**Global Assistance** 



# **Trip Cancellation Coverage**

This Trip Cancellation Coverage provides reimbursement for non-refundable *trip* costs if *your trip* is cancelled prior to departure or interrupted while travelling.

Benefits per Insured	Benefit Maximums
Trip Cancellation	Up to \$10,000 Canadian
Trip Interruption	Up to \$10,000 Canadian
Trip Delay	\$150 Canadian/Day – Maximum 2 Days
24-Hour Emergency Travel Assistance	Included

## There is no age limit for this coverage.

This plan will provide you with coverage for the length of your trip to a maximum period of up to 183 consecutive days.

For complete information, please read the *Policy* of Insurance below.

# Policy of Insurance

This product is underwritten by CUMIS General Insurance Company (herein called "we", "us", "our"), a member of the Cooperators group of companies, and administered by Allianz Global Assistance. Allianz Global Assistance is a registered business name of AZGA Service Canada Inc. and AZGA Insurance Agency Canada Ltd. AZGA Service Canada Inc. is a member of the Allianz Group. For purposes of the Insurance Companies Act (Canada), this document was issued in the course of CUMIS General Insurance Company's insurance business in Canada.

# IMPORTANT NOTICE- PLEASE READ CAREFULLY

We have issued this Policy of insurance to the person(s) named on the Declaration Page (herein called "you" or "your"). If you believe that the Declaration Page we sent you is incorrect, please contact Allianz Global Assistance immediately at the phone number(s) listed on your Declaration Page.

This *Policy* and *your* Declaration Page describe *your* insurance and its terms and conditions, which may limit benefits and amounts payable to *you*. Please read the *Policy* carefully to understand the conditions of all coverage for which *you* have paid a premium.

Be sure to take this document, your Declaration Page and your receipt with you on your trip.

This *Policy* contains a number of exclusions and limitations including a Pre-Existing Condition Exclusion, which may apply to a *medical condition* and/or symptoms that existed prior to *your trip*, please take time to read it before leaving on *your trip*.

PLEASE READ YOUR POLICY OF INSURANCE CAREFULLY BEFORE YOU TRAVEL

# IF YOU ARE IN NEED OF EMERGENCY ASSISTANCE WHILE TRAVELLING, PLEASE CALL ALLIANZ GLOBAL ASSISTANCE AT ONE OF THE PHONE NUMBERS LISTED ON YOUR DECLARATION PAGE

Allianz Global Assistance is here to help you 24 hours a day, 365 days a year.

Please have the following information ready for the Allianz Global Assistance representative when you call:

- your name and Policy Number (per your Declaration Page), and
- your location and local phone number.

#### **Right to Examine this Insurance**

If you notify us that you are not completely satisfied with your purchased plan within 10 days of the date of issue of this Policy of Insurance as indicated on your Declaration Page, we will provide a full refund if you have not already departed on your trip or filed a claim.

Refunds are only available when Allianz Global Assistance receives your request for a refund before your departure date.

#### Insured benefits under this Policy of Insurance include:

- Trip Cancellation/ Trip Interruption and Trip Delay
- 24-Hour Travel Assistance

Please refer to your Declaration Page to determine which coverage you purchased and the corresponding maximum amounts of coverage.

#### What risks are insured?

This insurance provides reimbursement for non-refundable *trip* costs if *your trip* is cancelled, interrupted or delayed and protects *you* against situations or losses that result from sudden and unexpected conditions or events. **These insurance benefits do not cover conditions or events that, on the date of purchase, are either known to** *you* **or likely to occur.** 

We reserve the right, in our sole discretion, to reject applications for coverage.

In this *Policy,* certain terms have defined meanings. Those defined terms are as indicated on *your* Declaration Page, or as below in the section titled "Definitions", and appear throughout this *Policy* in italics.

#### Definitions

**Accident/Accidental** - a sudden, unexpected, unintended, unforeseeable external event, occurring during the *coverage period*, arising wholly from accidental means, which independently of any other cause, causes *injury*.

**Accidental Bodily Injury** - a bodily *injury* caused by an *accident* of external origin occurring during the *coverage period* and being the direct and independent cause of the loss.

**Allianz Global Assistance** - Allianz Global Assistance, *our* administrator for assistance and claims services under this *Policy*.

**Children** - unmarried persons who are dependent on *you* for support and are:

- under 21 years of age; or
- under 26 years of age if a full-time student; or
- mentally or physically incapable of self-support and over 20 years of age and became so while eligible as a dependent child.

**Common Carrier** - any land, air or water conveyance for regular passenger service, which is fully licensed to carry passengers for compensation or hire and which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there are no legal grounds for refusal.

**Contamination** - the contamination or poisoning of people by nuclear and/or chemical and/or biological substances, which causes *illness* and/or death.

**Coverage Period** - the time insurance is in effect, beginning on the *effective date* and ending on the *expiry date*.

**Covered Service** - a service or supply, specified herein, for which we provide benefits under this insurance.

**Departure Date** - the date on which *you* are scheduled to leave *your departure point*.

Departure Point - the city from which you depart on your trip.

**Effective Date** - the date on which *your* coverage begins under this insurance as shown on *your* Declaration Page.

**Emergency** - an unforeseen event that occurs during the *coverage period* and makes it necessary to receive immediate *treatment* from a licensed *physician* or to be hospitalized.

**Emergency Medical Treatment** - the services or supplies provided by a licensed *physician*, *hospital*, or other licensed provider (licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath) that are *medically necessary* to treat any *illness* or other covered condition that is acute (onset is sudden and unexpected) and which cannot be reasonably delayed until *you* return to *your* home country without endangering *your* health. **Expiry Date** - the date on which *your* coverage ends under this insurance as shown on *your* Declaration Page.

**Family Member** - includes *your spouse*; parents; *children*, including *children* who are, or are in the process of becoming adopted; siblings; grandparents or grandchildren; step-parent; step-children; or step-sibling; in-laws (parent, son, daughter, brother or sister, grandparents); aunt; uncle; niece; nephew; legal guardian; or ward; whether or not they travel with *you*.

**Hospital** - an establishment that is licensed as a hospital and is operated for the care and *treatment* of *inpatients*, has a registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the hospital. *Hospital* does not mean any 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.

**lliness** - a sickness, infirmity or disease occurring during the *coverage period* that requires *emergency* medical care, which did not occur prior to the *effective date*.

**Immediate Family** - means *your spouse*; parent; *children* (including all natural or adopted children); *your* sibling; *your* step-parents, step-children, *your* grandparent or grandchild.

**Injury** - bodily injury occurring during the *coverage period*, resulting directly and independently of all other causes, from an *accident*.

**Inpatient** - a person treated as a registered bed patient in a *hospital* or other facility and for whom a room and board charge is made.

**Medical Condition** - an *accidental bodily injury* or sickness (or a condition related to that *accidental bodily injury* or sickness), including disease, acute psychosis and complications of pregnancy occurring within the first 31 weeks of pregnancy.

**Medically Necessary or Medical Necessity** - the services or supplies provided by a *hospital*, *physician*, dentist, or other licensed provider that are required to identify or treat *your illness* or *injury* and that *we* determine are:

- consistent with the symptoms or diagnosis and treatment of your condition, illness, ailment or injury;
- appropriate with regard to standards of good medical practice;
- not solely for the convenience of you, a physician or other provider;
- the most appropriate supply or level of service that can be safely provided to you.

When applied to the care of an *inpatient*, it further means that *your* medical symptoms or condition requires that the services cannot be safely provided to *you* as an *outpatient*.

**Mountain Climbing** - the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pick-axes, anchors, bolts, carabineers and lead or top-rope

#### anchoring equipment.

**Outpatient** - someone who receives a *covered service* while not an *inpatient*.

**Physician** - a person (other than an insured) who is not related to the insured by blood or marriage who is licensed to prescribe drugs and administer medical *treatment* (within the scope of such license) at the location where the *treatment* is provided. A physician does not include a naturopath, an herbalist or a homeopath.

**Policy** - the entire Policy of insurance document containing the terms and conditions of this insurance and issued to *you* by *us*.

Prepaid - paid prior to your departure date.

**Prescription Drug** - a drug or medicine that can only be issued upon the prescription of a *physician* or licensed dentist and is dispensed by a licensed pharmacist.

**Professional** - engaged in a specified activity as *your* main paid occupation.

**Return Date** - the date on which *you* are scheduled to return to *your departure point* as shown on *your* Declaration Page (using the local time at *your* Canadian address).

**Sanction -** any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulations.

Spouse - the person who is:

- legally married or in a legal civil union with you; or
- is living with you in a conjugal relationship and is publicly represented as your spouse or your domestic partner in the community in which you reside. You may only have 1 spouse for the purposes of this insurance.

**Stable** - any *medical condition* or related condition (including any heart condition or lung condition) for which all the following statements for that *medical condition* or related condition (including any heart or any lung condition) are true:

- there has been no new *treatment* or prescribed medication;
- there has been no change in *treatment* or change in prescribed medication (including the amount of medication to be taken, how often it is taken, the type of medication or change in *treatment* frequency or type);
- there has been no new symptom, more frequent symptom or more severe symptom;
- there have been no test results showing deterioration;
- there has been no hospitalization or referral to a specialist (made or recommended) or the result of further investigations has not yet been completed.

**Terrorism or Act of Terrorism** - an act including, but not limited to, the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in

order to intimidate or terrorize any government, group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war (whether declared or not), act of foreign enemies or rebellion.

**Travel Advisory** - a formal written notice issued by the Canadian government to advise travellers not to enter a foreign country or a given region in that country. It does not include travel information reports.

**Travelling Companion** - a person with whom *you* are sharing travel arrangements and *prepaid* accommodation.

**Treatment** - the medical advice, care and/or service provided by a *physician*. This includes, but is not limited to, diagnostic measures and *prescription drugs* (including pills and inhaled or injected medications). It does not include check-ups or cases where *you* have no specific symptoms.

**Trip** - a period of round-trip travel to a destination outside of Canada that is not for the purpose of obtaining health care or treatment of any kind.

We, Us and Our - refers to CUMIS General Insurance Company.

**You and Your** - refer to all persons listed on *your* Declaration Page under the plan purchased when the required insurance premium has been paid.

## What Do You Need to Know?

#### Are you eligible for coverage?

To be eligible for any insurance coverage you must:

- be a Canadian citizen or be a permanent or temporary resident of Canada;
- your application for coverage must have been accepted and the entire required premium paid within 5 days of booking your travel arrangements; and
- be travelling no longer than 183 consecutive days.

PLEASE NOTE: *You* must meet all of the above eligibility requirements to be insured under this *Policy*.

#### How do you become insured?

You become insured and this Policy becomes an insurance contract:

- when you are named on your completed insurance application and named on your Declaration Page; and
- upon payment of the required premium on or before your effective date.

#### When does your insurance start?

Your insurance starts on the effective date if:

- you are eligible;
- you are named on the application; and

• you pay the full required premium before the *effective* date.

For Trip Cancellation and Interruption Coverage to be in effect we must have received all premium due prior to the trip cancellation.

#### When does your insurance end?

Your insurance ends on the earliest of:

- the date your trip is cancelled when cancelled prior to your departure date;
- 23:59 on your return date; or
- upon your return to your province or territory of residence, except in the circumstances outlined under "When will your coverage be automatically extended?"

#### When will your coverage be automatically extended?

Regardless of *your expiry date*, coverage will be extended provided:

- your entire trip falls within the coverage period; and
- your return is delayed by unforeseeable circumstances beyond your control, including the hospitalization as an inpatient or medical condition of you, (your spouse or your children if they are travelling with you) or your travelling companion.

If coverage is extended for these reasons, coverage will end on the earliest of either:

- your arrival at your province of residence or return destination based on your travel itinerary; or
- 5 days after your scheduled return date; however, if you are hospitalized as an *inpatient*, if *medically necessary*, we will extend insurance for 72 hours from the time you are discharged but under no circumstances for more than 3 months from your scheduled return date.

#### Can you obtain a refund?

If you notify us that you are not completely satisfied with your purchased plan within 10 days of the date of issue of this *Policy* of Insurance as indicated on your Declaration Page, we will provide a full refund if you have not already departed on your trip or filed a claim.

Refunds are only available when *Allianz Global Assistance* receives *your* request for a refund before *your departure date.* 

## **Description of Coverage**

The following insurance benefits protect *you* against situations or losses that result from sudden and unexpected conditions or events. The benefits do not cover conditions or events that, on the date of purchase, are either known to *you* or likely to occur.

#### **Trip Cancellation and Interruption Coverage**

Trip Cancellation Coverage provides reimbursement for the covered losses *you* incur for a *trip* that is cancelled before *your* 

*departure date*. The total amount paid for *your* trip cancellation will not exceed the maximum benefit amount of \$10,000.

**Trip Interruption Coverage** reimburses *you* for covered losses *you* incur for *trips* that are interrupted or delayed after *your departure date*. The total amount paid for *your* trip interruption will not exceed the maximum benefit amount of \$10,000.

#### **COVERED REASONS**

A maximum benefit up to \$10,000 is provided to cover the losses (identified under 'Covered Benefits') which result from the cancellation or interruption of *your trip* due to one of the following covered reasons

#### **Medical Conditions and Death**

Any serious *injury* or any unforeseen serious *illness* occurring to:

- you, or your travelling companion, which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their *trip*;
- a *family member* that is life threatening or requiring hospitalization as an *inpatient;* or
- a family member who is dependent upon your care.

For Trip Cancellation benefits, a physical examination by a *physician* must take place within 72 hours of when the cancellation is made, and the *physician* must recommend in writing that *your trip* be cancelled.

For Trip Interruption benefits, this examination must take place during *your trip*, and the *physicia*n must recommend in writing that *your trip* be interrupted or delayed.

The death of *you*, a *family member* or a *travelling companion*, if the death occurs within 30 days prior to *your departure date*, or during *your trip*.

*Your* family or friends, with whom *you* were planning to stay on *your trip*, are unable to accommodate *you* due to life-threatening *illness*, life-threatening *injury* or death of one of them.

#### Pregnancy and Adoption

The pregnancy of *you, your spouse,* an *immediate family member* or *your travelling companion* if such a pregnancy:

- has been diagnosed after your trip has been booked, and your departure is scheduled within 9 weeks before or after the expected date of delivery; or
- the legal adoption of a child by you or your travelling companion, when the actual date the child is to be placed in your care is scheduled to take place during your trip and this date was not known until after the trip was booked.

#### **Government Advisories and Visas**

A *travel advisory* issued after *your trip* has been booked with respect to travel to *your* destination country during all or part of *your trip*.

The non-issuance of a travel visa to you, or your travelling companion for reasons beyond your or your travelling

*companion's* control. The non-issuance of a travel visa due to late application is not covered. Non-issuance of an immigration or employment visa is not covered.

#### Terrorism

An *act of terrorism* committed by an organized terrorist group (recognized as such by the Canadian Government), occurring in the city and country of *your* destination:

- within 30 days of *your* scheduled *departure date* (for Trip Cancellation benefits);
- during your trip (for Trip Interruption benefits).

#### **Employment and Occupation**

You or your travelling companion:

- after having been with the same employer for at least 3 continuous years, are terminated or laid off, through no fault of *your* own, after *your effective date* of coverage;
- being required to serve on a jury or served with a court order or subpoena, excluding law enforcement officers who are required to appear in court; or
- being summoned to service in the case of reservists, active military, police or fire personnel.

#### **OTHER COVERED REASONS**

You or a travelling companion:

- being hijacked or quarantined; or
- having your home made uninhabitable by flood, burglary, vandalism or natural disaster; or
- being directly involved in a traffic accident while en route to a *departure point* for a *trip;*
- under Trip Cancellation benefit, being the victim of an indictable criminal assault within 10 days prior to your departure date. An indictable criminal assault inflicted by you, a family member, travelling companion or travelling companion's family member is not a covered reason under this insurance;
- if your trip has been delayed due to one of the covered reasons listed under the 'Trip Delay' coverage of this *Policy* and that delay results in a loss of more than 50% of the duration of your scheduled trip.

## **COVERED BENEFITS**

## Trip Cancellation Benefits (prior to departure)

We will reimburse you for the following covered losses providing you cancel your trip prior to your departure date:

 the forfeited, published, non-refundable *trip* payments or deposits incurred as a result of cancellation penalties and for which no credits or refunds were issued by the supplier; or the additional reasonable cost resulting from a change in the per-person occupancy rate for *prepaid* travel arrangements if a *travelling companion's trip* is cancelled for a covered reason and *yours* is not.

# Trip Interruption Benefits (after date and time of departure)

If *your trip* is interrupted for a covered reason *we* will reimburse *you* for the following:

- the unused portion of forfeited, published, nonrefundable *trip* payments or deposits incurred as a result of cancellation penalties and for which no credit was issued by the supplier;
- the additional reasonable cost resulting from a change in the per-person occupancy rate for *prepaid* travel arrangements if a *travelling companion's trip* is interrupted for one of the above covered reasons and *yours* is not;
- reasonable, additional accommodation, meal and transportation expenses up to \$100 per day up to a maximum of 5 days, if a covered travelling *family member* or *travelling companion* must remain hospitalized as an *inpatient*;
- reasonable\*, additional transportation expenses needed to return to *your departure point* or to travel from the place *your trip* was interrupted to the place where *you* can rejoin *your trip* and the unused portion of any nonrefundable land, sea and air arrangements that were paid as part of *your trip*; and
- reasonable\*, additional travel costs for you to reach your scheduled destination if you must depart after your departure date.
- \* The reasonable amount of benefit paid to you will not exceed the cost of economy airfare by the most costeffective route on the next available carrier, less any refunds paid to you.

#### **CONDITIONS AND LIMITATIONS**

You must notify the appropriate travel supplier(s) of your cancellation or interruption within 24 hours of the cause of cancellation or interruption, unless your condition, or situation prevents it, then as soon as reasonably possible. If you do not do so, your claim will not be payable.

#### **EXCLUSIONS**

- 1. You are not covered for conditions that you are aware of when you book your trip, which might reasonably be expected to prevent you from travelling as booked.
- 2. You are not covered for the *medical condition* or the death of an ailing person when the *trip* was made to visit or attend to that person.

Trip Cancellation and Interruption Coverage are also subject to the General Limitations, Conditions and Exclusions as well as the Pre-Existing Conditions Exclusion.

## **Trip Delay Coverage**

#### **COVERED REASONS AND BENEFITS**

If your trip is delayed from its scheduled departure time for more than 6 hours, we will pay you on a one-time per trip basis, up to a per person maximum of \$150 per day and a total of 2 days, for reasonable, additional accommodation, meal and travelling expenses. Please refer to your Declaration Page to determine which coverage you purchased and the corresponding maximum amount of coverage.

Covered reasons for which we provide a Trip Delay benefit are:

- death or an emergency hospitalization as an inpatient of you, a member of your immediate family or your travelling companion;
- delays of your common carrier (including bad weather);
- lost or stolen passports, money, or travel documents;
- quarantine;
- unannounced strikes;
- natural disaster;
- civil disorder or unrest; or
- if you are hijacked (whether or not committed by an organized terrorist group recognized as such by the Canadian Government).

#### CONDITIONS, LIMITATIONS AND EXCLUSIONS

- 1. *Prepaid* expenses are not covered, unless as otherwise specified under Trip Cancellation and Trip Interruption Coverage.
- 2. The additional expenses must be incurred by you.
- 3. The total amount paid for these additional expenses for all persons will not exceed the benefit maximum listed on the Declaration Page.

Trip Delay Coverage is also subject to the General Limitations, Conditions and Exclusions.

#### 24-Hour Emergency Travel Assistance Services

#### **Emergency Assistance**

If you experience a medical problem or *emergency*, please contact *Allianz Global Assistance* by calling the 24-Hour Emergency Assistance number. *Allianz Global Assistance* coordinators will do their best to refer you to a local *physician*, dentist, *hospital*, medical facility or legal provider. *We* are not responsible for the quality or results of any medical or legal services provided by *our* referral to these independent practitioners.

#### Medical Assistance

If *you* require medical *treatment* while travelling, *we* will refer *you* to a local *physician*, dentist, *hospital*, medical facility or other appropriate resource, when available.

#### **Medical Consultation and Monitoring**

If you are hospitalized while travelling, Allianz Global Assistance's emergency medical staff will keep in frequent contact with you and your local physician to obtain information on the care you are receiving and to determine the need for further assistance. We will also contact your personal physician and family at home, if necessary.

#### **Travel Document and Ticket Replacement Assistance**

If *your* passport or other travel documents are lost or stolen, we will provide *you* with information and assistance to obtain replacing documents. We will also help *you* to replace lost airline and other travel tickets and assist *you* in obtaining money for this purpose. These funds will come from *you*, *your* family or friends. We will make all necessary arrangements for *you* and assist *you* to return home if *your trip* is interrupted.

#### Legal Assistance

If you have legal issues while travelling, our assistance coordinators will help you find a local legal advisor. If you require the posting of bail or immediate payment of legal fees, we will help arrange a cash transfer from your family or friends.

#### **Emergency Cash Transfer**

If your cash or traveller's cheques are lost or stolen, or if you need funds for the immediate payment of unexpected expenses, we will help arrange for emergency cash (in currency, traveller's cheques or any other form acceptable to us) to be transmitted to you in a timely fashion. These funds will come from you, your family or friends. Our assistance coordinators will make all the necessary arrangements for you.

#### **Emergency Message Center**

In an emergency, call *Allianz Global Assistance*, identify yourself by name and *your Policy* number, and give the assistance coordinator *your* message. *We* will make at least 3 attempts in 24 hours to reach *your* requested party, and *we* will provide *you* with an update on the results of *our* efforts to deliver the message. *We* are not responsible for delivery of a message if the recipient cannot be reached. This service can be used for *trips* anywhere in the world.

# General Limitations, Conditions and Exclusions

*Your* insurance coverage is subject to the terms set out as follows in this document.

#### **GENERAL CONDITIONS AND LIMITATIONS**

- 1. All premiums, benefit maximums and benefit payments are stated in Canadian dollars unless otherwise specified. At *our* option, *we* may pay a claim for benefits in the currency where the loss occurred or in Canadian currency.
- 2. You and we agree that all disputes, controversies or claims arising under this *Policy* or otherwise in connection with this *Policy*, whether of law or fact and of any nature whatsoever (including but not limited to all disputes or controversies related to determinations made under the *Policy*) shall be decided by arbitration which shall be binding and without recourse to the courts or to an appeal. This arbitration shall

be before a single arbitrator in the Canadian province or territory in which this Policy was issued under the rules embodied in the arbitration legislation of that province or territory. In the absence of such legislation, the Commercial Arbitration Act, R.S.C. 1998, C.17 (second supp.), as amended shall apply. In any event, any action or arbitration proceeding against us for the recovery of a claim under this Policy shall not be commenced more than one year after the occurrence, which gives rise to the claim. If, however, this limitation is invalid according to the laws of the province or territory where this Policy was issued, you must commence your action or arbitration proceeding within the shortest time permitted by the laws of that province or territory. In addition you, your heirs and assigns consent to the venue of any action or arbitration being only in the province or territory where the Policy was issued and at a venue we and/or Allianz Global Assistance choose.

- 3. No agent or other person has authority to accept or make representations of information or alter, modify or waive any of the provisions of this *Policy*.
- 4. You must submit claims to Allianz Global Assistance within 90 days from date of loss. If applicable law provides for a longer period, you must submit your claim within the longer period provided for by law. For your claim to be valid, you must provide all of the documents we require to support your claim.
- 5. We may void this *Policy* in the case of fraud or attempted fraud by *you* or if *you* conceal or misrepresent any circumstance or fact that is material. The application for insurance must be completed fully and correctly, failing which we may, at *our* option, void all *your* coverage.
- 6. You must repay to *us* amounts paid or authorized for payment on *your* behalf, if *we* determine the amount is not payable under this insurance.
- 7. We may require a *physician*(s) of *our* choice to physically examine *you* as often as reasonably needed while a claim is pending. We may also require an autopsy in the case of death, where law does not forbid it. We will bear all necessary costs.
- 8. References to *your* age refer to *your* age on the date *you* applied for insurance.
- 9. If you incur losses covered by this insurance because of a third party, we may take legal action against that party at our expense. We have full rights of subrogation. You agree to allow us to fully assert our right to subrogation and to cooperate fully with us by delivering such documents. You agree to do nothing that would prejudice our rights to recover funds from any source.
- 10. We, Allianz Global Assistance and our agents are not responsible for the availability, quality or outcome of any medical treatment or of any medical transportation, or your failure to obtain medical treatment.
- 11. All benefit payments under this *Policy* are in excess of similar insurance benefits payable by another insurer. If *you* are eligible under more than one insurance plan for benefits, which are similar to those for which *you* are insured hereunder, the total benefits paid to *you* by all insurers cannot exceed *your* actual covered losses.
- 12. Notice of Statutory Conditions Notwithstanding any other provision herein contained, this contract is subject to the statutory conditions in the Insurance Act respecting

contracts of accident insurance. This condition does not apply to the province of Quebec.

- 13. If a covered loss incurred is either directly or indirectly as the result of an "Act of Terrorism", payment for a covered loss will be subject to the following terms and conditions:
  - Trip Cancellation and Trip Interruption benefits will be paid to a maximum of 100% of the sum insured.

Benefits payable for Trip Cancellation and Interruption losses will be directly reduced by the value of any alternate or replacement benefits or travel options given or offered by the airlines, tour or travel operators, cruise or travel suppliers as replacement, even if the alternative or replacement arrangements are declined by *you* and not used.

- All other benefits insured under this *Policy* will be paid at 100% of the Sum Insured.
- If the total amount claimed under this and all policies issued by us for Trip Cancellation and Trip Interruption coverage (in respect of the same terrorist incident, or series of terrorist incidents occurring within a 72 hour period), exceeds \$20,000,000, the amount payable will be prorated among all eligible claimants. The amount paid will not exceed \$20,000,000 in the aggregate.

# PRE-EXISTING CONDITIONS EXCLUSION (APPLICABLE TO TRIP CANCELLATION AND TRIP INTERRUPTION)

# If *you* are under 70 years of age when *you* purchase this insurance, the following pre-existing condition exclusion applies to *you*.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- 1. Your medical condition or related condition, if at any time in the 90 days before *your effective date, your medical condition* or related condition has not been *stable*.
- 2. Your heart condition, if at any time in the 90 days before you depart on your trip:
  - any heart condition has not been stable; or
  - *you* have taken nitro-glycerine more than once per week specifically for the relief of angina pain.
- 3. Your lung condition, if at any time in the 90 days before you depart on your trip:
  - any lung condition has not been stable; or
  - you have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.
- 4. Any *medical condition* for which future investigation or *treatment* was planned before the *effective date* (other than routine monitoring).

If *you* are age 70 up to and including age 79 when *you* purchase this insurance, the following pre-existing condition exclusion applies to *you*.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

1. Your medical condition or related condition, if at any time in the 180 days before your effective date, your medical condition or related condition has not been stable.

- 2. Your heart condition, if at any time in the 180 days before you depart on your trip:
  - any heart condition has not been stable; or
  - you have taken nitro-glycerine more than once per week specifically for the relief of angina pain.
- 3. Your lung condition, if at any time in the 180 days before you depart on your trip:
  - any lung condition has not been *stable*; or
  - you have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.
- 4. Any *medical condition* for which future investigation or *treatment* was planned before the *effective date* (other than routine monitoring).

# If you are age 80 or older when you purchase this insurance, the following pre-existing condition exclusion applies to you.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- Any pre-existing *medical condition* which relates directly or indirectly to *your* cardiovascular conditions, cerebrovascular (stroke or TIA) conditions, respiratory conditions, gastrointestinal disorders and/or cancer; and
- 2. Any pre-existing *medical condition* that was causing symptoms, or was diagnosed, treated or investigated during the 180 days before *you* depart *on your trip;* and
- 3. Any *medical condition* for which future investigation or *treatment* was planned before the *effective date*.

#### **GENERAL EXCLUSIONS**

These exclusions apply to all benefits and services. This insurance provides no payment for any loss arising directly or indirectly out of or as a result of the following:

- 1. Intentionally self-inflicted harm, suicide or attempted suicide (whether sane or insane);
- Except as specifically provided for in the Trip Cancellation and Interruption benefit under Pregnancy and Adoption, routine pre-natal care, fertility *treatments*, elective abortion, a child born during *your trip*, complications of *your* pregnancy when they occur in the 9 weeks before or after the expected date of delivery;
- 3. Mental, nervous or emotional disorders that do not require immediate hospitalization;
- 4. Abuse of any medication or non-compliance with prescribed medical *treatment* or therapy;
- 5. Any *injury* or *accident* occurring while *you* are under the influence of illicit drugs or alcohol (where the concentration of alcohol in *your* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood) or when *you* illustrate a visible impairment due to alcohol or illicit drugs and any chronic illness or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs;
- War (whether declared or undeclared), acts of war, military duty, civil disorder or unrest; *terrorism* or *act of terrorism* (unless specifically covered);
- 7. Amateur or *professional* sports, or other athletic activities, which are organized and/or sanctioned. Full-contact bodily

sports, skydiving, hang gliding, bungee jumping, parachuting, *mountain climbing* (where ropes or guides are normally used), caving, heli-skiing, any skiing or snowboarding outside marked trails, any motorized race or motorized speed contest. This exclusion does not include: amateur athletic activities, which are non-contact and engaged in by an insured person solely for leisure, recreational, entertainment or fitness purposes;

- Scuba diving, unless *you* hold a basic SCUBA designation from a certified school or other licensing body or *you* are accompanied by a dive master or are diving in water not deeper than 10 metres;
- 9. Nuclear reaction, radiation or radioactive contamination;
- 10. Biological or chemical contamination;
- 11. Seepage, pollution or contamination;
- 12. Epidemic or pandemic;
- 13. Financial collapse or default of any transport, tour or accommodation provider and/or any other service providers;
- 14. Any unlawful acts committed by *you*, *family members*, or *travelling companions*, whether they are insured or not;
- 15. Prohibition or regulation by any government which interferes with *your trip*;
- 16. Cosmetic or any other elective surgery;
- 17. Organ harvesting surgery;
- Air travel except while you are riding, boarding or alighting as a ticketed passenger on a certified passenger aircraft provided by a regularly scheduled airline on a regularly scheduled trip or charter;
- 19. Any *medical condition* or related condition when *you* knew prior to *your trip* that *you* would require or seek *treatment* or surgery for that condition;
- 20. Your travel to a country, region or city for which the Canadian government has issued a *travel advisory* in writing prior to *your departure date*; or
- 21. Your travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations.

## **Claim Filing Procedures**

Please contact *Allianz Global Assistance* at the phone number listed on *your* Declaration Page or visit <u>www.allianzassistanceclaims.ca</u> to obtain a claim form.

All benefits will be paid in Canadian dollars unless otherwise stated. If currency conversion is necessary, *we* will use the exchange rate on the date the last service was rendered to *you*. This insurance will not pay for any interest.

#### Information to Submit When Filing a Claim

As a condition to the payment of benefits under this insurance, *we* will require certain information from *you* if *you* need to file a claim. This documentation will include, at a minimum and is not limited to, the following:

#### **General Documentation Requirements**

- Original receipts, invoices and itemized bills for all expenses.
- The fully completed claim form supplied to *you* by *Allianz Global Assistance*.

You must submit all claims to Allianz Global Assistance within 90 days from date of loss. Failure to complete the required claim and authorization form in full will delay the assessment of your claim.

#### Trip Cancellation, Interruption and Delay Claims

General documentation requirements and the following:

- 1. Any appropriate documentation that officially explains the cause of *your trip* cancellation or interruption. The report of *your* physical examination (if applicable), and any explanation of diagnosis along with original itemized bills, receipts, and proof of other insurance payments.
- 2. Original unused tickets, copies of invoices, proof of payments, and other documents that substantiate the cost or occurrence of the *trip* cancellation or interruption.
- 3. Documentation of refunds received from the travel supplier(s) and/or *common carrier*(s).
- 4. Copy of the supplier's literature that describes penalties.
- 5. A letter from the tour operator or an itemized bill from the travel agent stating the non-refundable amounts of the *trip* costs.

#### **Questions?**

#### Let Us Know

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: 1-866-520-8823 Collect: 1-519-742-9013 Email: questions@allianz-assistance.ca

#### Escalate Your Concern

If *you* would like to escalate *your* concern please submit a written appeal with any new information or new documentation that *you* would like *us* to consider.

Contact Details:

By Mail:	Appeals Department P.O. Box 277 Waterloo, ON N2J 4A4
Email: Fax:	Appeals@allianz-assistance.ca 1-519-742-9471 Attention: Appeals Department

#### **Contact the Ombuds Office**

If *you* are not satisfied with the outcomes of the previous steps, *you* may request additional consideration of *your* concern in writing to the Ombuds Office. Please note, the Ombuds Office will only review concerns that have gone through the appropriate steps above so *you* will want to indicate with whom *you* have already spoken with.

By mail:	Ombuds Office The Co-operators Group Limited 130 Macdonell Street, Box 3608 Guelph, ON N1H 6P8
E-mail:	Ombuds@cooperators.ca

Phone: 1-877-720-6733 Fax: 1-519-823-9944

After the Ombuds Office's review, *you* will receive a written response, except in the case where a simple concern can be resolved over the phone. Most investigations are completed within 30 business days of receiving *your* complaint and all supporting documentation. If this deadline cannot be met, *you* will be contacted as to why extra time is required and when *you* can expect a response.

The written response from the Ombuds Office is considered the company's final position. Unless *you* present any new and relevant information that was not previously reviewed, *your* concern will not be reopened.

#### **External Recourse Options**

If we have not been able to resolve your concerns to your satisfaction, and you wish to pursue the matter further, you may contact the OmbudService for Life & Health Insurance (OLHI). OLHI is an independent service that offers recourse to consumers who have not been able to resolve their complaint by dealing with their insurance company. The OmbudService may be reached at 1-888-295-8112 or through their website at www.OLHI.ca.

# Note: *you* must follow the company's Complaint Resolution Process before OLHI will become involved.

**For Quebec clients:** if *you* are not satisfied with how *your* concern was handled, or the results of our investigation, the law gives *you* the right to request, in writing, that a copy of *your* concern file be transferred to the Autorité des marches financiers (AMF). *You* can reach the AMF by calling 1-877-525-0337 or by email at renseignement-consommateur@lautorite.gc.ca

#### The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies.

#### **Privacy Information Notice**

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, *Allianz Global Assistance*, 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 Policy 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 *Allianz Global Assistance*. 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 *Allianz Global Assistance*. 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**.

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** or by writing to:

Privacy Officer Allianz Global Assistance 4273 King Street East Kitchener, ON N2P 2E9

For a complete copy of our Privacy Policy please visit www.allianz-assistance.ca.