacted: Travel Underwriters, 11th Floor - 6081 No. 3 Road, Richmond, BC Canada, V6Y 2B2.
20. The law of the province or territory of Canada in which You are staying while a visitor to Canada, will govern this Policy, including all issues of its interpretation and performance. Any legal action or other proceeding related to or connected with this Policy that is commenced by You or anyone claiming on Your behalf or by an assignee of benefits under this Policy must take place in the courts of the province or territory of Canada in which You purchased this Policy, and no other court has jurisdiction to hear or determine any such action or proceeding.

## STATUTORY CONDITIONS

### The contract

The application, this policy, any document attached to this policy when issued, and any amendment to the contract agreed on in writing after this policy is issued constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

### Waiver

The insurer is deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

### Copy of application

The insurer must, upon request, furnish to insured or to a claimant under the contract a copy of the application.

### Material facts

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

### Notice and proof of claim

Notice of a claim shall be given in accordance with the claims procedures clause included in this policy as soon as practical but in no case later than 30 days from the date a claim arises under this policy. You must also within 90 days from the date the claim arises under this policy furnish such proof and additional information as is reasonably possible and if required by the company, furnish a certificate from a physician detailing the cause or nature of the sickness or injury for which the claim has been instituted.

### Failure to give notice or proof

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date

a claim arises under the contract on account of sickness or disability, and if it is shown that it was not reasonably possible to give notice or furnish the proof in the time required by this condition, or (b) in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year from the date as court makes the declaration.

### Insurer to furnish forms for proof of claim

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

### Rights of examination

As a condition precedent to recovery of insurance moneys under the contract,

- a) the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim under this contract is pending, and
- b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

### When moneys payable

All money payable under this contract shall be paid by the insurer within sixty days after it has received proof of claim.

### Limitation of actions

An action or proceeding against the *company* for the recovery of insurance money under this *policy* must be commenced not later than one year\* after the date of the occurrence giving rise to the claim for insurance.

\*Two years in Ontario, Saskatchewan, Alberta, British Columbia, Nunavut and the Northwest and Yukon Territories, three years in Quebec.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

### Applicable to Saskatchewan residents

Notwithstanding any other provisions herein contained, this contract is subject to statutory conditions in Saskatchewan Insurance Act respecting contracts of accident insurance.

### Applicable to Quebec residents

When the construction of this policy is governed by the law of the Province of Quebec, statutory conditions shall refer to the applicable provisions in the laws of the Province of Quebec.

## SUBSCRIPTION POLICY

Applicable to all sections of this Policy.

IN CONSIDERATION OF THE INSURED having paid or agreed to pay each of the INSURERS the required premium, hereinafter called "THE INSURERS".



THE INSURERS SEVERALLY AND NOT JOINTLY agree, each for the Sum(s) Insured or Percentage(s) and for the Coverage(s) Insured set against its name, and subject always to the terms and conditions of the Policy, that if a loss occurs for which insurance is provided by this Policy at any time while it is in force, they will indemnify the INSURED against the loss so caused; the liability of each insurer individually for such loss being limited to that proportion of the loss payable according to the terms and conditions of this Policy which the Sum Insured or the amount corresponding to the Percentage set against it bears to the total of the sums insured or of the amounts corresponding to the percentages of the sums insured respectively set out against the coverage concerned on the Policy Declaration.

Wherever in this Policy, or in any endorsement attached hereto, reference is made to “The Company”, “The Insurer”, “This Company”, “we”, “us”, or “our”, reference shall be deemed to be made to each of the Insurers severally.

This Policy is made and accepted subject to the foregoing provisions, and to the other provisions, stipulations and conditions contained herein, which are hereby specially referred to and made part of this Policy, as well as such other provisions, agreements or conditions as may be endorsed hereon or added hereto.

### SEVERAL LIABILITY CLAUSE

**PLEASE NOTE – This notice contains important information.**

**PLEASE READ CAREFULLY**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd’s syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd’s syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member’s proportion. A member is not jointly liable for any other member’s proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd’s, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd’s syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd’s, at the above address.

Although reference is made at various points in this clause to “this

contract” in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

Where LLOYD’S UNDERWRITERS are subscribing insurers to the Policy, the following applies to them:

### IDENTIFICATION OF INSURER/ACTION AGAINST INSURERS

This insurance has been entered into accordance with the authorization granted to North American Air Travel Insurance Agents Ltd. (The Coverholder) by the Underwriting Members of the Syndicates whose definite numbers and proportions are detailed herein and referred to as “the Underwriters”. The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as “Lloyd’s Underwriters” and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd’s Underwriters, whose address for such service is 1155, rue Metcalfe, Suite 2220, Montreal, Quebec H3B 2V6.

### NOTICE

Any notice to the Underwriters may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. Travel Underwriters (The Coverholder).

THE INSURERS	Coverage(s) Insured	Percentage(s)
Industrial Alliance Pacific Insurance and Financial Services Inc.	All Sections of this Wording	90%
Lloyd’s Underwriters per Agreement Number specified in the Policy Declaration	All Sections of this Wording	10%

Complaints under all Sections should be referred to the lead insurer IAP at 2165 West Broadway, P.O. Box 5900, Vancouver B.C. V6B 5H6.

**Should a policyholder wish to file a complaint relative to a policy with Lloyd’s Underwriters effected through you, the policyholder must be provided with the following Lloyd’s Underwriters’ Complaint Protocol:**

### LLOYD’S UNDERWRITERS’ POLICYHOLDERS’ COMPLAINT PROTOCOL

If you have a complaint with any aspect of your policy with Lloyd’s Underwriters: **You may contact** the broker/agent who arranged your policy for you. Should you be dissatisfied with the outcome of your broker’s resolution, please submit your written complaint to:

Lloyd's Canada Inc.  
1155 rue Metcalfe, Suite 2220  
Montreal, Quebec H3B 2V6

Tel: 1-877-4LLOYDS  
Fax: (514) 861-0470  
E-mail: lineage@lloyds.ca

Your written complaint will be forwarded to Lloyd's Policyholder and Market Assistance Department in London which ensures that Lloyd's Underwriters and their representatives deal with claims and complaints in an acceptable manner. It acts as an impartial mediator. When undertaking a review this Department takes account of general legal principles, good insurance practice, and whether all events surrounding a given case have been considered fairly.

If you are dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may ask the General Insurance OmbudService (GIO) to arrange for mediation. Mediation is not available until Lloyd's has issued its final letter of position on your complaint. The GIO assists in the resolution of conflicts between insurance customers and their insurance companies. GIO works with only those companies offering home, automobile or business insurance.

OR

**You may contact** the General Insurance OmbudService (GIO) who will contact Lloyd's on your behalf. However, you must first have tried to resolve your problem with your insurance company.

The GIO can be reached across Canada at its national toll-free number: 1-877-225-0446

For more information or to submit the facts of your insurance-related dispute, please visit the GIO website.

GIO - Alberta can be contacted where a policyholder is not satisfied with the basis on which a premium for basic coverage for a private passenger vehicle was determined, or considers that an insurer, directly or indirectly, has taken an adverse contractual action with respect to insurance for basic coverage.

In Québec, you may also avail yourself of the services of Autorité des marchés financiers (l'Autorité). Should you be dissatisfied with Lloyd's Policyholder and Market Assistance Department's final letter from London, you may request Lloyd's Canada Inc. to send your complaint to l'Autorité who will study your file and may recommend mediation, if it deems this action appropriate and if both parties agree to it. L'Autorité can be reached at:

#### **Autorité des marchés financiers (l'Autorité)**

Québec City (418) 525-0311  
Montréal (514) 395-0311  
Toll-free: 1-866-526-0311

E-mail: Renseignements-consommateur@lautorite.qc.ca

The Insured is requested to read this policy, and if incorrect, return it immediately for alteration.

In the event of an occurrence likely to result in a claim under this insurance, immediate notice should be given to the Coverholder whose name and address appears above. All inquiries and disputes are also to be addressed to this Coverholder.

For the purpose of the Insurance Companies Act (Canada), this Canadian Policy was issued in the course of Lloyd's Underwriters' insurance business in Canada.

**In witness whereof** this Policy has been signed as authorized by the insurers listed in the definition of company.



K. Starko, Executive Director

### **NOTICE CONCERNING PERSONAL INFORMATION**

By purchasing insurance from certain Underwriters at Lloyd's, London ("Lloyd's"), a customer provides Lloyd's with his or her consent to the collection, use and disclosure of personal information, including that previously collected, for the following purposes:

- the communication with Lloyd's policyholders
- the underwriting of policies
- the evaluation of claims
- the detection and prevention of fraud
- the analysis of business results
- purposes required or authorised by law

For the purposes identified, personal information may be disclosed to Lloyd's related or affiliated organisations or companies, their agents/ mandataires, and to certain non-related or unaffiliated organisations or companies, including service providers. These entities may be located outside Canada therefore a customer's information may be processed in a foreign jurisdiction (the United Kingdom and the European Union) and their information may be accessible to law enforcement and national security authorities of that jurisdiction.

To obtain written information about Lloyd's policies and practices in respect of service providers located outside Canada, please contact the Ombudsman at lineage@lloyds.ca who will also answer customer's questions about the collection, use, disclosure or storage of their personal information by such Lloyd's service providers.

Further information about Lloyd's personal information protection policy may be obtained from the customer's broker or by contacting Lloyd's on: 514 861 8361, 1 877 455 6937, or through info@lloyds.ca

### **LLOYD'S UNDERWRITERS' CODE OF CONSUMER RIGHTS & RESPONSIBILITIES**

**Lloyd's Underwriters are committed to safeguarding your rights when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your underwriters and the insurance laws of your province/territory. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to the underwriters with whom insurance**

**is being negotiated. Your policy outlines other important responsibilities. Underwriters and intermediaries acting on your behalf, and governments also have important roles to play in ensuring that your rights are protected.**

#### ***Right to Be Informed***

In dealing with Lloyd's Underwriters, you will be represented by an intermediary, such as a broker acting as your agent, and they may deal with other intermediaries. From the intermediary with whom you deal, you can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how premiums are calculated based on relevant facts.

A policy issued by Lloyd's Underwriters will expire on the day specified in the policy. If you wish to renew the policy, the intermediary with whom you deal will have to approach the Underwriters participating in it, often through another intermediary. If Lloyd's Underwriters are given the information they require to determine renewal terms for the policy at least 45 days prior to its expiry, under normal circumstances, they will advise the intermediary who approaches them of any changes to the policy terms at least 30 days prior to the expiration of the policy. Terms may subsequently change if there is a change in material facts prior to the expiration date.

Intermediaries may receive payments from Lloyd's Underwriters in a variety of ways, which may include the payment of commissions. Lloyd's strongly supports the disclosure and transparency of these commission arrangements. You have the right to ask the intermediary with whom you deal for details of how and by whom the intermediary is being paid.

Lloyd's Underwriters accept business as members of syndicates each of which is managed by a 'managing agent'. Lloyd's has risk management procedures in place in respect of the relationship between Lloyd's managing agents and any related companies that act as intermediaries. This is to ensure that the managing agent makes proper disclosures of any such arrangements. A policyholder may ask the intermediary whom he is dealing to disclose if it is a related company to a Lloyd's managing agent. Depending on the jurisdiction, disclosure may be required in writing.

#### ***Responsibility to Ask Questions and Share Information***

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through brochures and websites, as well as through one-on-one meetings with the intermediary with whom you deal. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your underwriters of any change in your circumstances through the intermediary with whom you deal. The Underwriters with whom renewal is being negotiated must be given information required to determine renewal terms of your policy, via the intermediary whom you are dealing with, at least 45 days prior to the expiration of the policy.

#### ***Right to Complaint Resolution***

Lloyd's Underwriters are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access the Lloyd's complaint resolution process for Canada. The intermediary with whom you deal can provide you with information about

how you can ensure that your complaint is heard and promptly handled. Disputes involving claims settlement matters may be handled by the independent General Insurance OmbudService [www.gio-scad.org](http://www.gio-scad.org) where your complaint may be referred to an independent mediator or Senior Adjudicative Officer.

#### ***Responsibility to Resolve Disputes***

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

#### ***Right to Professional Service***

You have the right to deal with insurance professionals who exhibit a high ethical standard, which includes acting with honesty, integrity, fairness and skill. Brokers and agents must exhibit extensive knowledge of the product, its coverages and its limitations in order to best serve you.

#### ***Right to Privacy***

Because it is important for you to disclose any and all information required by underwriters with whom insurance is being negotiated on your behalf to provide the insurance coverage that best suits you, you have the right to know from the intermediary with whom you deal the purposes for which Lloyd's Underwriters will use your personal information. This information will not be disclosed to anyone except as permitted by law. You should know that Lloyd's Underwriters are subject to Canada's privacy laws with respect to their business in Canada.

### **AUTOMATIC EXTENSIONS TO COVERAGE**

This Policy, after termination of any one Period of Coverage, will be automatically extended:

1. for 72 hours in the event a Delayed Common Carrier prevents You from returning to Your country of permanent residence;
2. if You are hospitalized during the term of this Policy, for the period of Hospital confinement plus 72 hours after release for You to travel home.

### **AUTHORIZED EXTENSIONS TO PERIOD OF COVERAGE**

You can extend Your period of coverage before Your policy expires by calling Your broker or Travel Underwriters during general business hours. Please refer to Contact Information on page 4. You must meet the following conditions:

1. You have not seen a Physician since your arrival date in Canada or the effective date of Your Policy;
2. You have not submitted a claim and have no intent to submit a claim;
3. You are in good health;
4. Your period of coverage has not already expired.

## REFUNDS

1. Refunds are not available if a claim has been or will be submitted.
2. When no travel has taken place and the request for refund is received PRIOR to the effective date of the Policy, a full refund is available.
3. When no travel has taken place and the request for refund is received AFTER the effective date of the Policy:
  - a) A full refund is available within 10 days of the application date; or,
  - b) A refund less an administration fee is available when the request for refund is received more than 10 days after the application date but no later than 30 days after the effective date and prior to the expiry date of the Policy.
  - c) Refunds must be requested in writing.
4. A partial refund is available if:
  - a) You return to Your country of permanent residence and a minimum term of 45 days remains unused on the Policy; or,
  - b) You become eligible and/or covered under a provincial or territorial government health care plan during the period of coverage.
  - c) A satisfactory proof of return to country of permanent residence or proof of the date You became eligible and/or covered under a provincial or territorial government health care plan, is sent to Travel Underwriters.
  - d) Refunds must be requested in writing.

All refund requests must be received by Travel Underwriters no later than 30 days from the date You became eligible and/or covered under a provincial or territorial government health care plan. Refunds will be calculated from the date You return to Your country of permanent residence or the date You become eligible and/or covered under a provincial or territorial government health care plan. All partial refunds will be subject to an administration fee.

## DEFINITIONS

**"Accident"** and **"Injury"** means physical Injury to You which occurs while insurance under this Policy is in force, caused by violent external and accidental means, but does not include any Injury caused by an event, act or omission that was caused or contributed to by the consumption of or abuse of any alcohol, drugs or medication by You.

**"Acute"** means the initial or Emergency short course (not chronic) treatment phase of a sudden and unexpected Sickness or Injury.

**"Common Carrier"** means any land, air or water conveyance operated by those whose occupation or business is transportation of persons or things for hire or reward, and that undertakes to carry all passengers indifferently who may apply for passage, so long as there is room, with no legal excuse for refusal, and that issues tickets and/or boarding passes.

**"Company"** means Industrial Alliance Pacific Insurance and Financial Services Inc. and certain Lloyd's Underwriters, severally and not jointly.

**"Delayed Common Carrier"** means a Common Carrier delayed solely due to an unannounced and unpublished labour dispute or strike, weather condition or hijacking, but does not include delay caused or contributed to by:

- a) detention by customs officials;
- b) war;
- c) air traffic delays caused by congestion in the skies; or
- d) mechanical breakdown.

**"Dependent Children"** means all unmarried dependent children over 14 days old up to and including 21 years of age, travelling with You, or children up to 25 years of age if a full-time student attending an educational institution. The age limit does not apply to mentally challenged or physically handicapped children.

**"Elective (non-emergency) Treatment or Surgery"** means any medical treatment, test, investigations or surgery: a) not required for the immediate relief of Acute pain and suffering; which, if not rendered, would not result in You being in continued danger; or, b) which reasonably could be delayed until You return to Canada or Your country of permanent residence; or, c) which You elect to have provided during the insured trip following Emergency Medical Treatment of a medical condition or the diagnosis of a medical condition which, on medical evidence, would not prevent You from returning to Your country of permanent residence prior to such treatment or surgery.

**"Emergency"** means an unforeseen Sickness or Injury that requires immediate Medical Treatment to alleviate existing danger to life or health. An Emergency no longer exists when the medical evidence indicates You are able to continue the trip or return to Your country of permanent residence. Once such Emergency ends no further benefits are payable in respect of the condition that caused the Emergency.

**"Emotional or Mental Disorder"** means an emotional upset or condition, state of anxiety, situational crisis, anxiety or panic attack, or other mental health disorders that may be treated with tranquilizers or anti-anxiety medication.

**"Family"** means individuals 60 years and under consisting of You, Your Spouse and all Dependent Children.

**"Family Member"** means (whether by birth, adoption or marriage) Your legal or common-law Spouse, parents, step-parents, brothers, sisters, in-laws, natural or adopted children, stepchildren, stepbrother or stepsister, grandparents, grandchildren, aunts, uncles, nieces, nephews, or any individual of whom You are a legal guardian.

**"Hospital"** means a legally constituted medical facility under the medical supervision of a Physician, with either permanent facilities on the premises for surgery or a formal arrangement with another institution making such facilities available, and providing 24-hour nursing services. The term **"Hospital"** does not include convalescent, nursing, rest or skilled nursing facilities, whether separate or a part of a regular general hospital, operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

**"Insured"** means You and all Family members named in the application/declaration attached to and forming part of this Policy.

“**Lloyd’s Underwriters**” means certain Lloyd’s Underwriters as identified in the Agreement Number specified in the Policy Declaration.

“**Medically Necessary**” means the medical service or product in question is necessary to preserve, protect or improve Your medical condition and well being.

“**Medical Treatment**” means any reasonable medical, therapeutic or diagnostic measure prescribed by a Physician in any form including prescribed medication, reasonable investigative testing, hospitalization, surgery or other prescribed or recommended treatment directly referable to the condition, symptom or problem. Medical Treatment does not include either: a) the unchanged use of prescribed drugs or medication for a Stable condition, symptom or problem; or b) a check-up where the Physician observes no change in a previously noted condition, symptom or problem.

“**Physician**” means a Physician, surgeon, radiologist, anaesthesiologist, who is registered and licensed to practice his or her medical profession in accordance with the regulations applying in the jurisdiction where the person practices.

“**Policyholder**” means the owner of the Policy and may also be an Insured under the Policy.

“**Pre-existing Condition**” means a medical condition, illness or Injury known to You and for which You have received medical consultation, diagnosis and/or Medical Treatment by a Physician prior to travel.

“**Professional Sport**” means a sporting activity from which You earn the majority of Your income.

“**Sickness**” means an Acute illness requiring immediate Emergency treatment as a result of a sudden onset of symptoms manifested while insurance under this Policy is in force, but does not include any illness or symptoms caused or contributed to by abuse by You of alcohol, drugs or medication, subject to the Waiting Period requirements. Refer to the definitions of Stable, Emergency and Pre-existing Condition.

“**Spouse**” means the person You are legally married to, or a person You have been living with for a minimum period of one (1) year and who is publicly presented as Your spouse, regardless of sex.

“**Stable**” means the medical condition is not worsening and there has been no alteration\* in any medication for the condition or its usage or dosage, nor any Medical Treatment prescribed or recommended by a Physician or received, within the period specified in this Policy before the commencement date of a covered trip.

\*Alteration includes an increase or decrease in medication dosage, usage or a change in medication type, but does not include changes in brand due solely to the availability of Your usual brand or due to government regulations regarding reference-based pricing.

“**Terminal Condition**” means a medical condition, which in the opinion of a Physician, indicates a restricted or shortened life expectancy.

“**Terrorist Activity**” means an act, or acts, of any person, or group(s), committed for political, religious, ideological, ethnic or similar purposes with the intention to influence any government and/or but not be limited to, the use of force or violence and/or the threat thereof,

including acts by persons acting alone or on behalf of or in connection with any organization(s) or government(s).

“**Travel Underwriters**” means North American Air Travel Insurance Agents Ltd.

“**Travelling Companion**” means a person who has prepaid commercial accommodation or transportation with You for the same trip.

“**Vehicle**” means an automobile, recreational vehicle, motorcycle, boat or other land or water conveyance used for the covered trip.

“**Waiting Period**” means a) if this Policy was purchased within 60 days of Your arrival in Canada, then in respect of any Sickness You will only be entitled to receive benefits for the cost of eligible medical expenses incurred after the first 48 hours from the effective date of this Policy; or, b) if this Policy was purchased 61 days or more after Your arrival in Canada then in respect of any Sickness You will only be entitled to receive benefits for the cost of eligible medical expenses incurred after seven (7) days from the effective date of this Policy. The Waiting Period does not apply if this Policy was purchased prior to Your arrival date in Canada.

“**You**” or “**Your**” means any Insured named in the application/declaration.

#### Applicable to Accidental Death and Dismemberment Insurance

“**Beneficiary**” means Estate unless otherwise requested in writing.

“**Loss**” in respect of limbs means actual severance through or above wrist or ankle joints and, in respect of Loss of sight, means entire and irrecoverable Loss of sight.

## HOW TO CLAIM

### CLAIMS PROCEDURES AND PAYMENT OF BENEFITS

1. Any notices of claim or correspondence concerning a claim should be promptly sent to:

OneWorld Assist Inc.  
11th Floor – 6081 No. 3 Road  
Richmond, BC Canada V6Y 2B2

2. Any cost incurred by OneWorld Assist Inc. in obtaining further documentation required to confirm eligibility of Your claim is the responsibility of the claimant.
3. Claim forms will be provided to the claimant for completion and return to OneWorld Assist Inc. It is the responsibility of the claimant to complete and/or produce any documentation required by OneWorld Assist Inc. to enable them to process and confirm the eligibility of the claim.
4. All required documentation must be received within one year from the date of loss. Failure to do so will result in denial of the claim.
5. To qualify for reimbursement, original, itemized receipts must be provided as support for all eligible expenses. If original, itemized receipts are not provided, the expense will not be reimbursed.
6. To receive benefits, any requested supporting documentation must be submitted along with Your notice of claim.

7. Only bills from Physicians, Hospitals and other medical care provider(s) that are original itemized, and that state the Insured's name, diagnosis, date(s) of service and type of treatment or service will be considered. Only original pharmacy prescription receipts will be considered. For all other benefits, original itemized receipts are required.

## INTERNATIONAL ASSISTANCE SERVICES

The following services will be provided to all Policyholders:

1. Toll-free Help Line 24 hours a day, every day.
2. Vital communications link between claimant/hospital regarding insurance coverage and procedures.
3. Medical (Physician and surgeon) consultative and advisory services including review of appropriateness and analysis of medical care.
4. Monitoring of progress during treatment and recovery.
5. Establishing contact with Family, personal Physician and/or employer as appropriate.
6. Multilingual capabilities.
7. Coordination of payments.
8. Special assistance respecting claims.
9. Management, arrangement and authorization of emergency medical evacuation.
10. Arrangement and coordination of repatriation of remains.
11. Interpretation of Policy wordings.
12. Assistance in locating the nearest and most appropriate medical care.
13. Payment to hospitals and other medical providers for emergency medical expenses will be guaranteed where possible relieving claimant of credit responsibilities.
14. Travel arrangements assistance for Family Members.
15. Provision of medical assistant to travel with claimant when necessary.
16. In addition to Physicians, hospitals/administrators and ambulance, arrangements and communications are concluded on Your behalf with:
  - Consulates                      Travel Agents
  - Embassies                      Tour Guides
  - Airlines                      Police
  - Foreign Affairs Department
17. Legal referral services in order to meet the legal needs of travellers.

**To access this service, please refer to contact information at the beginning of this policy wording booklet.**

Visitors to Canada Platinum is a registered trademark of and is administered by North American Air Travel Insurance Agents Ltd., d.b.a. Travel Underwriters, a licensed insurance broker. 11th Floor, 6081 No. 3 Road, Richmond, BC Canada V6Y 2B2. Insurance is underwritten by Industrial Alliance Pacific Insurance and Financial Services Inc. and certain Lloyd's Underwriters, severally and not jointly.