

# Policy

July 1, 2022

## IN THE EVENT OF AN EMERGENCY: You must call *Ontime Care* immediately:

From Canada and the U.S., call TOLL FREE  
1-866-209-5804

From anywhere call COLLECT  
+1-905-707-9555

Do not assume that someone will contact *Ontime Care* on your behalf. It remains your responsibility to ensure that *Ontime Care* has been contacted prior to receiving treatment or as soon as reasonably possible.

If you fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$250,000.

## Section I Important Notice

1. Throughout this policy, words in italics have a specific meaning and are defined in SECTION II - DEFINITIONS.
2. This insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy, as your coverage may be subject to certain limitations and exclusions.

3. A *pre-existing medical condition* exclusion may apply to medical conditions and/or symptoms that existed prior to your effective date. Check to see how this applies in your policy and how it relates to your effective date. In the event of an *accident, injury or sickness*, your prior medical history will be reviewed after a claim has been reported.
4. All amounts are in Canadian currency, unless indicated otherwise.

Please read this policy carefully.

## Section II Definitions

THROUGHOUT THIS POLICY, DEFINED WORDS ARE IN ITALICS.

**Accident** means a, sudden, unforeseen and unintentional event exclusively attributable to an external cause resulting in *injury*.

**Administrator Company** means JF Insurance Agency Group Inc., appointed by the *insurer* to administer this JF Canadian Travel Insurance plan.

**Common Carrier** means an airline, bus, train, cruise ship or government-operated ferry system offering its transportation services to paying passengers at published rates and scheduled times.

**Dependent Child(ren)** means any unmarried child(ren) residing with you who is at least 15 days old and no more than 19 years of age on the date of purchase, and who is dependent on you for support.

**Emergency** means an unexpected and unforeseen *sickness or injury* occurring during the coverage period for which you require immediate *medical treatment* to alleviate danger to life or health occurring while on a covered *trip*, and that such *medical treatment* cannot be delayed until you return to your province, or territory of residence, or Canada by the next available means, whether you intend to or not. An emergency no longer exists when you are deemed medically fit to travel or you are discharged from the *hospital* and no further benefits are payable in respect of the medical condition which caused the *emergency*.

**Government Health Insurance Plan** means the health care coverage provided by Canadian federal, provincial and territorial governments to their residents.

**Hospital** means an institution which is designated as a hospital by law, which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and/or medical and surgical treatment of a *sickness or injury* in the acute phase, or active treatment of a chronic *sickness*; which has facilities for diagnosis, major surgery and in-patient care. The term hospital does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general hospital, or a facility operated mainly as a clinic, extended or palliative care facility rehabilitation facility, addiction treatment centre or health spa.

**Hospitalization** or **Hospitalized** means an *insured* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

**Immediate Family Member** means your mother, father, sibling, child, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**Injury** means unexpected and unforeseen harm to the body caused by an *accident*, occurring during the coverage period and which requires immediate *emergency* treatment that is covered by this policy.

**Insured, Insured Person** means any eligible person who is named on the application or the confirmation of insurance.

**Insurer** means Berkley Insurance Company (a Berkley Company) which provides this insurance.

**Medical Treatment** means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. Medical treatment includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

**Medically Necessary** in reference to a given service or supply means such service or supply:

- a) is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b) is not experimental or investigative in nature;
- c) cannot be omitted without adversely affecting your condition or quality of medical care; and
- d) cannot be delayed until your return to Canada.

## Section III Insurance Agreement

### A. The Contract

Coverage is provided only for the benefits purchased by you as shown on your confirmation of insurance. For all plans, if your covered expense results from an act of *terrorism* all benefit maximums shown in this policy may be reduced subject to the Terrorism Coverage benefit.

1. **Emergency Hospital & Medical** provides coverage for the benefits listed under Emergency Hospital & Medical up to \$5,000,000 for *reasonable and customary costs* incurred by you, for *medically necessary* treatment due to a covered *emergency* that is unrelated to Coronavirus (COVID-19) and related complications occurring while you are travelling outside your province or territory of residence until the initial *emergency* is resolved and the condition stabilized. Subject to all terms and conditions of this policy benefits are payable to a maximum of the sum insured provided that they are *medically necessary*.

**Minor Ailment** means any *sickness or injury* which ends at least 30 consecutive days prior to the departure date of each trip and does not require:

- a) the use of medication for a period of greater than 15 days; or
- b) more than one follow-up visit to a *physician, hospitalization, or surgical intervention*; and
- c) referral to a specialist.

A chronic condition or any complication of a chronic condition is not considered a minor ailment.

**Ontime Care** means Ontime Care Worldwide Inc., the company appointed by the *insurer* to provide *emergency* assistance and claims services.

**Physician** means a medical practitioner who is registered and licensed to practice as a Doctor of Medicine in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than yourself or an *immediate family member*.

**Pre-Existing Medical Condition(s)** means any medical condition, *sickness or injury* for which at any time prior to the effective date, you have experienced symptoms, you have received medical care, advice, investigation or *medical treatment*, you have been *hospitalized*, you have been prescribed (including prescribed as needed) or have taken medication, or you have undergone a medical surgical procedure.

**Reasonable and Customary Costs** mean costs that are incurred for approved, eligible medical services or supplies and that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness or injury*.

**Sickness** means a disease or disorder of the body which results in loss while this coverage is in effect. The sickness must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

**Spouse** means your legally married spouse or a person with whom you have been cohabitating in a common-law relationship for at least 12 consecutive months prior to the date of application.

**Stable** means the *pre-existing medical condition* is not worsening and there has been no alteration\* in any medication for the *pre-existing medical condition* or its usage or dosage, nor any *medical treatment* received or prescribed or recommended by a *physician*, including referral to a specialist, during the period specified for the plan for which you qualify prior to the effective date of the policy.

Any medical condition for which you are awaiting test results or diagnosis is not considered stable.

\*Alteration includes a new medication, stopped medication, increase or decrease in medication, but does NOT include changes between brand-name and generic versions of drugs with the same active ingredient and dosage, or routine adjustments of maintenance medications such as insulin or asthma medication.

**Terrorism** means any ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any groups(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

**Travel Companion** means someone who shares travel arrangements with you up to a maximum of 3 people.

**Trip** means a journey undertaken by you which commences when you depart your province or territory of residence and ends when you return to your province or territory of residence.

**Vehicle** means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by you from a commercial rental agency for your use during your trip.

**Watercraft** means a vessel for use on the water for your personal transportation.

**You, Your, Yourself** means the *insured person*.

2. **Emergency Hospital & Medical** provides coverage for the benefits listed under Emergency Hospital & Medical up to \$100,000 for *reasonable and customary costs* incurred by you, for *medically necessary* treatment due to a covered *emergency* that is related to Coronavirus (COVID-19) and related complications occurring while you are travelling outside your province or territory of residence until the initial *emergency* is resolved and the condition stabilized. Subject to all terms and conditions of this policy benefits are payable to a maximum of \$100,000 provided that they are *medically necessary*.
3. **Trip Cancellation** provides coverage for the benefits listed under Trip Cancellation up to the sum insured, for prior to departure benefits and for *reasonable and customary costs* for after departure benefits.
4. **All Inclusive** provides coverage for all benefits of Emergency Hospital & Medical, Trip Cancellation, Baggage, A.D.&D. and Flight Accident.

5. **Accidental Death & Dismemberment** provides coverage for the benefits listed under Accidental Death & Dismemberment resulting directly from accidental *injury* occurring during the coverage period.
6. **Flight Accident** provides coverage for the benefits listed under Flight Accident resulting directly from accidental *injury* occurring during the coverage period while the *insured* is travelling on, boarding or alighting from a regularly scheduled flight or charter flight.
7. Benefit limits are per *insured person* per *trip* including any Top Up or extension.
8. The *insurer* reserves the right to decline any application or any request for an extension of coverage.
9. Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date, will apply.

**B. Automatic Extension of Coverage** - Upon notifying *OnTime Care*, coverage will be extended automatically, without additional premium, if *your* stay is prolonged beyond the period for which insurance has been purchased due to the following reasons:

- a) *you* are *hospitalized* due to a covered *emergency* on the expiry date indicated on *your* confirmation of insurance. *Your* coverage will remain in force as long as *you* are *hospitalized* and will extend a further 5 days upon release from *hospital*; to a maximum of 365 days.
- b) Up to 72 hours if:
  - i. *you* are delayed due to a late train, boat, bus, plane, or other *vehicle* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* province or territory of residence, including by reason of inclement weather;
  - ii. the *vehicle* in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence;
  - iii. *you* must delay *your* scheduled return to *your* province or territory of residence because *you* are not deemed medically *stable* to travel by *OnTime Care*.

**Note:** All claims incurred after the expiry date of *your* insurance policy must be supported by documented proof of the event resulting in *your* delayed return. This benefit does not include costs associated with flight change.

**C. Optional Extensions** - Coverage under this policy can be extended provided that:

- a) a claim has not been made under this policy; and
- b) *you* have not experienced changes in *your* health since *your* effective date or departure date; and
- c) *you* remain eligible for insurance; and
- d) the request for the extension is received prior to the expiry date of *your* coverage; and
- e) the entire duration of *your* *trip* does not exceed 90 days including the extension; and
- f) the required premium is paid.

## Section IV Emergency Hospital & Medical

### ELIGIBILITY

To be eligible for Emergency Hospital & Medical coverage, on the effective date the applicant must:

- a) be a Canadian resident covered by *your* government health insurance plan for the entire duration of *your* *trip*; and
- b) purchase coverage for the entire duration of *your* *trip*; and
- c) purchase coverage prior to the date of departure from *your* province, or territory of residence, or Canada; and
- d) on the Effective Date of Coverage,
  - i. be at least 15 days of age and not more than 84 years of age **travelling for no more than 90 days per trip**; and
  - ii. not have been diagnosed with congestive heart failure at any point in the last 15 years; and
  - iii. not have used or been prescribed, whether by personal choice or as recommended by a health care professional, home supplemental oxygen during the 12 months prior to the effective date; and
  - iv. not have a diagnosed unrepaired aneurysm of 4.5 centimetres or more; and
  - v. not have kidney disease treated with dialysis; and
  - vi. not have been diagnosed with stage III or IV cancer or cancer that has metastasized; and
  - vii. not be travelling against the advice of a *physician* and/or have not been diagnosed with a terminal illness; and
  - viii. not be experiencing new or undiagnosed symptoms and/or not know of any reason to seek medical attention; and
  - ix. not have had *your* most recent heart surgery including but not limited to heart bypass, heart angioplasty, stent placement, heart valve surgery or implanted pacemaker (excluding battery replacement) less than 6 months or more than 12 years prior to *your* effective date.

**Note:** Applicants 60 years of age to 74 years of age travelling for more than 60 days and applicants 75 years of age to 84 years of age travelling for any *trip* length must complete a medical questionnaire.

### COVERAGE PERIOD

#### Effective Date of Coverage

Coverage begins on the latest of:

- a) the date and time *you* apply for and pay for this insurance; or
- b) the date and time *you* depart from *your* province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### Expiry Date of Coverage

Coverage ends on the earliest of:

- a) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- b) the date and time *you* return to *your* province or territory of residence; or
- c) the date *you* reach the maximum duration outside of Canada.

### BENEFITS

#### 1. Hospital Accommodation:

- a) *Reasonable and customary costs* up to the semi-private room rate or coronary care or intensive care unit where *medically necessary*. In the event that *you* are *hospitalized* at the time that coverage terminates benefits will continue until discharge, to a maximum of one year. In no case will expenses for in-patient stays be covered for a period greater than 365 days per *insured person*.
- b) Treatments on an outpatient basis in a *hospital*.

**2. Physician Charges:** *Medical treatment* by a *physician*, surgeon, anaesthetist or registered graduate nurse (other than an *immediate family member*).

**3. Diagnostic Services:** Laboratory tests and X-rays prescribed by the attending *physician* due to an *emergency*.

**Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, digital x-rays, sonograms, ultrasounds or biopsies unless such services are approved in advance by *OnTime Care*.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on the age of the *insured* on the effective date of the extension and using the rate schedule in effect at the time the extension is requested.

**D. Premium Payment** - The full premium is due and payable at the time of application and will be determined according to the rate schedule in effect at the time of application and the *insured's* age as of the effective date. Premium rates, policy terms and conditions are subject to change without prior notice. A minimum premium of \$25 applies. If the premium paid is insufficient for the coverage period selected, the *Administrator Company* will:

- a) charge and collect any underpayment; or
  - b) shorten the policy period if an underpayment in premium cannot be collected.
- Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

**E. Family Coverage** - *Your* policy provides coverage for *you* and *your spouse*, both age 59 or under, and *your dependent child(ren)* if no more than 19 years of age. All family members are to be named on the application, to a maximum of 6 people. if:

- a) coverage dates are the same for all *family* members;
- b) all *family* members are travelling to the same destination; and
- c) the premium for *family* coverage is paid prior to the Effective Date of Coverage of the policy, as shown on the application or confirmation of insurance.

#### F. Premium Refunds

1. If cancellation of *your* Emergency Hospital & Medical, Accidental Death & Dismemberment or Flight Accident policy is requested prior to the effective date of *your* policy, the full premium may be refunded.
2. A refund for the unused portion of the premium for *your* Emergency Hospital & Medical single trip plan, may be granted if *you* return to *your* province or territory of residence prior to *your* scheduled return date.
3. A request for a premium refund after the effective date will be considered only if no claim has been paid or is pending, subject to a \$25 administrative fee.

**Note:** Requests for refunds must be made in writing to *your* broker or sales agent with satisfactory proof (e.g. airline ticket or customs/immigration stamp) of *your* actual return date to *your* province or territory of residence. Otherwise calculation of such refunds will be based on the postmarked date of *your* written request. No refund will be issued if the amount of premium to be reimbursed is less than \$10 per policy.

There are no premium refunds for All Inclusive or Trip Cancellation and Trip Interruption policies.

**4. Prescription Drugs:** Limited to a 30-day supply per prescription, unless *you* are *hospitalized*, drugs, for serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist when required as a result of an *emergency*. This benefit does not cover drugs, serums and injectables necessary for the continued stabilization of a chronic medical condition, except in case of *emergency*.

**Note:** To file a claim, *you* must provide original receipts issued by the pharmacist, *physician* or *hospital*, indicating the total cost, prescription number, name of medication, quantity, date and name of the prescribing *physician*.

**5. Prescription Replacement:** When approved in advance by *OnTime Care* the cost of one visit to a *physician* to obtain a written prescription and up to \$250 for the cost to replace prescription medication, if *your* prescription medication is lost, stolen or damaged during the *trip* and its replacement cannot be delayed until *you* return to *your* province or territory of residence in Canada.

**6. Private Duty Nursing:** The professional services of a registered private nurse (other than by an *immediate family member*) as the result of a covered *emergency*, when *medically necessary* while *hospitalized*, when ordered by the attending *physician* and approved in advance by *OnTime Care*.

**7. Paramedical Services:** When prescribed by a *physician* as a result of a covered *emergency* and approved by *OnTime Care*, treatment provided by a licensed chiropractor, chiropractor, osteopath, physiotherapist or podiatrist up to a maximum of \$500.

**8. Medical Appliances:** When prescribed by a *physician* and approved in advance by *OnTime Care*, minor appliances such as casts, splints, canes, slings, trusses, braces, crutches and/or rental of a wheelchair.

**9. Emergency Transportation:** Licensed ambulance services (includes \$100 taxi fare in lieu of ambulance) to the nearest medical facility capable of providing the required *emergency medical treatment*;

a) Transportation between *hospitals* when ordered by the attending *physician* for *emergency medical treatment*;

b) If, as the result of a covered *emergency*, *your* treating *physician* or *OnTime Care's* Medical Team recommends that *you* be returned to Canada, the costs incurred for:

- i. one-way economy airfare on a commercial flight via the most direct route, including the cost for additional seats to accommodate a stretcher;
- ii. return economy airfare via the most direct route for a qualified medical attendant to accompany *you* if required by the airline or if *your* attending *physician* states in writing that it is *medically necessary*;
- iii. air ambulance if *medically necessary* only when approved and arranged by *OnTime Care*.

Ground transportation is limited to \$10,000 and air transportation is limited to \$250,000.

**10. Treatment of Dental Accident:** *Emergency* dental treatment to repair or replace sound natural teeth (capped or crowned teeth are considered natural teeth) as the result of an accidental *injury* that requires treatment within 30 days of the date of the *accident* by a legally qualified dentist or oral surgeon not to exceed \$4,000 per *accident*.

**11. Emergency Relief of Dental Pain:** *Emergency* treatment for the relief of acute pain to natural teeth, excluding fillings and repairs to dentures or other dental devices, to a maximum of \$600 during the coverage period. Treatment must be initiated within 48 hours from the time the *emergency* began and completed no later than 90 days after treatment has begun.

**12. Out of Pocket Expenses:** When approved in advance by *OnTime Care* up to \$150 per day to a maximum of \$4,000 for *your* commercial accommodation, meals, essential telephone calls, internet fees, including while *hospitalized*, bus or taxi fare, or rental car in lieu, and childcare costs for *your* dependents up to age 19 (excluding childcare provided by an *immediate family member*) if:

- a) *you* or *your travel companion* are *hospitalized* on the date *you* are scheduled to return to *your* province or territory of residence in Canada; or

- b) *you* or *your travel companion* are transferred to a different *hospital* in another city for *emergency medical treatment*.  
The fact that an *insured person* is unable to travel must be certified by the attending *physician* and claims must be supported with original receipts from commercial organizations.
13. **Transportation to Bedside:** When approved in advance by *Ortime Care* up to a maximum of \$3,000 for single round-trip economy airfare plus up to \$150 per day to a maximum of \$1,000 for the cost of meals and commercial accommodation for one person of *your* choice to:
    - a) be with *you* if *you* are *hospitalized* as the result of a covered *emergency* and the attending *physician* provides written certification that the situation was serious enough to warrant the visit; or
    - b) identify the deceased *insured person* prior to the release of the body, where necessary.
  14. **Return of Travel Companion:** When approved in advance by the *Assistance Company* up to single one-way economy airfare to return a *travel companion* to Canada if *you* are returned to Canada under the Emergency Transportation benefit or the Repatriation of Remains benefit.
  15. **Preparation and Return of Remains:** In the event of death, up to a maximum of \$5,000 towards the actual cost incurred for preparation of remains and homeward transportation of the deceased *insured person* to his/her permanent residence in Canada; or up to a maximum of \$5,000 for cremation and/or burial at the place of death of the *insured person* when approved by *Ortime Care*. The cost of the casket or urn is not covered by this benefit.
  16. **Vehicle or Watercraft Return:** When approved and arranged in advance by *Ortime Care* up to \$4,000 for the cost of returning *your vehicle* or *watercraft* used for *your trip* to *your* residence in Canada or to the nearest commercial rental agency if *you* were travelling within continental North America, or to the nearest commercial rental agency if *you* were travelling outside continental North America, in the event that *you* are unable to return the *vehicle* or *watercraft* to its point of origin due to a covered *emergency*.
  17. **Pet Return:** When approved and arranged in advance by *Ortime Care*, up to \$500 for the cost of returning *your* accompanying dog or cat to Canada if *you* are returned to Canada under the Emergency Transportation or Return of Remains benefit, or if *you* are *hospitalized* due to a covered *sickness* or *injury*.
  18. **Excess Baggage Return:** When approved and arranged in advance by *Ortime Care*, up to \$500 for the cost of returning *your* excess baggage to the departure point in the event that *you* are returned to Canada under the Emergency Transportation benefit.
  19. **Return to Original Trip Destination:** If *you* are returned to *your* province or territory of residence under the Emergency Transportation benefit, and the attending *physician* determines that the treatment received in Canada resolved the *emergency*, the *insurer* agrees to reimburse up to a maximum of \$5,000 for a one-way economy flight to return *you* and one *insured travel companion* to the original *trip* destination.  
The return must occur during the original *trip* period.  
A subsequent recurrence or complication of the condition that resulted in *you* being returned home is excluded under this policy.

## EXCLUSIONS

**Emergency Hospital and Medical does not cover losses or expenses caused directly or indirectly, in whole or in part, by:**

1. Any *sickness*, *injury* or medical condition (other than a *minor ailment*) that was not *stable*:
  - a) In the **90 days** prior to the effective date if *you* are less than 60 years of age; or
  - b) In the **180 days** prior to the effective date if *you* are between 60 and 84 years of age.
2. Any heart condition if *you* have used nitroglycerine in any form for a heart condition during the 90 days prior to the effective date.
3. Any lung/respiratory condition if *you* have an active prescription for or used supplemental oxygen or prednisone for a lung/respiratory condition during the 90 days prior to the effective date.
4. Expenses related to a *sickness* or *injury* that would have caused an ordinarily prudent person to seek *medical treatment*, advice, diagnosis or care during the 90 days prior to the effective date.
5. Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering including cosmetic, elective or non-emergency *medical treatment* including any *medical treatment* of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or convalescent or ongoing care or that could reasonably be postponed until *you* return to *your* province or territory of residence.
6. For policy extensions or Top Ups any medical condition which first appeared, was diagnosed or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.

## Section V Trip Cancellation and Interruption

### ELIGIBILITY

To be eligible for Trip Cancellation coverage, on the Effective Date of Coverage the applicant must:

- a) be a Canadian resident; and
- b) be at least 15 days of age and not more than 84 years of age **travelling for no more than 90 days per trip**; and
- c) be scheduled on a *trip* to, from or within Canada; and
- d) purchase coverage for the full value of the non-refundable, pre-paid travel arrangements; and
- e) know of no reason(s) that *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, or business partner would be unable to start or complete the *trip* as booked; and
- f) if purchasing this coverage at the time of, or after the initial trip payment, or after cancellation penalties are applicable, be in good health, and know of no reason to:
  - i. seek medical attention; or
  - ii. cancel the *trip*; or
  - iii. make any claim.

### COVERAGE PERIOD

#### Effective Date of Coverage for Trip Cancellation

Coverage begins on the latest of:

- a) the date and time *you* apply for and pay for this insurance; or
- b) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### Effective Date of Coverage for Trip Interruption

Coverage begins on the latest of:

- a) the date and time *you* apply for and pay for this insurance; or
- b) the date and time *you* depart from *your* province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### Expiry Date of Coverage for Trip Cancellation

Coverage ends on the earliest of:

7. Any *medical treatment* or investigative testing of any medical condition for which *you* have received *emergency medical treatment* during *your trip* after the initial *emergency* has ended as determined by the medical team at *Ortime Care*.
8. Any costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness* or medical condition that was diagnosed by a *physician* as a terminal illness prior to the effective date.
9. Non-compliance with any prescribed medical therapy treatment (as determined by *Ortime Care*) or failure to carry out a *physician's* instructions.
10. Any services or supplies provided by *you* or *your immediate family member*.
11. Expenses for any benefit or *medical treatment* that requires prior approval by the *Assistance Company* if such approval was not provided, except in extreme circumstances where such *medical treatment* is performed on an *emergency* basis immediately upon admission to *hospital*.
12. Expenses incurred whereby this policy was purchased specifically to obtain *medical treatment* outside *your* province or territory of residence whether or not recommended by *your* attending *physician*.
13. Transplants including, but not limited to, cornea or organ transplants or bone marrow transplants, artificial joints, prosthetic devices or implants including any associated charges. Implants required to stabilize an *emergency* medical condition may be covered if pre-approved by *Ortime Care*.
14. Loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and resulting prescription thereof.
15. An *insured person's* suicide, attempted suicide or self-inflicted *injury*.
16. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
17. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless the *insured person* is *hospitalized*.
18. Any loss, *sickness*, *injury* or death related to the misuse, abuse, overdose or chemical dependence on medication, drugs, alcohol or other intoxicant.
19. Expenses incurred as a result of symptomatic or asymptomatic HIV infection or HIV-related conditions and AIDS (acquired immune deficiency syndrome), including any associated diagnostic tests or charges.
20. Expenses incurred for COVID-19 testing or expenses incurred for meals and accommodations and re-scheduling of the mode of travel as a result of the COVID-19 quarantine requirements of any country.
21. Treatment or surgery during a *trip* when the *trip* is undertaken for the purpose of securing or with the intent of receiving medical or *hospital* services, whether or not such *trip* is taken on the advice of a *physician* or surgeon.
22. Routine pre-natal and post-natal care; *your* pregnancy or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; childbirth or complications thereof when *your* child is born during *your trip*. *Your* newborn child is excluded from this coverage.
23. Participation in:
  - a) any sports as a professional athlete (person who engages in an activity as one's main paid occupation);
  - b) any competitive motorized sporting events, racing or speed contests;
  - c) scuba diving (unless *you* hold a basic SCUBA designation from a Canadian certified school), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountaineering.
24. Travel to, from or through any country, region or city for which, prior to *your* departure date, any department of the Canadian Government has issued a warning to avoid all travel or to avoid non-essential travel if the loss is the result of the reason for which the warning was issued.
25. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; *terrorism*; riot; rebellion; revolution or insurrection; or military power or *your* unlawful visit in any country. Limited coverage applies with respect to an act of *terrorism*. See Terrorism Coverage.
26. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
27. Flight accident (unless *you* are travelling as a fare paying passenger on a commercial airline).
28. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

- a) the date and time of the cause of the cancellation of *your trip*; or
- b) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- c) the date and time *you* depart *your* province or territory of residence on *your trip*.

#### Expiry Date of Coverage for Trip Interruption

Coverage ends on the earliest of:

- a) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- b) the date and time *you* return to *your* province or territory of residence; or
- c) the date *you* reach the maximum duration outside of Canada.

### BENEFITS

The benefits under Section V can be claimed only once during the coverage period.

#### Trip Cancellation (Prior to Departure)

If *you* are unable to travel due to an insured risk listed below that occurs before *your* scheduled departure date, the *insurer* will pay up to the sum insured for one of the following:

1. The prepaid unused portion of *your* airfare and other travel arrangements that is non-refundable and non-transferable to another travel date.
2. The penalty fee charged for the reinstatement of unused travel points.
3. The cost of the next occupancy charge if *your travel companion* must cancel their *trip* due to an insured risk applicable to them, and *you* decide to go on *your trip* as planned.
4. The change fee charged by *your* travel supplier.
5. The cost to join *your trip* in progress if *you* are eligible to cancel, but choose to go on *your trip*, provided this cost is less than the cost of cancellation.

#### Trip Interruption (After Departure)

If *your trip* is interrupted due to an insured risk listed below that occurs on or after the day of *your* scheduled departure date, benefits are payable for:

1. The lesser of one-way economy airfare via the most cost-effective route or the change fee charged by the airline:
  - a) to return to *your* point of departure; or

- b) to continue to *your trip* at its next destination.
- The prepaid unused portion of *your* airfare and other travel arrangements purchased prior to the effective date that is non-refundable and non-transferable to another travel date, excluding the cost of the original transportation and prepaid unused transportation home.
  - Missed Connection. If the delay of a *common carrier* or automobile due to weather conditions, volcanic eruption, natural disaster, traffic *accident*, emergency road closure (police report required), strike or lockout of 24 hours or more, or the *common carrier's* mechanical failure, grounding, or schedule change causes *you* to miss *your* connection, and provided the original time between connections was not less than then greater of the recommended check-in time or 2 hours, the *insurer* will pay:
    - the extra cost of economy transportation to the ticketed destination;
    - the prepaid, unusable portion of *your* insured travel arrangements purchased prior to the effective date.

#### **Additional Benefits (Prior to or After Departure)**

If *your trip* is cancelled or interrupted due to an insured risk listed below, the *insurer* will pay expenses *you* actually incur for:

- Additional and unplanned hotel and meal expenses, essential phone calls, internet usage and taxi fares up to \$300 per day to a maximum of \$1,000 while awaiting replacement transportation arrangements.
- Prepaid, unused, non-refundable excursion or special event tickets up to \$100 each to a maximum of \$500.
- Additional animal boarding fees at a licensed shelter if *your* return is delayed more than 24 hours up to a maximum of \$100.

#### **INSURED RISKS**

##### **Medical**

- Sickness, injury, or death of you, a travel companion, an immediate family member, a travel companion's immediate family member or a caregiver.*
- Death or *emergency hospitalization* of a business partner or a close friend occurring within 10 days of *your* scheduled departure date or during the covered trip.
- Death or *emergency hospitalization* of *your* host at *your trip* destination.

##### **Pregnancy and Adoption**

- Pregnancy of *you, your spouse, your travel companion or your travel companion's spouse* which was confirmed after this insurance was purchased and after *you* booked *your trip* and *your* scheduled departure date falls in the 9 weeks before or after the expected delivery date.
- Complications of a pregnancy arising in the first 31 weeks of a pregnancy of *you, your spouse, your travel companion or your travel companion's spouse.*
- Legal adoption of a child by *you or your travel companion* and the notice of custody is received after this insurance was purchased and after *you* booked *your trip* and the date of custody is scheduled in the 9 weeks before or after *your* scheduled departure date.

##### **Delays, Cancellations and Schedule Changes**

- A delay that causes *you* to miss or interrupt any part of *your trip* when the private or rented vehicle which *you* are driving or in which *you* are a passenger or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the vehicle, *common carrier* or connecting flight was scheduled to arrive at the departure or return point at least 2 hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the scheduled time of departure or return.
- Loss or theft of *your* passport, travel documents or money that causes *you* to miss a connection or results in the interruption of *your* travel arrangements.
- The schedule change or cancellation by the airline carrier that is providing transportation for a portion of *your trip* causing *you* to miss a connection or interrupt *your* travel arrangements.
- Complete cancellation of a cruise or tour and travel package (other than by supplier default) within 30 days of the scheduled departure by the cruise line or tour operator.
- Cancellation of a business meeting or conference that was the main purpose of *your trip*, for reasons beyond *your* control, after this insurance was purchased and after *you* booked *your trip*.
- Adverse weather conditions, earthquakes or volcanic eruptions for a period of at least 30% of the total duration of the covered trip when *you or your travel companion* choose not to continue with the trip prior to departure.
- A travel advisory issued by the Canadian Government after this insurance was purchased and after *you* booked *your trip*, warning Canadian residents to avoid all travel or non-essential travel to a specific region or country that is part of *your trip*.
- Failure of *you or your travel companion* to obtain a travel visa (excluding an immigration, student or employment visa) for reasons beyond *your/their* control.

##### **Employment**

- The relocation of *your or your travel companion's* principal residence due to a job transfer by the employer with whom *you, your spouse, your travel companion or your travel companion's spouse* are employed at the time of purchase of this insurance or the booking of the trip. (Not applicable to cases of self-employment or temporary contract work).
- Involuntary loss of permanent employment without just cause by *you, your spouse, your travel companion or your travel companion's spouse* provided that, at the time *you* purchased this insurance or booked the trip, they have been employed by the same employer for at least one year and were not aware of the imminent loss of permanent employment. (Not applicable to cases of self-employment or temporary contract work).

## **Section VI Baggage**

When an *insured person* incurs eligible expenses as described in this section as a result of direct physical loss of, or damage to, baggage and personal effects *you* own and use during *your trip*, the *insurer* will reimburse costs up to \$1,000 CAD per trip to a maximum of \$4,000 CAD for the period from the effective date to the expiry date, subject to all policy limitations, exclusions and provisions.

#### **ELIGIBILITY**

To be eligible for Baggage coverage, on the Effective Date of Coverage the applicant must:

- be a Canadian resident; and
- be at least 15 days of age and not more than 84 years of age travelling for no more than 90 days per trip.

#### **COVERAGE PERIOD**

##### **Effective Date of Coverage**

Coverage begins on the latest of:

- the date and time *you* apply for and pay for this insurance; or
- the date and time *you* depart from *your* province or territory of residence; or

#### **Other**

- An unforeseen event beyond *your* control that renders *your or your travel companion's* principal residence uninhabitable or *your or your travel companion's* place of business inoperative.
- You, your spouse, your travel companion or your travel companion's spouse* are the victim of a hijacking during *your trip*.
- You or your spouse* are called to service as a reservist, fire-fighter, military or police staff during *your trip*.
- You or your spouse* are called to jury duty, to be a defendant in a civil suit, or are subpoenaed to be a witness during *your trip*.

#### **EXCLUSIONS**

Trips Cancellation and Interruption does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:

- Any *sickness, injury or medical condition* (other than a *minor ailment*) that was not *stable* in the 90 days prior to the effective date.
- Any *sickness or injury* that would have caused an ordinarily prudent person to seek *medical treatment, advice, diagnosis or care* during the 90 days prior to the effective date.
- Any loss in any way caused by or resulting from Coronavirus disease (including but not limited to COVID-19) and any mutation thereof.
- An event which, prior to when this insurance was purchased and/or prior to when *you* booked *your trip, you or your travel companion* knew, or it was reasonable to expect, may prevent *you* from going on or completing *your trip* as booked.
- A trip undertaken for the purpose of visiting a sick or injured person and their medical condition or death is the reason for the cancellation or interruption.
- Any costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness or medical condition* that was diagnosed by a *physician* as terminal prior to the effective date.
- Non-compliance with any prescribed medical therapy or treatment.
- Any services or supplies provided by *you or your immediate family member*.
- A trip undertaken to obtain *medical treatment* whether or not recommended by *your attending physician*.
- Routine pre-natal and post-natal care; *your pregnancy* or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; childbirth or complications thereof when *your child* is born during *your trip*. *Your newborn child* is excluded from this coverage.
- A return earlier or later than the scheduled date of return, unless recommended by *your attending physician*.
- A return delayed more than 10 days beyond the scheduled date of return, unless *you, an immediate family member or your travel companion* were hospitalized for at least 48 consecutive hours within the 10-day period.
- For policy extensions or Top Ups any medical condition which first appeared, was diagnosed or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.
- Any *medical treatment* that is not *emergency medical treatment* for the immediate relief of acute pain and suffering, including any elective or cosmetic surgery or treatment.
- Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were 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.
- A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are hospitalized.
- An *insured person's* suicide, attempted suicide or self-inflicted *injury*,
- Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
- Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated); scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
- A travel visa that is not issued because of its late application.
- Failure, default or bankruptcy of any travel supplier which *you* contract for services. No protection is provided for failure, default or bankruptcy of any travel agent, agency or broker.
- Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
- Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion; revolution or insurrection; or military power or *your* unlawful visit in any country.
- Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. Limited coverage applies with respect to an act of *terrorism*. See Terrorism Coverage.
- Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
- Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority other than as provided in Insured Risk #19.

- 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### **Expiry Date of Coverage**

Coverage ends on the earlier of:

- 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- the date and time *you* return to *your* province or territory of residence; or
- the date *you* reach the maximum duration outside of Canada.

#### **BENEFITS**

- Personal Effects:** Up to \$500, or the actual cash value, whichever is less, to repair or replace any item or set of items which is lost or damaged during *your trip*. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.
- Document Replacement:** Up to \$200 for the replacement of any of the following: passport, driver's licence, birth certificate or travel visa in the event of loss or theft.
- Personal Currency:** Up to \$100 for the loss of personal currency caused by robbery or theft and supported by a police report.

4. **Baggage Delay:** Up to \$400 to purchase necessary toiletries and personal effects in the event that *your* checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to *your* point of departure. To file a claim, *you* must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.
5. **Wheelchair:** Up to \$100 for repairs or rental replacement of the *insured's* wheelchair in the event the wheelchair is rendered inoperable due to damage resulting from normal usage.
6. **Injury of Accompanying Dog or Cat:** Up to \$500 for *emergency* care due to unexpected *injury* of an accompanying dog or cat.

**EXCLUSIONS**

**Baggage does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Property illegally acquired, kept, stored or transported.
2. The purchase or replacement cost (prescribed or not) for loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.

**Section VII Accidental Death & Dismemberment**

The *insurer* will pay up to the maximum sum insured shown on *your* confirmation of insurance for loss of life, limb or sight of an *insured person* resulting directly from accidental *injury* occurring during the coverage period if the loss occurs within 365 days after the date of the *accident* causing the loss subject to all policy limitations, exclusions and provisions.

The total aggregate limit for all Accidental Death & Dismemberment losses resulting from any one incident under all policies underwritten by the *insurer* is \$10,000,000 CAD.

**ELIGIBILITY**

**To be eligible for Accidental Death & Dismemberment coverage, on the Effective Date of Coverage the applicant must:**

- a) be at least 15 days of age and not more than 84 years of age **travelling for no more than 90 days per trip**; and
- b) be a Canadian resident covered by *your government health insurance plan* for the entire duration of *your trip*; and
- c) be travelling on a *trip* to, from or within Canada.

**COVERAGE PERIOD**

**Effective Date of Coverage**

Coverage begins on the latest of:

- a) the date and time *you* apply for and pay for this insurance; or
- b) the date and time *you* depart from *your* province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

**Expiry Date of Coverage**

Coverage ends on the earlier of:

- a) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- b) the date and time *you* return to *your* province or territory of residence; or
- c) the date *you* reach the maximum duration outside of Canada.

**BENEFITS**

**Benefits are payable according to the following schedule:**

1. 100% of sum insured resulting from the same accidental *injury* for loss of:
  - a) life; or
  - b) entire sight of both eyes; or
  - c) both hands; or
  - d) both feet; or
  - e) one hand and entire sight of one eye; or
  - f) one foot and entire sight of one eye.
2. 50% of sum insured resulting from the same accidental *injury* for loss of:
  - a) entire sight of one eye; or
  - b) one hand; or
  - c) one foot.

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

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

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

**Section VIII Flight Accident**

The *insurer* will pay up to the maximum sum insured shown on *your* confirmation of insurance for loss of life, limb or sight of an *insured person* resulting directly from accidental *injury* occurring during the coverage period that occurs when an *insured person* is travelling on, boarding or alighting from a regularly scheduled flight or charter flight if the loss occurs within 365 days after the date of the *accident* causing the loss subject to all policy limitations, exclusions and provisions.

The total aggregate limit for all Flight Accident losses resulting from any one incident under all policies underwritten by the *insurer* is \$10,000,000 CAD.

**ELIGIBILITY**

**To be eligible for Flight Accident coverage, on the Effective Date of Coverage the applicant, must:**

- a) be at least 15 days of age and not more than 84 years of age **travelling for no more than 90 days per trip**; and
- b) be a Canadian resident covered by *your government health insurance plan* for the entire duration of *your trip*; and
- c) be travelling on a *trip* to, from or within Canada.

**Effective Date of Coverage**

Coverage begins on the latest of:

- a) the date and time *you* apply for and pay for this insurance; or
- b) the date and time *you* board a flight to depart *your* province or territory of residence; or
- c) 12:01 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

**Expiry Date of Coverage**

Coverage ends on the earlier of:

- a) 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- b) the date and time *you* return to *your* province or territory of residence; or
- c) the date *you* reach the maximum duration outside of Canada.

**BENEFITS**

**Benefits are payable according to the following schedule:**

1. 100% of sum insured resulting from the same accidental *injury* for loss of:

3. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
4. Loss or damage caused by any imprudent action or omission by the *insured person*.
5. Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
6. Belongings insured under another insurance policy.
7. Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
8. Money and currency (except as provided under Personal Currency), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.
9. Committing or attempting to commit an illegal act or a criminal act.
10. Animals (except as specifically provided for dog or cat).
11. Any risk from war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion; revolution or insurrection; or military power or *your* unlawful visit in any country.
12. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).

**Exposure and Disappearance**

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

- a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b) *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

**EXCLUSIONS**

**Accidental Death & Dismemberment does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated); scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).
2. Death or *injury* sustained while operating or learning to operate or travelling on, boarding or alighting any aircraft.
3. An *insured person's* suicide, attempted suicide or self-inflicted *injury*.
4. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
5. Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were 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.
6. Non-compliance with any prescribed medical therapy or treatment.
7. Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
8. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion; revolution or insurrection; or military power or *your* unlawful visit in any country.
9. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. Limited coverage applies with respect to an act of *terrorism*. See Terrorism Coverage.
10. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
11. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.
12. Natural causes.

- a) life; or
- b) entire sight of both eyes; or
- c) both hands; or
- d) both feet; or
- e) one hand and entire sight of one eye; or
- f) one foot and entire sight of one eye.
2. 50% of sum insured resulting from the same accidental *injury* for loss of:
  - d) entire sight of one eye; or
  - e) one hand; or
  - f) one foot.

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

Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if *you* suffer more than one of these losses.

**Exposure and Disappearance**

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

- a) as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b) *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

**EXCLUSIONS**

**Flight Accident does not cover losses or expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motorized race or speed contest; participation in any sport as a professional athlete (for which the *insured person* is remunerated); scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 metres).

2. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
3. An *insured person's* suicide, attempted suicide or self-inflicted *injury*.
4. Committing or attempting to commit an illegal act or a criminal act by an *insured person*.
5. Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were 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.
6. Non-compliance with any prescribed medical therapy or treatment
7. Travel to, from or through any country, region or city for which, prior to *your* departure date, the Canadian Government, or any department thereof, has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
8. Any risk from: war or act of war, whether declared or undeclared; invasion or act of a foreign enemy; declared or undeclared hostilities; civil war; riot; rebellion; revolution or insurrection; or military power or *your* unlawful visit in any country.
9. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage. Limited coverage applies with respect to an act of *terrorism*. See *Terrorism Coverage*.
10. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
11. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.
12. Natural causes.

## Section IX Terrorism Coverage

When an act of *terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, subject to all other policy limits, coverage will be provided as follows:

- a) As a result of any one or a series of acts of *terrorism* occurring within a 72-hour period, the aggregate limit payable shall be limited to \$2,500,000 for all eligible insurance policies issued and administered by the *insurer*, including this policy.
- b) As a result of any one or a series of acts of *terrorism* occurring in any calendar year, the aggregate limit payable shall be limited to \$5,000,000 for all eligible policies issued and administered by the *insurer* including this policy.

## Section X Limitations and Restrictions

### 1. Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment

*Ontime Care* must approve in advance any surgery, invasive procedure (including, but not limited to, cardiac catheterization), diagnostic testing or treatment prior to *you* undergoing such procedure. It remains *your* responsibility to inform *your* attending *physician* to call *Ontime Care* for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.

### 2. Notice to *Ontime Care*

*You* must contact *Ontime Care* prior to seeking *medical treatment*. If it is not reasonably possible for *you* to contact *Ontime Care* prior to seeking treatment due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible. If *you* fail to notify *Ontime Care*, coverage will be limited to 70% of eligible expenses to a maximum of \$250,000.

### 3. Limitation of Benefits

Once *you* are deemed medically *stable* to return to *your* province, or territory of residence, or Canada (with or without a medical escort) in the opinion of *Ontime Care* or by virtue of discharge from *hospital*, *your emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under

The amount payable for each eligible claim under (a) and (b) above are in excess of all other sources of recovery and shall be reduced on a pro rata basis, so that the total amount paid for all such claims shall not exceed the respective aggregate limit which will be paid after the end of the calendar year and after completing the adjudication of all claims relating to the act(s) of *terrorism*.

Coverage is only available for up to two acts of *terrorism* within a calendar year.

this policy.

### 4. Availability and Quality of Care

The *insurer*, the *Administrator Company* or *Ontime Care* shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation, or *your* failure to obtain *medical treatment*.

### 5. Transfer or Medical Repatriation

During an *emergency* (whether prior to admission, during a covered *hospitalization* or after *your* release from *hospital*), *Ontime Care* reserves the right to:

- a) transfer *you* to one of its preferred health care providers, and/or
- b) return *you* to *your* province, or territory of residence, or Canada, for *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically *stable* by *Ontime Care*, the *insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return. *Ontime Care* will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

## Section XI Emergency Travel Assistance

*Ontime Care* answers *your* questions 24 hours a day, seven days a week.

From Canada and the U.S., call TOLL FREE 1-866-209-5804

From anywhere call COLLECT 1-905-707-9555

### Emergency Call Centre

No matter where *you* are, professional assistance personnel are ready to take *your* call. Please consult *your* insurance card for *emergency* numbers.

*Ontime Care* will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your* policy benefits are administered. *Ontime Care*

will also:

1. Help *you* locate the most appropriate medical facility for *you*;
2. Arrange for admission to a *hospital* if necessary;
3. Provide details of *your* coverage to *you* and to the medical providers who are treating *you*;
4. Connect *you* to an interpreter;
5. Whenever possible, instruct the *hospital* or clinic to bill *Ontime Care* directly.

## Section XII How to File a Claim

### 1. *You* must substantiate *your* claim by providing all documents listed below. (The *insurer*, *Administrator Company* or *Ontime Care* are not responsible for charges levied in relation to any such documents.)

- a) A completed Claim Form (provided by *Ontime Care* upon notification of claim).
- b) Original itemized bills from the licensed medical provider(s) stating the patient's name, diagnosis, date and type of treatment, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider.
- c) Original prescription drug receipts from the pharmacist, *physician* or *hospital* indicating the name of the prescribing *physician*, prescription number, name of preparation, date, quantity and total cost.

**Note:** If *you* refuse or fail to sign the medical authorization form or refuse to provide any information pertinent to *your* claim, it may result in a delay in processing *your* claim.

### 2. Payment of Benefits

All payments are payable to *you* or on *your* behalf. Benefits for loss of life are made to *your* estate unless another beneficiary is designated in writing to *Ontime Care* or the *Administrator Company*. Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to *you*. No sum payable shall bear interest.

### 3. Send all pertinent documents to:

Ontime Care Worldwide Inc.  
P.O. Box 82029  
420 Hwy 7 E  
Richmond Hill, ON L4B 3K2

Indicate *your* policy number on all correspondence.

- d) The (third) arbitrator shall otherwise control procedure and shall provide a written determination within ninety (90) days of any motion, hearing or dispute related submissions.

### 3. Assignment of Benefits

Where the *insurer* has paid expenses or benefits to *you* or on *your* behalf under this policy, the *insurer* has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This policy also allows the *insurer* to receive, endorse and negotiate eligible payments from those parties on *your* behalf. When the *insurer* receives payment from any other *insurer*, or any other source of recovery to the *insurer*, the respective payor is released.

### 4. Currency

All sums payable under this policy are in Canadian currency unless otherwise indicated. If an *insured person* has paid a covered expense in a currency other than Canadian currency, the *insured person* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

### 5. Limitation of Actions

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, or other applicable legislation. The limitation period applies to all plans and benefits of this policy and to all endorsements thereof.

### 6. Misrepresentation and Non-disclosure

The entire coverage under this policy shall be voidable if the *insurer* determines whether before or after loss, that *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning *your* policy or *your* interest therein, or if *you* refuse to disclose information or permit the use

## Section XIII General Provisions

### 1. Applicable Law

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

### 2. Arbitration

Notwithstanding any clause in this policy, any *insureds* making a claim under this policy and the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory of residence of the *insured*. In the event the *insured* is not a resident of any Canadian province or territory, the governing law shall be the law of the Province of Ontario. Any *insureds* making a claim under this policy and the parties to this policy agree that all actions will be referred to arbitration.

### Arbitration Procedure

- a) Any *insureds* making a claim under this policy and the parties shall agree upon a single arbitrator by mutual agreement. In the event a single arbitrator cannot be agreed upon, each of the *insured* or party as applicant and the *insurer* or party as respondent shall unilaterally choose an arbitrator who will be instructed to agree upon a third arbitrator. The third arbitrator will be the sole individual seized as arbitrator of the arbitration.
- b) The party who initiates the arbitration shall bear 50% of the cost or fee of the Arbitrator(s), 50% of the cost or fee of any dispute involved in the selection of an arbitrator and 50% of the cost of the arbitration venue expenditures.
- c) Each party with standing in the arbitration shall bear his or her respective legal representation costs and disbursements.

of such information, pertaining to any of the *insured persons* under this contract of insurance. Consequently, and following a loss, no claim shall be payable by the *insurer* and the *insured person* shall be solely responsible for all expenses relating to his/her claim, including medical repatriation costs.

#### 7. **Misstatement of Age**

If your age has been misstated to the *insurer*, 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.

#### 8. **Other Insurance**

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered that are in excess of the amounts for which you are insured under such other coverage.

#### 9. **Overpayment of Benefits**

Nothing in this policy will prevent the *insurer* from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

#### 10. **Safeguarding Your Privacy**

The *Administrator Company* places great importance on the protection of your privacy. The *Administrator Company* collects your personal information when you apply for this insurance and in

## Section XIV Statutory Conditions

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

2. **Copy of Application** - The *Insurer* shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

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

4. **Termination by Insured** - The *insured* may at any time request that this contract be terminated and the *insurer* shall, as soon as practicable after the *insured* makes the request, refund the amount of premium actually paid by the *insured* that is in excess of the short rate premium calculated to the date of the request according to the table in use by the *insurer* at the time of the termination.

5. **Termination by Insurer** - The *insurer* may terminate this contract at any time by giving written notice of termination to the *insured* and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.

The notice of termination may be given in the following ways:

- i. It may be personally delivered to the *insured*.
- ii. It may be delivered by prepaid courier to the latest address of the *insured* on the records of the *insurer* if there is a record by the person who has delivered it that the notice has been sent.
- iii. It may be sent by registered mail to the latest address of the *insured* on the records of the *insurer*.

Where the notice of termination is personally delivered or delivered by prepaid courier to the *insured*, five days' notice of termination shall be given. Where it is mailed to the *insured*, 15 days' notice of termination shall be given, and the 15-day period begins on the day the registered letter or notification of it is delivered to the *insured's* address.

6. **Notice and Proof of Claim** - You or a beneficiary entitled to make a claim, or the agent of any of them, shall:

- a) give written notice of the claim to the *insurer* in one of the following ways, not later than 30 days from the date a claim arises under the contract on account of an *accident* or *sickness*:
  - i. by personal delivery or by delivery by electronic means or by sending it by registered

## Section XV Identification of Insurer

JF Canadian Travel Insurance is underwritten by Berkley Insurance Company (a Berkley Company) and administered by JF Insurance Agency Group Inc.

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 Ontime Care Worldwide Inc. To contact JF Insurance Agency Group Inc., please call 1-877-832-5541 or write to info@jfgroup.ca.

**THIS POLICY CONTAINS CLAUSES WHICH MAY LIMIT THE AMOUNT PAYABLE**

the event of a claim, to provide you with insurance services and to analyze your claim. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, *Ontime Care* may collect your personal health information held by a third party. This information may be released to employees of *Ontime Care*, the *Administrator Company* and Berkley Insurance Company, the *insurer*, for claims analysis and to better serve you. In no case will *Ontime Care*, the *Administrator Company* and Berkley Insurance Company release this information to any person or organization that is not clearly entitled to it without first seeking your consent.

#### 11. **Subrogation**

If you suffer a loss covered under this policy, *Ontime Care* is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss.

You shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do such things as are necessary to secure the *insurer's* rights. The *insured* waives the right to assign or transfer the obligations arising as a result of this policy and any costs or expenditures incurred.

#### 12. **Waiver**

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

- ii. by personal delivery or by delivery by electronic means or by sending it by registered mail to the head office or chief agency of the *insurer* in the Province;
  - b) within 90 days from the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to *Ontime Care* or the *insurer* such proof of claim as is reasonably possible in the circumstances of the happening of the *accident* or the commencement of the *sickness*, and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary if relevant; and
  - c) if so required by *Ontime Care* or the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim may be made under the contract and as to the duration of such *sickness*.
7. **Failure to Give Notice or Proof** - Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory 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 from the date of the *accident* or the date a claim arises under the contract on account of *sickness* if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
  - b) in the case of the 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 after the date a court makes the declaration.
8. **Insurer to Furnish Forms for Proof of Claim** - The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but where 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* or *sickness* giving rise to the claim and of the extent of the loss.
9. **Rights of Examination** - As a condition precedent to recovery of insurance money under this contract:
- a) the claimant shall afford to the *insurer* and *Ontime Care* an opportunity to examine the *insured person* when and so often as it reasonably requires while the claim hereunder is pending; and
  - b) in the case of death of the *insured person*, the *insurer* and *Ontime Care* may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.
10. **When Money Payable** - All money payable under this contract shall be paid by the *insurer* within 60 days after it has received proof of claim.