

# Visitors to Canada

Updated April 2020

Allianz Global Assistance (AGA) administers this policy. Allianz Global Assistance is the registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd.

Underwritten by CUMIS General Insurance Company, a member of The Co-operators group of companies.

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

## **Right to Examine Policy**

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Please review this policy to ensure it meets *your* needs.

Refunds before the Effective Date

*You* have 10 days after purchase to return this policy for a full refund. Please refer to the sections of the policy that explain when coverage starts.

Refunds after the Effective Date

For refunds after coverage has started, refer to the Premium Refunds section on page 21 of this policy.

**IMPORTANT NOTICE:** This policy contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable.

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## Important Notice

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Please read *your* policy carefully.

- **Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances due to an *emergency*.**
- **It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.**
- **Costs incurred in *your country of origin* are not covered.**
- ***Your* insurance contains pre-existing condition exclusions for travellers of any age. These exclusions apply to medical conditions and/or *signs or symptoms* that existed on or before *your* departure date or *effective date*. Check to see how this applies in *your* coverage and how it relates to *your* departure date, purchase date and *effective date*.**
- **In the event of an *accident, injury or sickness*, *your* prior medical history may be reviewed when a claim is reported.**
- **In the event of a medical *emergency*, *you* must notify AGA Emergency Assistance (toll-free 1-800-995-1662 or worldwide collect 416-340-0049) within 24 hours of admission to a *hospital* and before any surgery is performed. Failure to notify AGA Emergency Assistance as required will delay the processing and payment of *your* claim and may limit the amount of *your* claim payment.**
- **If *you* are ineligible for coverage, *our* only liability will be to refund any premium paid. Please check *your* confirmation of coverage to ensure *you* have the coverage options *you* require. Payment will be limited to the coverage options *you* selected and paid for at the time of application. *You* will be responsible for any expenses that are not payable by *us*.**
- **If *you* have a change in *your* health between the date *you* apply for coverage and the *effective date*, *you* must contact *your* insurance representative to fully understand how *your* change in health affects *your* coverage under this policy. Failure to do so may limit the amount of *your* claim payment or result in *your* claim being denied. If *you* have been medically underwritten, *you* will also need to complete a new medical questionnaire.**

To help *you* better understand *your* policy

Key terms in this policy are printed in ***bold italics*** and are defined in the Definitions section on page 13.

What are *you* covered for?

To find out what *your* coverage is, please refer to *your* confirmation of coverage and read the section titled Benefits.

What is not covered?

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

How do I make a claim?

Notify AGA as soon as possible in the event of an *emergency*.

Where possible, AGA will arrange to pay the provider directly.

To submit a claim under this policy, *you* will need to send a completed claim form (with all original bills and receipts from commercial organizations attached) to AGA. Please take care in filling out the form, as any missing information may cause delay. See Claims Procedures on page 22 for details.

What if my travel plans change?

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

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

Yes, *you* can, subject to policy terms and conditions. Just call *your* insurance representative or AGA (during business hours) before coverage under *your* policy expires. See Extending Your Trip on page 18 for details.

Travel Assistance

AGA will use its best efforts to provide assistance for a medical *emergency* arising anywhere in the world. However, *we*, AGA and their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for the failure of any person to obtain medical service.

## Eligibility

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1. Coverage is NOT AVAILABLE to any individual who, as of their *effective date*:
  - a) has been diagnosed with a *terminal* illness; or
  - b) has been diagnosed with stage 3 or 4 cancer; or
  - c) has received *treatment* for any cancer (other than basal or squamous cell skin cancer or breast cancer treated only with hormone therapy) in the past 3 months; or
  - d) requires assistance with *activities of daily living* as the result of a medical condition or state of health.
2. To be eligible for coverage *you* must, as of the *effective date*:
  - a) be at least 15 days old and not more than 89 years old; and
  - b) not be insured or eligible for benefits under a Canadian government health insurance plan; and
  - c) be in good health at the time *you* purchase *your* policy and on the date *you* exit *your country of origin*, and know of no reason to seek *medical consultation* during the *period of coverage*.

### Start of Coverage

Coverage starts on the *effective date*.

### Waiting Period

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

- a) after the *expiry date* of an existing AGA administered policy; or
- b) after *you* exit *your country of origin*.

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

### End of Coverage

Coverage ends on the *expiry date*.

## Insuring Agreement

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In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations, exclusions and other provisions of this policy, *we* will pay the *reasonable and customary* costs for eligible expenses incurred during the *period of coverage* while outside *your country of origin*, up to the amounts specified in this policy, in excess of any *deductible* and the amount allowed and/or paid for by any other insurance plan(s).

Payment is limited to the amounts specified under each coverage option. Some benefits are subject to advance approval by AGA.

*You* will be responsible for any expenses that are not payable by *us*.

# Summary of Benefits

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Accidental Death & Dismemberment ... up to sum insured  
Emergency Hospital & Medical ..... up to sum insured  
Included in the overall maximum:

- Emergency Hospital ..... up to sum insured
- Emergency Medical ..... up to sum insured
- Emergency Transportation ..... up to sum insured
- Accidental Dental ..... \$4,000
- Chiropractor, osteopath, podiatrist/chiroprapist, physiotherapist or acupuncturist ..... \$500 per profession
- Dental Emergency ..... up to \$500
- Emergency Return Home ..... up to \$3,000
- Out-of-Pocket Expenses ..... up to \$1,500
- Return of Deceased ..... up to \$10,000
- Transportation of Family/Friend ..... up to \$3,000

# Benefits

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1. Emergency Hospital  
*We agree to pay for hospital accommodation, including semi-private room, and for reasonable and customary services and supplies necessary for your emergency care during confinement as a resident in-patient.*
  
2. Emergency Medical  
*We agree to pay for the following services, supplies, or treatment, resulting from a covered sickness or injury, when provided by a health practitioner who is not related to you by blood or marriage:*
  - a) *The emergency services of a legally licensed physician, surgeon, or anaesthetist.*
  - b) *Follow-up visits as prescribed by the attending physician at the time of the emergency. Follow-up visits must occur during the period of coverage and be directly related to the emergency. The emergency must occur during the period of coverage and have been reported to AGA.*  
*Follow-up treatment needed as a result of any sickness or injury that took place while you were in your country of origin during the period of coverage will be covered only on prior approval by AGA. On-going expenses resulting from such sickness or injury will not be covered, unless approved in advance by AGA.*  
*AGA reserves the right, as reasonably required and at its expense, to transport you to your country of origin following an emergency.*

- c) Diagnostics, lab tests and/or X-ray examinations as ordered by a *physician* for the purpose of diagnosis.
- d) The services of the following legally licensed practitioners for *treatment* of a covered *sickness* or *injury*:
  - i. chiropractor;
  - ii. osteopath;
  - iii. podiatrist/chiroprapist;
  - iv. physiotherapist, when ordered by the attending *physician*;
  - v. acupuncturist.

Not to exceed \$500 per profession.

- e) Private duty services of a Registered Nurse when approved in advance by AGA.  
Not to exceed \$10,000.
- f) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation) to the nearest *hospital*, when reasonable and necessary.
- g) Rental of crutches or *hospital*-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other approved prosthetic appliances approved in advance by AGA.
- h) *Emergency* out-patient services provided by a *hospital*.
- i) When not hospitalized as an in-patient, drugs or medications that require a *physician's* written prescription, not exceeding a 30-day supply, to a maximum of \$1,000.

### 3. Out-of-Pocket Expenses

In the event *you* (or *your* insured *travelling companion*) are confined to *hospital* on the date on which *you* are scheduled to return home, *we* agree to reimburse up to \$150 per day to a maximum of \$1,500, or up to a maximum of 10 days, for the following expenses incurred by *you* or any insured *travelling companion*:

- a) *commercial accommodation* and meals; and
- b) child care costs for children under age 18, or physically or mentally handicapped *travelling companion(s)* who rely on *you* for assistance; and
- c) essential telephone calls; and
- d) taxi fares.

*We* will only reimburse these expenses if *you* or *your travelling companion* have actually paid for them.

Expenses must be supported by original receipts from commercial organizations.

4. Transportation of Family or Friend

We agree to pay up to a maximum of \$3,000 for the cost to transport one *family member* or close friend to *your* bedside by round-trip economy class (using the most direct route) if:

- a) *you* are hospitalized due to a covered *sickness* or *injury* and the attending *physician* advises that *your family member* or close friend's attendance is necessary; or
- b) the local authorities legally require the attendance of *your family member* or close friend to identify *your* remains in the event of *your* death due to a covered *sickness* or *injury*.

Benefits are payable only when approved in advance by AGA.

In addition, *we* agree to reimburse up to a maximum of \$1,000 for the following expenses incurred by *your family member* or close friend after arrival:

- a) *commercial accommodation* and meals; and
- b) essential telephone calls; and
- c) taxi fares.

Expenses must be supported by original receipts from commercial organizations.

5. Return of Deceased (Repatriation)

In the event of *your* death due to a covered *sickness* or *injury*, *we* agree to reimburse:

- a) up to \$10,000 for costs incurred to prepare and return *your* remains in a standard transportation container to *your country of origin*; or
- b) up to \$4,000 for cremation or burial of *your* remains at the place of death.

The cost of a coffin or urn is not covered.

6. Dental

We agree to reimburse:

- a) up to \$4,000 for *emergency treatment* or services to whole or sound natural teeth (including capped or crowned teeth) which are damaged as a result of an *accidental* direct blow to the face; and
- b) up to \$500 for the immediate relief of acute dental pain caused by other than a direct blow to the face and for which *you* have not previously received *treatment* or advice.

Reimbursement will not exceed the minimum fee specified in the Canadian Dental Association schedule of fees of the province or territory where *treatment* was received.

*Treatment* relating to any dental claim must begin within 48 hours after the onset of the *emergency* and must be completed within the *period of coverage* and prior to *your* return to *your country of origin*.

*Treatment* must be performed by a legally qualified dentist or oral surgeon.



7. Emergency Transportation

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

8. Emergency Return Home for *You* and One Family Member

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

*Your* coverage under this policy ceases once *you* have been returned to *your country of origin* under this benefit.

9. Accidental Death & Dismemberment

*We* agree to pay up to a maximum of the sum insured indicated on *your* confirmation of coverage, for loss of life, limb or sight resulting directly from *accidental injury* occurring during the *period of coverage*, except while boarding, riding in, or alighting from an aircraft.

Benefits are payable according to the following schedule:

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

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

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

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

Exposure and Disappearance

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

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

- b) *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

## Specific Conditions

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1. In the event of a medical *emergency*, *you* must notify AGA within 24 hours of admission to a *hospital* and before any surgery is performed.

### Limits on Coverage

If *you* fail to do so without reasonable cause, then *we* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

*You* will be responsible for any expenses that are not payable by *us*.

The *deductible* is shown on *your* confirmation of coverage and applies once during the *period of coverage*.

2. *We* reserve the right, as reasonably required and at *our* expense, to transfer *you* to any *hospital* or to transport *you* to *your country of origin* following an *emergency*.

If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility.

Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *period of coverage*.

3. Costs incurred outside of Canada other than in *your country of origin* are covered provided the majority of the *period of coverage* is spent in Canada.
4. *Your* policy will remain in effect while *you* are in *your country of origin*, however costs incurred in *your country of origin* are not covered.
5. If *you* have been returned to *your country of origin* under the Emergency Return Home benefit, this policy will expire.
6. Act of Terrorism – Limits on Coverage and Aggregate Limit
- When an *act of terrorism* directly or indirectly causes a loss that would otherwise be payable under this plan, other than Accidental Death & Dismemberment, subject to all other policy limits, coverage will be provided as follows:
- a) As a result of any one or a series of *acts of terrorism* occurring within a 72-hour period, the *aggregate limit* payable shall be limited to \$2.5 million for all eligible insurance policies issued by *us* and administered by AGA, including this policy.
- b) As a result of any one or a series of *acts of terrorism* occurring in any calendar year, the *aggregate limit* payable shall be limited to \$5 million for all eligible policies issued by *us* and administered by AGA, including this policy.

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

7. General Provisions of this policy apply. Refer to page 17.

## Exclusions

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### VTC1 *Pre-existing Conditions* Exclusion

- a) If *you* are 59 years of age or under on the *effective date*:  
Benefits are not payable for costs incurred due to or resulting from *your* medical condition or related condition that was not *stable* at any time during the 90 days immediately before the *effective date*.
- b) If *you* are 60 to 79 years of age on the *effective date*:
- i. Benefits are not payable for costs incurred due to or resulting from any of the following *pre-existing conditions*, unless you have completed a Medical Questionnaire, have been approved in writing by AGA and have paid the required premium:
    - *heart condition*;
    - stroke or mini-stroke ( TIA- transient ischemic attack).
  - ii. Benefits are not payable for costs incurred due to or resulting from any *pre-existing condition* not listed under i) unless it was *stable* during the 180 days immediately before the *effective date*.
- c) If *you* are 80 to 89 years of age on the *effective date*:  
Benefits are not payable for any *pre-existing condition* unless you have completed a Medical Questionnaire, have been approved in writing by AGA and have paid the required premium.

VTC2 Benefits are not payable for costs incurred due to any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *sickness* or *injury*, unless approved in advance by AGA.

VTC3 Benefits are not payable for any costs incurred due to any *sickness* for which *signs or symptoms* occurred within 48 hours after the *effective date*, except when applying for coverage:

- a) before the *expiry date* of *your* existing AGA administered policy; or
- b) prior to the date *you* exit *your country of origin*.

VTC4 Benefits are not payable for costs incurred due to any loss incurred outside of Canada when *you* have not spent the majority of the *period of coverage* in Canada.

**VTC5** Benefits are not payable for costs incurred due to any loss incurred inside *your country of origin*.

**VTC6** Benefits are not payable for costs or losses incurred while sane or insane due to:

- a) *your* emotional or mental disorders resulting from any cause, including but not limited to anxiety or depression; or
- b) *your* suicide or attempted suicide; or
- c) *your* intentionally self-inflicted injury.

**VTC7** Benefits are not payable for costs incurred due to pregnancy, abortion, miscarriage, childbirth or complications thereof.

**VTC8** Benefits are not payable for costs incurred due to loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that the medical condition causing the loss was in any way contributed to by:

- a) *your* intoxication or abuse of alcohol; or
- b) *your* use of prohibited drugs, or any other intoxicant; or
- c) *your* non-compliance with prescribed *treatment* or medical therapy; or
- d) *your* misuse of medication.

**VTC9** Benefits are not payable for costs incurred due to *injury* resulting from training for or participating in:

- a) motorized speed contests; or
- b) stunt activities; or
- c) *professional* sport activities; or
- d) *high-risk activities*.

**VTC10** Benefits are not payable for costs incurred due to *sickness or injury* resulting from a motor vehicle *accident* where *you* are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance, except when such benefits are exhausted.

**VTC11** Benefits are not payable for costs incurred due to any *sickness, injury* or medical condition when a *trip* is undertaken for the purpose of securing medical *treatment* or advice.

**VTC12** Benefits are not payable for 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* of this policy.

**VTC13** Benefits are not payable for costs incurred due to any *treatment* which can be reasonably delayed until *you* return to *your country of origin* (whether or not *you* intend to return) by the next available means of transportation, unless approved in advance by AGA.

**VTC14** Benefits are not payable for costs incurred due to any *medical consultation* that is non-emergency, on-going, elective or the consequence of a prior elective procedure.

**VTC15** Benefits are not payable for costs incurred due to hospitalization or services rendered in connection with general health examinations for check-up purposes, *treatment* of an on-going condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation, or on-going care or *treatment* in connection with drugs, alcohol or any other substance abuse.

**VTC16** Benefits are not payable for costs incurred due to any rehabilitation or convalescent care.

**VTC17** Benefits are not payable for costs incurred due to dental or cosmetic surgery.

**VTC18** Benefits are not payable for costs incurred due to naturopathic or holistic *treatment*.

**VTC19** Benefits are not payable for costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.

**VTC20** Benefits are not payable for costs incurred due to *treatment* or services that contravene, or are prohibited by legislation under a provincial or territorial hospital/medical plan.

**VTC21** Benefits are not payable for costs incurred due to any loss incurred in a city, region, or country when, prior to the *effective date*, the Department of Foreign Affairs, Trade and Development of the Canadian Government issued a written warning to avoid all travel, or to avoid non-essential travel, to that city, region, or country.

**VTC22** Benefits are not payable for costs incurred due to any:

- a) *act of war*; or
- b) kidnapping; or
- c) *act of terrorism* caused directly or indirectly by *nuclear, chemical or biological* means; or
- d) riot, strike or civil commotion; or
- e) unlawful visit in any country.

**VTC23** Benefits are not payable for costs incurred due to any nuclear occurrence however caused.

**VTC24** Benefits are not payable for costs incurred due to the participation by *you, a family member or travelling companion* in:

- a) protests; or
- b) armed forces activities; or
- c) a commercial sexual transaction; or
- d) the commission or attempted commission of any criminal offence; or
- e) the contravention of any statutory law or regulation in the area where the loss occurred.

**VTC25** Benefits are not payable for costs incurred due to being an occupant of an aircraft, either as passenger or crew, except while being transported under the terms of the Emergency Transportation or Emergency Return Home benefits, or while boarding or alighting from an aircraft.

## Definitions

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

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

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

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

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

Commercial accommodation means an establishment providing short-term accommodation for paying guests, licensed under the law of its jurisdiction, which provides proof of commercial transaction.

Country of origin means the country in which *you* maintained a permanent residence prior to entry into Canada or the country which issued *your* passport. For Canadian passport holders without a permanent residence, country of origin means the country *you* departed from before arriving in Canada.

Deductible means the dollar amount for which *you* are responsible before any remaining eligible expenses are reimbursed under this insurance. It is retroactive to the *effective date* and applies once during the *period of coverage*. *Your deductible* is indicated on *your* confirmation of coverage.

Dependent children means *your* unmarried children who are:

- a) financially dependent on *you*; and
- b) at least 15 days of age and no more than 21 years of age.

Effective date means the later of:

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

If *you* purchase *your* policy after *you* have exited *your country of origin*, any *sickness* that manifests itself during the first 48 hours after the effective date is not covered even if related expenses are incurred after the 48-hour waiting period.

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

Expiry date means the earlier of:

- a) the date indicated as the expiry date on *your* confirmation of coverage; or
- b) the date *you* become eligible for coverage under a Canadian government health insurance plan.

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

Heart condition includes angina or chest pain, arrhythmia, arteriosclerosis, atrial fibrillation, congenital heart defect, congestive heart failure, cardiomyopathy, carotid artery occlusion, heart attack (myocardial infarction), heart murmur, irregular heart rate or beat, any other condition relating to the heart or cardiovascular system.

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

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

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

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

Lung condition includes chronic obstructive pulmonary disease (COPD), bronchial asthma, asthma, chronic bronchitis, emphysema, tuberculosis, pulmonary fibrosis.

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

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

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

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

On-going expenses means any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a medical condition.

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

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



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

- a) for which *you* exhibited *signs or symptoms*; or
- b) for which *you* required or received *medical consultation*; and
- c) which existed prior to the *effective date* of *your* coverage.

Professional means *you* are considered professional by the governing body of the sport, earn the majority of *your* income from such activity, and are paid for *your* participation whether *you* win or lose.

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

Sickness means any illness or disease.

Signs or symptoms means any evidence of disease experienced by *you* or recognized through observation.

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

Stability period:

- a) if *you* are age 59 or under, is the 90 days immediately before the *effective date*.
- b) if *you* are age 60 to 79, is the 180 days immediately before the *effective date*.

Stable describes any medical condition or related condition, including any *heart condition* or *lung condition*, for which:

- a) there has been no new *treatment*; and
- b) there has been no change in *treatment* or change in *treatment* frequency or type; and
- c) there have been no *signs or symptoms* or new diagnosis; and
- d) there have been no test results showing deterioration; and
- e) there has been no hospitalization; and
- f) there has been no referral to a specialist (made or recommended) and *you* are not awaiting surgery or the results of further investigations performed by any medical professional.

The following are considered stable:

- a) Routine (not prescribed by a *physician*) adjustment of insulin to control diabetes provided the insulin was not first prescribed during the *stability period*.
- b) Change from a brand name medication to a generic medication provided the medication was not first prescribed during the *stability period* and there is no increase or decrease in dosage.

- c) A minor ailment, which describes a *sickness* or *injury* during the *stability period* which ended more than 30 days prior to the *effective date* and which did not require:
  - i. *treatment* for a period longer than 15 consecutive days; or
  - ii. more than one follow-up visit to a *physician*; or
  - iii. hospitalization, surgery, or referral to a specialist.

The following conditions are not considered stable:

- a) any *lung condition* for which *you* were prescribed or are taking prednisone;
- b) any *heart condition* for which *you* were prescribed or are taking nitroglycerin.

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

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

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

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

We, us and our means CUMIS General Insurance Company, a member of The Co-operators group of companies.

You or your means the *insured person*.

## General Provisions

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### Assignment

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

### Automatic Extension of Coverage

1. Delay of conveyance. Coverage will be automatically extended for up to 72 hours in the event of a delay, due to circumstances beyond *your* control, of the conveyance in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the *expiry date* and the conveyance must be due to arrive prior to the *expiry date*.

Conveyance means a *vehicle*, airline, bus, train, or government-operated ferry system.

2. Medically unfit to travel. Coverage will be automatically extended for up to 5 days if medical evidence supports that *you* are medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.

3. Hospitalization. Coverage will be automatically extended during the period of *hospital* confinement, plus 72 hours after release to travel home, if *you* are hospitalized at the end of the *period of coverage* as a result of a covered *injury* or *sickness*. This coverage will be extended to *your travelling companion(s)* remaining with *you* when reasonable and necessary, under their respective AGA administered policy.

Additional premium will not be required for any automatic extension of coverage.

#### Extending Your Trip

If *you* decide to extend *your trip*, *you* may apply for a new *period of coverage* provided *you* meet the Eligibility requirements on page 4 of this policy.

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

#### Benefit Payments

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

#### Claim Submission

*You* or the claimant, if other than *you*, shall be responsible for providing AGA with the following:

1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
3. substantiating medical documentation, at the request of AGA.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

#### Contract

The application, completed medical questionnaire, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract. Each policy or term of coverage is considered a separate contract.

**We reserve the right to decline any application for coverage.**

No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by *us*.

#### Coordination of Benefits

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force held by or available to *you*.

Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group or individual basic or extended health insurance;
- any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

We will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

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

#### Currency

All amounts stated in the policy, including premium, are in Canadian currency. If currency conversion is necessary, *we* will use the exchange rate on the date the service was rendered to *you*. At *our* option, benefits may be paid in the currency of the country where the loss occurred.

#### General Terms

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

#### Governing Law

This policy will be governed by the laws of the Canadian province or territory where the policy was issued.

#### Language

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

#### Limit on Liability

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

## Limitation of Action

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 (for actions or proceedings governed by the laws of Alberta, British Columbia, and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

## Misrepresentation or Nondisclosure

*Your* failure to disclose or misrepresentation of any material fact, or fraud, either at the time of application or at the time of claim, shall render the entire contract null and void at *our* option, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this policy, the premiums will be adjusted according to *your* correct age.

## Premiums

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

A family rate is available. Family includes the applicant, age 59 and under, the applicant's *spouse*, age 59 and under, and *dependent children*. The premium for family coverage is calculated at two times the premium for the eldest adult age 59 and under.

## Rights of Examination

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

## Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the policy, *you* agree to:

- a) reimburse *us* for all *emergency* medical and *hospital* costs paid under the policy from any amounts *you* receive from a third party responsible (in whole or in part) for *your* *injury* or *sickness*, whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover *your* damages, which include the *emergency* medical and *hospital* costs paid under the policy;
- c) include all *emergency* medical and *hospital* costs paid under the policy in any settlement agreement *you* reach with the third party;
- d) act reasonably to preserve *our* right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;

- e) keep *us* informed of the status of any legal action against the third party; and
- f) advise *your* counsel of *our* right to reimbursement under the policy.

*Your* obligations under this section of the policy in no way restricts *our* right to bring a subrogated claim in *your* name against the third party and *you* agree to cooperate with *us* fully should *we* choose to exercise *our* right of subrogation.

Time

Expiry time of coverage is the time within the Canadian time zone where the coverage was purchased.

## **Premium Refunds**

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

Refunds are payable when:

1. The entire *trip* is cancelled prior to the *effective date*.
2. *You* return to *your country of origin* prior to the *expiry date*, without intending to return to Canada. Refunds are not payable for time spent in *your country of origin* between visits to Canada.
3. *You* become insured under a Canadian provincial or territorial health/medical plan.

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

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

Important Notes

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

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

Refunds are payable from the date AGA receives the request.

Refunds for partial cancellations will be calculated by multiplying the daily premium by the actual number of days the policy was in effect; if this amount is less than the minimum premium required, the minimum premium will be used. This amount is then subtracted from the total premium paid. The refund will be calculated based on the date the refund request is received by AGA.

A refund fee may apply.

Refund amounts less than the minimum premium will not be issued.

## Claims Procedures

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Claims forms are available by calling AGA's Claims Department.

### SEND YOUR CLAIMS TO:

Allianz Global Assistance Claims Department

P.O. Box 277

Waterloo, Ontario N2J 4A4

Canada

Collect worldwide: 416-340-8809

Toll-free Canada/USA: 1-800-869-6747

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

When submitting *your* hospital or medical claim, please include:

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

#### Important Note

- In the event of a medical *emergency*, AGA must be notified within 24 hours of admission to *hospital* and before any surgery is performed.

#### Limits on Coverage

- If *you* fail to do so without reasonable cause, then *we* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.
- *You* will be responsible for any expenses that are not payable by *us*.

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

1. A fully completed and signed claim form completed by either *you*, or in the case of *your* death, by the appointed executor/executrix.
2. The police report including any witness statements.
3. The coroner's report.
4. The death certificate (in the event of death).
5. The Medical Certificate completed by the attending *physician* or *hospital* medical records.
6. Any other documents requested by AGA after initial review of the claim.

## **Privacy Information Notice**

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CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, AGA, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about you including your name, date of birth, address, telephone numbers, e-mail address, employer, and other identification;
- medical records and information about you;
- records that reflect your business dealings with and through us.

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- to identify and communicate with you;
- to consider any application for insurance;
- if approved, to issue a Policy or Certificate of insurance;
- to administer insurance and related benefits;
- to evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- to investigate claims and to determine eligibility for insurance benefits;
- to provide assistance services;
- for fraud prevention and debt collection purposes;
- as required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect



and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the “optional purposes”).

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify AGA. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Policy or Policy holder’s, insured’s or claimant’s file that we establish and maintain in the offices of AGA. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca).

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period. Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at [privacy@allianz-assistance.ca](mailto:privacy@allianz-assistance.ca) or by writing to:

Privacy Officer

Allianz Global Assistance  
700 Jamieson Parkway  
Cambridge, Ontario N3C 4N6  
Canada

For a complete copy of our Privacy Policy please visit [www.allianz-assistance.ca](http://www.allianz-assistance.ca)

## Questions?

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If *you* have any questions or concerns about *our* products, services, *your* policy, or claim please feel free to contact Allianz Global Assistance anytime:

Toll Free: 1-800-670-4426

Collect: (416) 340-1980

## Statutory Conditions

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

Administered by

AZGA Service Canada Inc.  
o/a Allianz Global Assistance

700 Jamieson Parkway  
Cambridge, Ontario N3C 4N6  
Canada

Underwritten by

CUMIS General Insurance Company  
P.O. Box 5065, 151 North Service Road  
Burlington, Ontario L7R 4C2  
Canada

## Emergency Procedures

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

### Limits on Coverage

If *you* fail to do so without reasonable cause, then *we* will pay 80% of the claim payable. *You* will be responsible for the remaining 20% of the claim payable.

*You* will be responsible for any expenses that are not payable by *us*.

AGA is here to help. AGA's service is available 24 hours a day, 7 days a week. AGA Emergency Assistance also provides support and recommendations for non-medical emergencies, providing *you* with access to resources to help resolve any unexpected difficulties *you* encounter during *your trip*.

### **For 24/7 emergency assistance call Allianz Global Assistance**

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

Toll-free worldwide: 00-800-842-08420 or  
Country code + 800-842-08420

If unable to contact *us* through the toll-free numbers call collect: 416-340-0049. International operator assistance is required. Please confirm how to call collect to Canada from *your* destination prior to departure.

Underwritten by CUMIS General Insurance Company,  
a member of The Co-operators group of companies,  
and administered by Allianz Global Assistance.

