# TRAVELANCE VISITORS TO CANADA EMERGENCY MEDICAL INSURANCE POLICY ESSENTIAL PLAN

#### BEFORE YOU DEPART

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is defined in the Definitions section of this **policy** on page 21. If **you** have any questions, contact **your** broker.

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

Make sure **you** check **your policy confirmation** to confirm **your** benefits, coverage and limits.

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

#### 10 DAY RIGHT TO EXAMINE

You may cancel this **policy** within 10 days of purchase for a full refund of the premium paid, provided it is before **your Period of Coverage**. For refunds after the 10 days, please refer to the **"Refund of Premium"** section on page 16 of this **policy**.

#### IMPORTANT NOTICE

 This policy is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy upon receipt as your coverage is subject to certain limitations, conditions or exclusions.

- Pre-existing condition exclusions apply to medical conditions and/or symptoms that existed before your period of coverage. Check to see how these apply and how they relate to your start date.
- In the event of a sickness, prior medical history will be reviewed when a claim is reported.
- This policy provides travel assistance and you are required to notify the emergency assistance provider prior to treatment. This policy limits benefits should you not contact the assistance provider within the specified time period.

# **TABLE OF CONTENTS**

Eligibility Requirements	Page 2
Schedule Of Maximum Benefits	Page 4
Period of Coverage	Page 5
Travel Assistance	Page 8
Emergency Medical	Page 9
Policy Exclusions	Page 13
General Policy Provisions	Page 16
Definitions	Page 21
Claims Information	Page 25
Privacy	Page 27

# **ELIGIBILITY REQUIREMENTS**

# Who Is Eligible for Coverage?

All of the following restrictions apply:

 You must be over 14 days old and under 86 years of age during the entire Period of Coverage.

Ages 70 to under 86 years of age during the entire **Period of Coverage** may only purchase **plan limits** up to \$100,000.

- 2. You do not have a medical condition for which a physician has advised you against travel before your Period of Coverage.
- 3. You do not have a surgically untreated aneurysm.
- 4. You have never been diagnosed with or received treatment for:

- a) Pancreatic or liver cancer, or any type of metastasized cancer:
- b) A kidney condition requiring dialysis;
- c) A bone marrow or organ transplant;
- d) Congestive heart failure;
- e) A terminal sickness.
- At time of purchase of this policy, you do not reside in a nursing home, assisted living home, convalescent home, hospice or rehabilitation centre.
- You do not require assistance with normal daily activities. This does not apply to children under 12 years of age.
- 7. You have not taken (or have been prescribed) oral steroids or used home oxygen to treat a lung condition in the 12 months before your start date.
- 8. In the 12 months immediately prior to **your** start date you have not been:
  - a) diagnosed with or received treatment for any two conditions listed in the Medical Conditions Table;
  - b)Admitted to hospital for any one condition in the Medical Conditions Table.

MEDICAL CONDITIONS TABLE		
Coronary artery disease (including heart attack or angina)		
Valvular heart disease (including stenosis, regurgitation or valve replacement)		
Heart arrhythmia (including atrial flutter, atrial fibrillation, ventricular fibrillation or use of a pacemaker)		
A lung or respiratory condition for which daily medication has been prescribed (including inhalers)		
Diabetes requiring insulin		
Stroke or mini-stroke (TIA)		
Aneurysm		
Blood clots		
Gastro-intestinal bleed		

If prior to **your start date**, **your** health changes and **you** no longer meet the eligibility requirements listed above, **you** must send a written request for refund.

If you do not meet the eligibility requirements listed above, your insurance is void and the company's liability is limited to a refund of the premium paid.

# SCHEDULE OF MAXIMUM BENEFITS

В	ENEFIT SECTIONS	BENEFIT AMOUNT
1.	EMERGENCY MEDICAL	Plan Limit
	Emergency Medical Expenses	Included
	Emergency Return Home	Included
	Emergency Dental	\$2,000
	Prescription Medication	\$1,000
	Follow-Up Visits	\$1,000
	Repatriation of Remains	\$10,000
	Cremation/Burial at Destination	\$4,000
2.	Travel Assistance	Included

**Plan limit** means the maximum amount of coverage under this **policy** as shown on **your policy confirmation.** 

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

# **PERIOD OF COVERAGE**

#### Start Date - When Coverage Begins

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

- a) Your departure date;
- b) your policy purchase date; or
- The effective date shown on your policy confirmation.

NOTE: If **your start date** is more than 731 days from **your** purchase date **we** will cancel and refund **your policy**.

Benefits under this **policy** are subject to the following conditions:

- a) if your start date is your departure date and you are scheduled to arrive in Canada within 48 hours after you leave your home country then coverage is provided while en route to Canada.
- b) if your start date is your departure date and you are <u>not</u> scheduled to arrive in Canada within 48 hours after you leave your home country, coverage only begins on the date and time you arrive in Canada;
- c) if your start date is after your departure date, the following waiting periods will apply:
  - i) 24 hours for an **injury**;
  - ii) 48 hours for a sickness if your start date is within 30 days of your departure date;
  - iii) 48 hours for a **sickness** if **you** are continuing coverage from an existing policy with another Canadian insurance company or from a provincial GHIP plan;
  - iv) 7 days for a sickness if your start date is more than 30 days from your departure date.

We will waive your waiting period if you are continuing coverage from an existing Travelance policy with no gap in coverage.

#### When Coverage Ends

Your coverage ends on the earliest of the following:

- 1. The date and time you cancel your insurance;
- 2. The date **you** become eligible for coverage under any Canadian federal, provincial or territorial government health insurance plan;
- 3. The date you return to your home country;
- 4. The **expiry date** as shown on **your policy confirmation**.

NOTE: If **you** have selected the monthly payment option for **your policy**, **your** coverage will end two months after a failed payment unless **you** arrange to update **your** payment information within the allowable time.

#### **Temporary Return**

A temporary return to your home country suspends coverage until you return to Canada. You must continue to meet the Eligibility Requirements of this policy on each departure date for coverage. The start date for pre-existing medical conditions becomes the new departure date when you return to Canada. Coverage cannot be suspended beyond the expiry date of the policy. If you make a temporary return to your home country during your Period of Coverage and receive medical treatment, there will be no coverage for the condition(s) treated or any related condition(s) for the balance of the Period of Coverage.

# **Coverage for Side Trips Outside Canada**

This policy covers the emergency medical expenses you incur during a side trip outside Canada that begins in Canada during your Period of Coverage. Each side trip is restricted to a maximum of 45 days. If you have a claim outside Canada, the number of covered days in Canada must be more than 50% of the total covered days elapsed at the time of the claim. This policy does not provide coverage in your home country.

#### **Automatic Extension of Coverage**

**Your** coverage will be extended automatically beyond the **expiry date** shown on **your policy confirmation** in the following cases:

- If your scheduled common carrier is delayed, then your coverage will be extended for up to 72 hours; or
- 2. If you, your travelling companion, or a family member travelling with you are in hospital on or before your expiry date, then your coverage will be extended until the hospital stay ends plus up to 5 days after discharge while outside your home country; or
- 3. If you, your travelling companion, or a family member travelling with you are unable to travel for a medical reason that does not need hospitalization but is documented by a physician in Canada, then coverage will be extended for up to 3 days; or
- 4. During your return travel to your home country provided you have coverage on the day you leave Canada and you are scheduled to arrive in your home country within 48 hours.

# Extending Coverage After Arrival In Canada

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

We will extend your coverage under this policy beyond your expiry date if:

- You have not reported a claim nor have a claim or loss to report;
- Your policy is in force when you request an extension; and,
- 3. You pay the additional required premium.

Any expenses related to **medical conditions** present on the date **you** apply for an extension will not be covered.

In all other cases the **company** must approve **your** coverage extension. Coverage cannot be extended beyond 558 days from **your** original **start date.** 

You must disclose all medical information otherwise

the coverage extension is void.

#### How Do You Become Insured

**You** become insured and this brochure becomes an insurance **policy**:

- When you are named on a completed insurance policy confirmation; and
- When the required premium is paid on or before your coverage start date.

#### TRAVEL ASSISTANCE

# When It Applies

If you have a medical emergency or need help during your Period of Coverage.

#### What We Provide - 24/7

- A. Medical Assistance
- B. Medical Evacuation and Repatriation Assistance
- C. Emergency Return Home Travel Assistance
- D. Travel Arrangement Assistance
- E. Lost or Delayed Baggage or Document Assistance
- F. Legal or Translation Assistance

**You** will be responsible for any related charges not covered by the **policy.** 

#### What To Do When You Need Assistance

Have your policy number or policy confirmation with you at all times. You can contact our assistance provider at the numbers listed below. Access is available anytime, 24 hours per day, 365 days per year. If you cannot successfully place a collect call to the emergency assistance provider as instructed, please dial direct and submit the charges incurred to make the call along with your claim documents.

USA & Canada 1-800-334-7787 Direct Dial 1-905-667-0587

Email: assistance@oldrepublicgroup.com

When **you** contact **our** assistance provider, please give **your** name, **your** policy number, **your** location and the nature of the **emergency**. **You** will be referred to the most appropriate service provider for **your** situation. Where a claim is payable, **we** will arrange, to the extent possible, to have any medical expenses billed directly to the **company**.

# Limitation on Emergency Assistance Provider Services

The company and/or the emergency assistance provider will use its best efforts to provide services during any event, but reserves the right to suspend, curtail or limit services in any area or country if the need arises.

The emergency assistance provider's obligation to provide services described in this **policy** is subject to the terms, conditions, limitations and exclusions set out in this **policy**. The medical professional(s) suggested or designated by the company or the **emergency assistance provider** to provide services according to the benefits and terms of this policy are not employees of the company or the emergency assistance provider. Therefore, neither the company nor the emergency assistance provider shall be held responsible or liable for any negligence or other acts or omissions on their part, nor for the availability, quality, quantity or results of any medical **treatment** or service **you** may receive or **your** failure to obtain or receive any medical treatment or service.

# **EMERGENCY MEDICAL**

#### When It Applies

If you have a medical emergency while you are visiting Canada.

#### What We Cover

You are covered up to the plan limit which is the overall benefit limit for the entire Period of Coverage. Certain sections below have a specified

benefit limit for an eligible **emergency** medical expense as described.

- Emergency medical expenses: a physician orders or prescribes the following as medically necessary for the diagnosis or treatment of your emergency sickness or injury:
  - a) the services of a physician, surgeon or inhospital duty nurse;
  - b) **hospital** semi-private accommodation where available;
  - c) transportation by a professional ambulance company to and from a hospital;
  - d) diagnostic testing including but not limited to sonograms, electrocardiograms, computerized axial tomography (CAT scan) and magnetic resonance imaging (MRI). The company must pre-authorize all diagnostic tests;
  - e) medical equipment purchased or rented for therapeutic purposes (rental charges not to exceed the purchase price). The **company** must pre-authorize this benefit. The following limits apply:
    - Orthotics \$500;
    - Braces (knee/back/etc) \$1,000;
  - f) prescription medications dispensed by a licensed pharmacist. Coverage after an emergency treatment includes up to a 30 day supply of this prescribed medication up to a maximum of \$1,000, per occurrence. Medication available without a prescription are not covered even if a written prescription is obtained.
  - g) If the attending **physician** prescribes followup visits after an eligible **emergency treatment**, this benefit includes up to one follow-up visit to a maximum of \$1,000. Follow-up visits must be scheduled during the **Period of Coverage**.
  - With respect to the emergency medical expenses described above, you or someone acting on your behalf are required to immediately contact the emergency

assistance provider at the telephone numbers provided on page 8 of this policy before admission to hospital or within 24 hours after a life or organ-threatening emergency. Failure to do so will result in you being responsible for 20% of any eligible expenses incurred.

- The company must pre-authorize all diagnostic laboratory procedures, x-rays, surgeries, and rental or purchase of therapeutic supplies.
- 2. Emergency return home: if you have a medical emergency, the company, in consultation with its medical advisors, the emergency assistance provider and the local attending physician, may determine that you should be transported back to your home country for continued treatment. The company will then arrange to transport you there with proper medical supervision if needed and will pay the following expenses up to the maximum benefit amount:
  - a) the extra cost of a one way fare via a commercial airline by the most direct route back to your home country; or
  - b) the cost to accommodate a stretcher to transport you on a commercial airline by the most direct route back to your home country, if a stretcher is medically necessary plus the cost of a round-trip fare, reasonable meal and overnight accommodation expenses and professional fees for the services of a qualified medical attendant (other than a family member) to accompany you, if medically necessary or required by the airline; or
  - c) the cost of transportation by air ambulance if **medically necessary**.
  - Emergency return home this policy will cover the cost to transport you via a licensed airline, with accompaniment if medically necessary. The company must pre-authorize

all transportation costs for **emergency** return home.

With respect to items #1 and #2 above, the company reserves the right to return you to your home country before any treatment or following emergency treatment for sickness or injury, if the medical evidence obtained from our medical advisor and your local attending physician confirms that you are able to return to your home country without endangering your life or health. If you decide not to return to your home country after the company recommends it, your policy will no longer cover any emergency expenses and all coverage will end.

- 3. **Emergency Dental:** a licensed dentist or dental surgeon orders the following:
  - a) Treatment or repair of natural or permanently attached artificial teeth which become damaged due to accidental injury to the head or mouth. we will reimburse you for reasonable and customary expenses up to a maximum of \$2,000 for any one injury. Expenses incurred as a result of biting or chewing Accidents or Injuries due to placing an object to or in the mouth are not covered.
  - b) **Treatment** to relieve acute pain and suffering not related to an **accidental injury** up to a maximum of \$300, per occurrence.

**Treatment** performed by a **family member** is not covered.

- 4. Repatriation: in the event of your death during Your Period of Coverage, the company will reimburse the reasonable costs actually incurred:
  - a) for the preparation and repatriation of **Your** body or ashes to **your home country** up to a maximum of \$10,000; or
  - b) for the cremation or burial at the place of death up to a maximum of \$4,000.
  - No benefit is payable for the cost of a headstone, casket, urn and/or funeral service expenses.

- 5. Identification of remains: in the event of your death during your period of coverage, if someone is legally required to identify your remains before your body is released, expenses will be reimbursed for:
  - a) a round-trip economy airfare for someone to travel via the most direct route to the place where your remains are located; plus
  - b) up to \$450 for commercial accommodation and meals.
  - The company must pre-authorize and arrange this benefit.

# What We Pay

You will be reimbursed for the reasonable and customary charges to treat an emergency sickness or injury, less any applicable deductible. Your policy confirmation shows the maximum benefit payable for this insurance.

#### **POLICY EXCLUSIONS**

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

- Pre-existing conditions or related medical conditions that existed during the 180 day period immediately prior to your start date;
- Expenses related to a sickness, injury, or medical condition that in the opinion of our medical director would have caused you to seek medical advice, diagnosis, care or treatment, during the 180 day period immediately prior to your start date;
- Any expenses incurred outside the period of coverage;
- Any expenses incurred outside Canada except for:
  - a) if coverage is purchased prior to arrival in Canada, **emergency** expenses incurred en route to Canada after the date and time **you** leave **your home country** provided **you** are

- scheduled to arrive in Canada within 48 hours of departure;
- b)if coverage is in effect on the date **you** leave Canada, **emergency** expenses incurred en route to **your home country** after the date and time **you** leave Canada provided **You** are scheduled to arrive in **your home country** within 48 hours of departure;
- c) emergency expenses incurred during any side trip outside of Canada as described in Coverage for Side Trips Outside Canada on page 6;

#### 5. Treatment:

- a) not required for the immediate relief of acute pain and suffering;
- b) which can reasonably be delayed until your policy expires or you return to your home country;
- c) for follow-up treatment (other than subsequent follow-up visits per benefit 1. g) on page 10), recurrence of a medical condition or subsequent emergency treatment or hospitalization for a medical condition or related medical conditions for which you had received emergency treatment during your period of coverage;
- 6. Transplants of any kind;
- Side trips taken specifically to obtain or receive medical, hospital, or dental services whether or not recommended by your attending physician:
- Expenses incurred whereby this policy was purchased specifically to obtain hospital or medical treatment outside your home country whether or not recommended by your attending physician;
- The cost of replenishing any medication that was in use on your departure date or for the maintenance of any course of treatment that commenced prior to your date of arrival in Canada;

- Unless the company pre-approves it, emergency air transportation; surgery; diagnostic testing; cardiac procedures including but not limited to cardiac catheterization, angioplasty or surgery;
- Your mental, emotional or nervous disorders resulting from any cause, including but not limited to anxiety or depression;
- Any treatment or services performed by a family member;
- 13. Any elective medical treatment;
- Cataracts or any medical conditions resulting from their medical care;
- Pregnancy, childbirth, complications of pregnancy or childbirth, or voluntarily induced abortion; or a child born during your Period of Coverage;
- 16. A condition that is directly or indirectly related to any **medical condition** for which **you** have declined or delayed recommended **treatment**, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this **policy**;
- 17. Your use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
- 18. **Your** suicide, attempted suicide or any intentionally self-inflicted **injury**;
- 19. Your participation in adventure activities;
- 20. **Your** participation in organized professional sporting activities;
- Your driving a motorcycle, moped, or scooter, whether or not you are driving on publicly maintained roads, driving off-road or on private property (unless you hold an applicable valid Canadian driver's license);
- Your riding, driving or participating in races of speed or endurance;
- 23. **Your** piloting an aircraft or air travel on any air supported device other than as a fare-paying

- passenger on a flight operated by a **common** carrier;
- 24. Fraud, concealment, or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 25. Your participation in a crime or malicious act;
- 26. **Your** participation in a riot or insurrection;
- 27. War or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
- Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- 29. Your participation in the armed forces;
- 30. Orbital or sub-orbital flights;
- 31. Events related to "Avoid Non-Essential Travel" and "Avoid All Travel" advisories issued by the Government of Canada prior to your departure on your side trip outside of Canada that were or continue to be in effect for your country, region or city of destination during your Period of Coverage, as reflected in your travel itinerary;
- 32. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
- 33. Any trip as a driver, operator, co-driver, crewmember, or passenger on any vehicle used to carry goods or passengers for sale, resale or income. This exclusion does not apply to passengers travelling on a common carrier.

# **GENERAL POLICY PROVISIONS**

#### **Administration Fees:**

A. Refund of premium: Other than the "10 Day Right to Examine" on page 1, and provided that you have not reported a claim

under this **policy**, a premium refund for unused days will be allowed provided **your** refund request is made within 30 days from the requested cancellation date. All requests for refunds must be accompanied with the following applicable documentation:

- a) evidence that **you** have been denied a travel visa;
- b) evidence that **your** trip was cancelled before **you** departed **your home country**;
- c) evidence to prove your ineligibility for the policy;
- d)evidence to prove your date of return to your home country;
- e) evidence that **you** have become insured under a Canadian federal, provincial or territorial health/medical plan;
- f) evidence that you have decided to seek alternative health protection while staying in Canada.

The following administration fees will be deducted from **your** premium refund if **you**:

- a) cancel your policy due to a denial of your travel visa (no fee will be deducted);
- b)cancel your policy before your start date due to you no longer being eligible (no fee will be deducted);
- c) cancel **your policy** before **you** leave **your home country** for other than "a)" or "b)" above (\$250 fee will be deducted);
- d) cancel your policy before your expiry date
  to return to your home country or if you
  become insured under a Canadian federal,
  provincial or territorial health/medical plan
  (\$50 fee will be deducted); or
- e) cancel **your policy** and decide to stay in Canada (\$250 fee will be deducted).

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

- B. Date changes: Any requests for a date change after your start date other than an extension of your Period of Coverage will incur an administration fee of \$50. The start date of the policy will only be changed if:
  - a) The policy has not expired; and
  - b)**You** have not travelled to Canada during the current **policy** period; and
  - c) Proof of the changed itinerary such as a flight ticket, boarding pass, or stamp on your passport is provided. If the policy has been in effect for more than six months, we require a copy of all passport pages as well.

**NOTE:** Your start date cannot be more than 731 days from your policy purchase date.

C. Policy billing fee (monthly payment option only): If you select this option a \$60 non-refundable policy billing fee will be charged at the time of application.

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

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

**Concealment and misrepresentation:** the entire coverage will be void, if before, during or after a loss, any **material fact** or circumstance relating to this **policy** has been concealed or misrepresented.

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

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

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

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

Coordination of benefits: The benefits in this policy are secondary to those available under any other coverage you may have including but not limited to government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multiperil insurance, credit card benefit insurance, and other travel insurance.

Limitation of liability: The company's liability under this policy is limited solely to the payment of eligible Emergency Medical benefits, up to the maximum amount stated in this policy for any loss or expense. The company upon making payment under this policy does not assume any responsibility for the availability, quality, results or outcome of any treatment or service, or your failure to obtain any

**treatment** or service covered under the terms of this **policy**. Regardless of how many valid Visitors to Canada policies **you** have purchased with the **company**, the maximum amount for which **you** can be covered is limited to \$150,000.

**Medical examination:** The **company** reserves the right to have **you** medically examined in the event of a claim.

Medical Records: In the event of a claim, you agree to provide access to and we reserve the right to review any and all medical records or documentation relating to your claim(s) from any licensed physician, dentist, medical practitioner, hospital, clinic, insurer, individual, institution or other provider of service relating to the validity of your claim.

Monthly payment option: If you select this option, the payment you made with your application will cover the last two months of your Period of Coverage. Subsequent payments are due on the dates shown on the payment schedule included with your confirmation of coverage. If a scheduled payment fails for any reason, it must be made up to ensure you have continuous coverage. If overdue payments are not successfully collected within two months from the payment failure date, your Period of Coverage will automatically end. In the event of a claim, all premium continues to be due and payable based on the original payment schedule.

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

**Subrogation**: If **you** suffer a loss caused by a third party, the **company** has the right to subrogate **your** 

rights of recovery against the third party for any benefits payable to or on **your** behalf, and will, at its own expense and in **your** name, execute the necessary documents and take action against the third party to recover such payments. **You** must not take any action or execute any documents after the loss that will prejudice the **company**'s rights to such recovery.

**Sworn statements: We** have the right to request that claims documents be sworn under oath and have **you** examined under oath in respect to any claim documents submitted.

#### **DEFINITIONS**

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

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

Adventure activities means participating in any of the following: all-terrain vehicles (ATV) bungee jumping, hang-gliding, heli-skiing, hot air ballooning, hunting, mountain climbing, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving.

**Caregiver** means the permanent full-time person entrusted with the well-being of **your** dependent(s) and whose absence cannot reasonably be replaced.

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

**Company, we, our, us** means Old Republic Insurance Company of Canada, Hamilton, Ontario.

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

**Deductible** means the amount of covered expenses per **emergency**, under the **emergency medical** section of this **policy** that **you** are responsible for paying before any remaining covered expenses are paid under this **policy**. The amount of the **deductible** for which **you** are responsible, if any, is shown on **your policy confirmation**. If **you** are **hospitalized** for 72 consecutive hours, we will waive the first \$250 of any **deductible**.

**Departure date** means the date **you** actually leave **your home country**.

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

**Emergency** means a sudden and unforeseen medical condition that requires immediate treatment. An emergency no longer exists when medical evidence indicates that you are able to return to your home country or continue with your visit in Canada.

**Emergency assistance provider** provides the **emergency** service 24 hours a day, 7 days a week, during **your Period of Coverage** (See page 8).

**Expiry date** means the date coverage under this **policy** ends as shown on **your policy confirmation**.

Family member means spouse, parent, legal guardian, step-parent, grandparent, grandchild, inlaws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, aunt, uncle, niece, nephew or an employed caregiver for unmarried dependents under 16 years of age.

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

Home country means your country of permanent residence before your arrival in Canada. If you are eligible for a provincial GHIP program within 90 days of an emergency, your home country will be Canada.

Hospital means an institution that is licensed, and that is staffed and operated for the care and treatment of in-patients and outpatients. **Treatment** must be supervised by physicians and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. hospital is not an establishment used mainly as a clinic, extended or palliative care facility. rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

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

**Material fact** means any fact that would cause **us** to decline **your** application for insurance or charge more premium than **you** have paid for the insurance **policy**.

**Medical condition** means any disease, illness or **injury** including symptoms of undiagnosed conditions.

**Medically necessary** means **treatment** or services that are appropriate for the relief of **sickness** or **injury** in an **emergency**, based on generally accepted professional medical standards.

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

**Physician** means a person who is not **you** or a **family member** or **your traveling companion** who is legally licensed in the jurisdiction where the services are provided, to prescribe and administer medical **treatment**.

Plan limit means the maximum amount of coverage under this **policy** purchased by **you** as shown on **your policy confirmation.** 

**Policy** means this document and **your policy confirmation**, which is issued in consideration of payment of the required premium.

**Policy confirmation** confirms the insurance coverage **you** have purchased, sets forth **your policy** purchase date, **your** effective date and the **expiry date** of **your Period of Coverage** and forms an integral part of the **policy** contract.

**Pre-existing condition** means any **medical condition** that exists prior to **your start date**.

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

**Recurrence** means the appearance of symptoms caused by or related to a **medical condition** which was previously diagnosed by a **physician** or for which **treatment** was previously received.

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

**Start date** means the date **your** insurance coverage under this **policy** begins (See **Period of Coverage** page 5).

Terminal sickness means a medical condition from which no recovery is expected and which carries a prognosis of death within 12 months of your start date.

**Travelling companion** means the person who is travelling with **you** during **your Period of Coverage** up to a maximum of five persons, including **you**.

**Treat, treated** or **treatment** means a procedure prescribed, performed or recommended by a **physician** for a **medical condition**. This includes but is not limited to prescribed medication, investigative testing and surgery.

Waiting period means the period of time after the start date of your policy during which you are ineligible for benefits. If you become sick or injured during this period of time, your policy will not cover any expenses resulting from or related to this condition even if the waiting period is over.

You or your means a person who is eligible and named on the **policy confirmation** for insurance under this **policy** and for whom the required premium has been paid.

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

#### **CLAIMS INFORMATION**

#### If You Are Travelling

Contact the **emergency assistance provider** at the numbers listed on **your policy confirmation** or on page 8 of the **policy.** 

#### **Contact Us**

Travel Claims Department P.O. Box 557, Hamilton, Ontario L8N 3K9

 Toll Free in Canada & USA:
 1-888-526-0111

 Telephone Direct
 905-667-3391

 Toll Free Fax:
 1-866-551-1704

Email: traveladmin@orican.com

#### **How To Submit A Claim**

You can submit a claim directly on our website: www.oldrepubliccanada.com/Claims/TAI

by selecting Go to eClaims. **You** can also download a claim form from this site and send it to **us** at the address above.

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

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

Proof of a Claim shall include:

- the completion of any claim forms furnished by the company;
- 2. original receipts;
- 3. a written report, complete with the diagnosis by the attending **physician**, if applicable.

Original supporting claims documentation must be provided, however, the company may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable support for a claim shall invalidate any claim under this **policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **company**. With respect to the emergency medical expenses described above, you or someone acting on your behalf are required to immediately contact the emergency assistance provider at the telephone numbers provided on page 8 of this **policy** before admission to hospital or within 24 hours after a life or organ-threatening emergency. Failure to do so will result in **you** being responsible for 20% of any eligible expenses incurred.

# **Claim Payments**

**We** will pay covered claims, less any applicable **deductible**, within 30 days of receiving all of the information **we** need to assess **your** claim accurately.

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

#### **Limitation of Action**

If **You** have a claim in dispute under this **policy**, **you** must begin any legal action or proceeding against the **company** within 24 months following the date of the event which caused the claim. all legal actions or proceedings must be brought in the province of ontario where the head office of the **company** is located.

#### **PRIVACY**

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

**Our** privacy policy sets high standards for collecting, using, disclosing and storing personal information. If **you** have any questions about the **company's** privacy policy, please visit <a href="www.orican.com/privacy">www.orican.com/privacy</a> or contact **our** Privacy Officer at <a href="privacy@orican.com">privacy@orican.com</a> or 1-800-530-5446.

#### **Underwritten by:**

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Old Republic Insurance Company of Canada

Jason Smith, CPA, CA
President and Chief Executive Officer
November 2024

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Old Republic Insurance Company of Canada is a proud member of THiA; and our collective goal is to ensure every claim submitted has the opportunity to be paid. The industry has come together and designed the Bill of Rights and Responsibilities to deliver a clear statement as to what you can expect from your travel insurance policies along with responsibilities you have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:

- Know your health
- Know your trip
- Know your policy
- Know your rights

Everyone deserves a carefree trip and the Bill of Rights and Responsibilities will help provide all travelling Canadians with additional confidence in their travel insurance purchase knowing their company is supporting their rights as a consumer and making them aware of their responsibilities.







www.danforthinsurance.com



+ 1-647-350-0332



info@danforthinsurance.com