

## Emergency Travel Medical Insurance 4 Day Trip – Annual Coverage

### Important Information about this “Policy”

#### Canadian Life and Health Insurance Association

#### IMPORTANT NOTICE - READ CAREFULLY BEFORE “YOU” TRAVEL

“You” have received this “travel” insurance coverage with your CAA insurance “policy” – what’s next? “We” want “you” to understand (and it is in “your” best interests to know) what “your” “policy” includes, what it excludes, and what is limited (payable but with limits). Please take time to read through “your” “policy” before “you” travel. Terms that appear in quotations or in bold are defined in “your” “policy.”

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, “you” must meet all of the eligibility requirements.
- This insurance contains limitations and/or exclusions (e.g. “medical conditions” that are not “stable”, pregnancy, child born on the “trip”, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to “pre-existing medical conditions”, whether disclosed or not at time of “policy” purchase.
- Contact “CAA Assistance” before seeking “treatment” or “your” benefits may be limited or denied.
- In the event of a claim “your” prior medical history may be reviewed.

IT IS “YOUR” RESPONSIBILITY TO UNDERSTAND “YOUR” COVERAGE. If “you” have questions, call “us” at 1-844-945-1470 (in Canada & United States) or +1-519-945-6030 (elsewhere in the world) or contact “us” at [coverage@orionti.ca](mailto:coverage@orionti.ca). IN THE EVENT OF AN EMERGENCY, PLEASE CALL “CAA ASSISTANCE” IMMEDIATELY.

#### “CAA ASSISTANCE”

“CAA Assistance” is available 24 hours per “day”, 365 “days” per year.

At first onset of symptoms of a medical emergency and before “you” seek “medical treatment”, please contact “CAA Assistance”, however, if “you” are unable to do so because “you” are medically incapacitated, “you” or someone else must contact “CAA Assistance” as soon as is reasonably possible.

Have “your” “policy” number with “you” at all times and contact “CAA Assistance” using one of the contact methods listed below. Please provide “your” name, “policy” number, location and the nature of “your” “emergency”.

#### Call us:

From Canada & Mainland US: 1-844-945-1472

From Elsewhere: 1-519-945-6032

#### Contact us via chat:

SMS: 1-450-234-8044

WhatsApp: 1-888-657-7611

Webchat: [orion.xodus.ca/assistance](http://orion.xodus.ca/assistance)

#### Email us at:

Email address: [orionassistance@xodus.ca](mailto:orionassistance@xodus.ca)

Prior to receiving all relevant medical information, “we” will handle “your” “emergency” assuming “you” are eligible for benefits under this “policy” and “you” will be reminded that any services rendered are subject to the terms and conditions of this “policy”. If it is later determined that a “policy” term, limitation, condition or exclusion, general and specific, applies to “your” claim, “you” will be required to reimburse “us” for any payments “we” have made on “your” behalf.

“CAA Assistance” will work closely with “you” to:

- direct “you” to an appropriate “physician” or “hospital” at “your” “trip” destination, wherever possible;
- provide multilingual interpreters to communicate with “physicians” and “hospitals”;
- monitor “your” care so that only appropriate, “medically necessary” “treatment” is given and to ensure that “your” medical needs are met;
- contact “your” “family” and “physician” on “your” behalf;
- pay “hospitals”, “physicians”, and other medical providers directly, wherever possible;
- approve and arrange air ambulance transportation when “medically necessary”;
- inform “you” of any expenses not covered by this “policy” or to explain this “policy’s” terms and provisions as they relate to “your” “medical emergency”.

Where a claim is payable, “we” will arrange, wherever possible, to have any medical expenses billed directly to “us”.

#### WHY ARE “YOU” REQUIRED TO CALL “CAA ASSISTANCE”?

“You” must call “CAA Assistance” before obtaining “emergency treatment”, so that “we” may:

- confirm coverage; and
- provide pre-approval of “medical treatment”.

If it is medically impossible for “you” to call prior to obtaining “emergency treatment”, we ask “you” to call as soon as possible or have someone call on “your” behalf. Otherwise, if “you” do not call “CAA Assistance” before “you” obtain “emergency treatment”, “your” maximum benefit payable will be reduced to 80% of “your” medical expenses covered under this insurance, to a maximum of \$25,000 CAD.

This “policy” contains a provision removing or restricting the right of the “Insured” to designate persons to whom or for whose benefit insurance money is to be payable.

This “policy” covers losses resulting from unforeseen and emergent circumstances only. It contains terms, limitations, conditions and exclusions, general and specific that may restrict benefits payable.

#### PLEASE READ THIS “POLICY”

**It is “your” responsibility to read this “policy” carefully before “you” travel, particularly the sections relating to the insurance coverage “you” have purchased. Some of the terms may limit the benefits payable to “you”.**

By following the instructions in the section How to File a Claim, “you” can speed up the assessment and, where applicable, payment of “your” covered eligible expenses.

Throughout this “policy” “you” will notice that certain terms are brought to “your” attention with quotations. These terms are explained in the Definitions section. Pay particular attention to these definitions as the “Insurer” has given a very specific meaning to these terms.

## CARRY THE INSURANCE CARD AND THIS “POLICY” WITH “YOU”

“You” will be provided with a wallet-size insurance card that provides important “emergency” telephone numbers that “you” must call in the event of a claim and before receiving “medical treatment”. Carry this card with “you” at all times and bring this “policy” with “you” when travelling.

### General Conditions

These general conditions apply to the insurance coverage under this “policy”.

1. Premium rates and “policy” terms and conditions are subject to change without prior notice.
2. This insurance must be issued in Canada and must be purchased prior to the “departure date”.
3. If insurance coverage is provided in a manner other than as stated in this “policy”, this “policy” shall be null and void.
4. If any benefit is duplicated under a similar benefit, another of “our” policies, or under similar coverage with another insurer, the maximum “you” are entitled to is the largest amount specified under any one benefit or insurance coverage. The total amount paid to “you” from all sources cannot exceed the actual expense “you” incur.
5. Where not specified, airfares are one-way and economy class.

### General Exclusions

These general exclusions apply to the insurance coverage under this “policy”.

No coverage shall be provided under this “policy” and no payment shall be made for any claim resulting in whole or in part from, or contributed to by, or as a natural and probable consequence of any of the following:

1. Any loss resulting when “you” are a driver, the operator, a co-driver, a crew member or any other passenger on a commercial vehicle used for the purpose of delivering goods or carrying a load. This exclusion is not applicable when the commercial vehicle is used during “your” “trip” solely for pleasure purposes and not used for delivering goods or carrying a load.
2. Non-compliance to prescribed “treatment”  
Situation where “your” claim will not be paid:
  - Any “medical condition” that is the result of “you” not following “treatment” as prescribed to “you”, including prescribed medication.
3. Suicide (including any attempt thereat) or self-inflicted “injury” whether or not “you” are sane.
4. Illegal act  
Situation where “your” claim will not be paid:
  - Claim that results from or is related to “your” negligent behaviour or involvement in the commission or attempted commission of a criminal offence, negligent or illegal act.
5. Expenses for which no charge would normally be made in the absence of insurance.
6. War  
Situation where “your” claim will not be paid:
  - Claim related to an “act of war” whether declared or undeclared.
7. Travel advisory  
Situations where “your” claim will not be paid
  - An official travel advisory was issued by the Canadian government stating **Avoid all non-essential travel** or **Avoid all travel** regarding the country, region or city of “your” destination, before “your” “effective date”.

- This exclusion does not apply to claims for an “emergency” or a “medical condition” unrelated to the travel advisory.
- This exclusion does not apply to emergency medical insurance claims when:
  - i. the travel advisory stating **Avoid non-essential travel** is in effect and is due to COVID- 19 (SARS-CoV-2); **and**
  - ii. “you” have received at least one Health Canada approved COVID-19 vaccination at least 14 days prior to “your” “departure date” (except where “you” do not meet the minimum age requirements for a COVID-19 vaccination, as defined by Health Canada).

If conditions (i) and (ii) are satisfied and when the travel advisory stating **Avoid non-essential travel** is in effect and is due to COVID-19 (SARS-CoV-2), the maximum benefits payable for “reasonable and customary expenses” incurred as a result of emergency “medical treatment” related to COVID-19 (SARS-CoV-2) and related complications is:

- a. \$2.5 million CAD per “insured”, when “you” have received at least one Health Canada approved COVID-19 vaccination at least 14 days prior to departure; or
- b. \$5 million CAD per “insured”, when “you” have received all vaccine doses of Health Canada approved COVID-19 vaccinations at least 14 days prior to departure.

The maximum benefits payable for all policy coverages insured under the “policy” and policy endorsements remains at \$5 million CAD per “insured”.

“You” must adhere to COVID-19 vaccination protocols / schedules, including receiving all vaccine doses as defined by the Ministry of Health of “your” province or territory of residence. To view the travel advisories, visit the Government of Canada Travel website.

- 8. Despite any provision to the contrary within this “policy” or any amendment thereto, this “policy” does not cover any liability, loss, cost or expense whatsoever which is directly or indirectly caused by, resulting from, arising out of or in connection with any “acts of terrorism” perpetrated by biological, chemical, nuclear or radioactive means, regardless of any other cause contributing concurrently or in any other sequence to the liability, loss, cost or expense.

### Emergency Medical Insurance

Eligibility	<ul style="list-style-type: none"> <li>• Must have a current property “policy” in effect in Ontario.</li> <li>• “You” must be a Canadian resident covered by a government health insurance plan (“GHIP”) for the full duration of the “trip”.</li> </ul>
Coverage Starts	<b>The latest of:</b> <ul style="list-style-type: none"> <li>• the date “you” leave “your” Canadian province or territory of residence; or</li> <li>• the “departure date” or start date</li> </ul>
Coverage Ends	<b>The earliest of:</b> <ul style="list-style-type: none"> <li>• the date “you” return to “your” Canadian province or territory of residence; or</li> <li>• the “return date”</li> </ul>
“Policy” Period	Refer to the Coverage Summary Page
Maximum Age	No maximum age
Maximum Benefit	<p>Up to \$5 million. Maximum \$25,000 for all Emergency Medical Insurance benefits if at time of claim:</p> <ul style="list-style-type: none"> <li>a) “Your” “GHIP” coverage was lapsed; and/or</li> <li>b) “You” did not have “GHIP” authorization to cover “your” “trip” “days” exceeding the “days” “GHIP” covers outside “your” province or territory of residence.</li> </ul>
Maximum “Trip” “Days”	<ul style="list-style-type: none"> <li>• 4 “days” per “insured”, per “trip” outside of Canada</li> <li>• Up to 365 “days” (with “GHIP” approval) for “trips” entirely within Canada</li> </ul>

## MULTI-TRIP ANNUAL PLAN

Provides coverage for multiple individual “trips” outside Canada for up to 4 “days” each “trip”. If “your” “trip” “days” are entirely within Canada, but outside of “your” province or territory of residence, a Top-Up is not required. This “policy” provides coverage for up to 365 “trip” “days” entirely within Canada provided that “you” are covered by a “GHIP” for the full duration of the “trip”. Coverage may never extend beyond 365 days from the “departure date”. An individual “trip” begins when “you” leave “your” province or territory of residence and ends when “you” return to “your” province or territory of residence.

If “you” leave Canada several times during an individual “trip” (without returning to “your” province or territory of residence) “your” Multi-Trip Annual Plan “days” start again each time “you” leave Canada.

“You” are not required to provide advance notice of the “departure date” and “return date” of each individual “trip”. However, “you” will be required to provide evidence of “your” “departure date” and “return date” when filing a claim (e.g. airline ticket, customs or immigration stamp or other receipt).

For an individual “trip” to be covered under the benefits of the Multi-Trip Annual Plan, it must start and end within the period of coverage.

The total duration of “your” individual “trip” outside of Canada cannot exceed the maximum “trip” length of the coverage duration of 4 “days”. When “you” are outside Canada for any length of time that exceeds the 4 “day” Multi-Trip Annual Plan, a “Top-Up” will be required.

## INSURED RISKS

This insurance provides payment for the “reasonable and customary charges” incurred by “you” for “emergency medical treatment” for a “medical emergency” occurring outside “your” Canadian province or territory of residence during the “trip”. Such expenses must be in excess of those reimbursable by “your” “GHIP” and by any other insurance policy or health plan (group or individual) under which “you” are entitled to benefits.

## BENEFITS

The following benefits are payable as part of a covered “medical emergency” to a maximum of \$5 million per insured insofar as such services are emergent, unforeseen and “medically necessary” as per the terms and conditions of this “policy”:

1. “Emergency” “Medical Treatment”:
  - a. “Hospital” accommodation up to the semi-private room rate (or an intensive or coronary care unit where “medically necessary”). If coverage expires during “your” “hospitalization”, benefits continue to a maximum of 365 “days” from “your” “departure date”, or until “you” are deemed medically able to travel in the opinion of “CAA Assistance”, whichever is earlier.
  - b. “Physicians” fees;
  - c. Laboratory tests and X-rays prescribed by the attending “physician” and approved in advance by “CAA Assistance”. Note that this “policy” does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless such services are approved in advance by “CAA Assistance”;
  - d. Private duty nursing (other than by an “immediate family member”) during “hospitalization” when ordered by the attending “physician” and approved in advance by “CAA Assistance”;
  - e. Local licensed ground ambulance service to the nearest “hospital”, “physician” or medical service provider in the event of a “medical emergency” (also covers local taxi fare in lieu of local ground ambulance service where an ambulance is “medically necessary”);
  - f. Drugs requiring a prescription by a “physician”, excluding those necessary for the continued stabilization of a chronic “medical condition”;

- g. Casts, splints, trusses, braces, crutches, rental of wheelchair or other minor medical appliances when prescribed by a "physician" and approved in advance by "CAA Assistance";
- h. "Treatment" by a chiroprapist, chiropractor, osteopath, physiotherapist, or podiatrist (other than an "immediate family member"), including X-rays, when approved in advance by "CAA Assistance".

2. "Emergency" Dental Expenses

Reimbursement of:

- a. "emergency" dental treatment (other than by an "immediate family member") at "trip" destination to repair or replace sound natural teeth or permanently attached artificial teeth injured as the result of an accidental blow to the face, provided "you" consult a "physician" or dentist immediately following the "injury";
- b. necessary "emergency" dental "treatment" (other than by an "immediate family member"), described in a. above, that must be continued upon return to "your" Canadian province or territory of residence, provided "treatment" is completed within 180 "days" from the date of the accident, to a maximum of \$2,000; and
- c. other "emergency" dental "treatment" (other than by an "immediate family member") at "trip" destination (excluding root canal treatment), to a maximum of \$500.

3. "Hospital" Allowance:

"You" are entitled to a "hospital" allowance of up to \$50 per "day" to a maximum of \$2,000 for "your" incidental expenses (e.g. long distance calls, television rental) while "hospitalized" for at least 48 hours. This benefit will be paid as a lump sum after "your" release from the "hospital" and upon approval of "your" claim.

4. Return of Vehicle:

When approved in advance by "CAA Assistance":

- a. reasonable expenses for the return of "your" private or rental "vehicle" in the event of "your" medical incapacitation, "hospitalization", death on a "trip" following "your" "hospitalization" or accidental death; or
- b. repatriation of the "insured" if a private vehicle is stolen or inoperative due to an accident.

5. Family Transportation:

When approved in advance by "CAA Assistance", a return economy airfare for an "immediate family member" or a close friend to attend "your" bedside (upon the recommendation of the attending "physician") provided the "hospitalization" lasts at least three consecutive "days". This benefit is provided immediately if "you" are mentally or physically handicapped, or under 21 years of age and dependent for support on the visiting "immediate family member".

The person attending "your" bedside will be covered under the same terms and conditions of "your" CAA Emergency Travel Medical Insurance. Reasonable out-of-pocket expenses incurred for commercial accommodation and meals, essential taxis and telephone calls by the attending "immediate family member" or close friend will be reimbursed to a maximum of \$3,500, subject to a limit of \$350 per "day".

6. Subsistence Allowance:

When approved in advance by "CAA Assistance" and in the event that:

- a. "your" "return date" is delayed due to "sickness" or "injury" of an accompanying "family" member or "travel companion", or "yourself"; or
- b. an accompanying "family" member, "travel companion" or "you" must be relocated for the purpose of obtaining "treatment" for a "medical emergency".

"You" are eligible for a subsistence allowance of \$350 per "day" after the "return date" or relocation date to a maximum of \$3,500 for commercial accommodation and meals, laundry, essential taxis and telephone calls. If "sickness" or "injury" delays "your" return more than 10 "days" beyond the "return date", the subsistence allowance will only be paid upon submission of proof that "you" or the accompanying "family" member or "travel companion" was admitted and confined to a "hospital" for at least 72 hours within the 10 "day" period.

7. Medical Repatriation:

When approved in advance and arranged by “CAA Assistance”:

- a. up to the cost of a one-way economy airfare to “your” Canadian province or territory of residence; or
- b. the fare for additional airline seats to accommodate a stretcher to return “you” to “your” Canadian province or territory of residence; or
- c. where “medically necessary”, air ambulance (paid in advance) to the nearest appropriate “hospital” or to a “hospital” in “your” Canadian province or territory of residence for the purpose of obtaining immediate “medical treatment”; or
- d. repatriation to the point of departure in economy class of one “travel companion” or one “family” member in the event of “your” medical repatriation;
- e. up to \$900 subsistence allowance, subject to a limit of \$300 per “day”, will also be provided for commercial accommodation and meals, essential taxis and telephone calls for one “travel companion” or one “family” member if “you” are relocated to a place other than “your” point of departure; and
- f. fees for a qualified medical attendant (other than an “immediate family member”) to accompany “you” to “your” Canadian province or territory of residence when recommended by the attending “physician” and approved in advance and arranged by “CAA Assistance”. This includes return economy airfare and overnight lodging and meals (where necessary).

8. Return Excess Baggage:

When approved in advance by “CAA Assistance”, up to \$500 for the return of “your” excess baggage. This benefit is payable if “you” are returned to “your” departure point by “us” by any medical repatriation or in the event of “your” death on a “trip” following “your” “hospitalization” or accidental death.

9. Domestic Services:

When “you” have been repatriated under Benefit #7 and when approved in advance by “CAA Assistance”, reimbursement up to a maximum of \$250 per household for domestic services such as housekeeping to “your” principal residence.

10. Medical Follow-up in Canada:

When “you” have been repatriated under Benefit #7 after being hospitalized during “your” “trip”, the following is covered in “your” Canadian province or territory of residence within 15 “days” of the repatriation:

- a. semi-private room in a “hospital” or rehabilitation centre or convalescent home up to \$1,000;
- b. home nursing care when medically required up to \$50 per “day” for up to 10 “days”;
- c. up to \$150 for the rental of crutches, standard walker, canes, trusses, orthopedic corset, oxygen; and
- d. up to \$250 for ambulance or taxi services to receive medical care.

11. Escort of “Insured” “Child(ren)”:

When approved in advance by “CAA Assistance” in the event an “insured” parent or legal guardian (on the “trip”) must be medically repatriated or “hospitalized”:

- a. organization, escort and payment up to the cost of a one-way economy airfare for the return of “insured” “child(ren)” or grandchild(ren). This benefit is limited to “child(ren)” or grandchild(ren) under the age of 19 unless the “child(ren)” or grandchild(ren) is mentally or physically handicapped; or
- b. reimbursement for services of a “caregiver” (other than an “immediate family member”) contracted by “you” for “your” “insured” “child(ren)” or grandchild(ren). This benefit is limited to “child(ren)” or grandchild(ren) under the age of 19 unless the “child(ren)” or grandchild(ren) is mentally or physically handicapped.

Provision of an attendant will be arranged by “CAA Assistance”.

12. "Child" Care:

When approved in advance by "CAA Assistance" in the event their parent or legal guardian is attending the bedside of an "Insured" who is "hospitalized" at their "trip" destination, reimbursement of up to \$1,000 for "child" care provided in "your" Canadian province or territory of residence by someone other than an "immediate family member". This benefit is limited to "child(ren)" or grandchild(ren) under the age of 19 unless the "child(ren)" or grandchild(ren) is mentally or physically handicapped.

13. Non-"Medical Emergency" Evacuation:

"Your" "emergency" evacuation from mountain, sea or other remote location to the nearest accessible point by professional services up to \$5,000.

14. Return to "Trip" Destination:

When approved in advance by "CAA Assistance", a one-way economy airfare for "you" to be returned to "your" "trip" destination, within "your" period of coverage, after "you" are returned to "your" Canadian province or territory of residence for immediate "medical treatment" provided "your" attending "physician" determines that "you" require no further "treatment" for "your" "medical emergency". Once "you" return to "your" "trip" destination, a recurrence of the "sickness" or "injury" which caused the initial "medical emergency", or any problems or complications related thereto, will not be covered under this "policy".

15. Return of Remains:

Subject to prior approval by "CAA Assistance" in the event of "your" death on a "trip" following "your" "hospitalization" or accidental death, reimbursement of:

a. the actual cost incurred for:

- i. preparation of the deceased "Insured"; and
- ii. return of the deceased "Insured" in the "common carrier's" standard transportation container to the scheduled point of departure.

b. up to \$5,000 for burial or cremation at the place of death.

No benefit is payable for the cost of a headstone, casket, urn and/or funeral services expenses.

In addition, and subject to prior approval of "CAA Assistance", return transportation for an "immediate family member" or close friend to identify the deceased "Insured". The person identifying the deceased "Insured" will be covered under the same terms and conditions of "your" CAA Emergency Travel Medical Insurance, but for no longer than three "days". Reasonable out-of-pocket expenses incurred for commercial accommodation and meals, essential taxis and telephone calls by the attending "immediate family member" or close friend will be reimbursed to a maximum of \$300 per "day" to a maximum of three "days".

16. Pet Return:

When approved in advance by "CAA Assistance", reimbursement up to a maximum of \$500 for one-way transportation of "your" pet(s) (domestic dog(s), "service animal(s)" and/or cat(s) only) to "your" Canadian province or territory of residence in the event "you" are "hospitalized" at "your" "trip" destination and cannot return on "your" "return date" or "you" are returned to "your" Canadian province or territory of residence by any repatriation or death benefit provided by this "policy".

17. Pet Care:

When approved in advance by "CAA Assistance", reimbursement up to a maximum of \$300 for "emergency" veterinary services in the event "your" pet(s) (domestic dog(s), "service animal(s)" and/or cat(s) only) suffers an accidental bodily "injury" while accompanying "you" during "your" "trip".

18. Commercial Kennel Costs:

When approved in advance by "CAA Assistance", reimbursement to a maximum of \$100 per "policy" for commercial kennel costs for "your" pet(s) (domestic dog(s), "service animal(s)" and/or cat(s) only) when "you" are not able to return on "your" "return date".

19. Prescription Assistance:

Assistance to co-ordinate replacement at “your” “trip” destination of lost or stolen essential prescription medication (excluding birth control pills or other non-vital prescription medication). Costs of replacement will be “your” responsibility.

20. Vision Care:

Reimbursement up to \$300 for the replacement at “your” “trip” destination of prescription eyeglasses due to theft, loss or breakage during “your” “trip” and assistance to co-ordinate the replacement.

21. Hearing Aid:

Reimbursement up to \$200 for the replacement at “your” “trip” destination of a hearing aid due to theft, loss or breakage during “your” “trip” and assistance to co-ordinate the replacement. Does not include batteries or ear molds.

22. Terrorism Coverage:

“You” are entitled to reimbursement of covered expenses when an “act of terrorism” directly or indirectly causes “you” a loss for which benefits would otherwise be payable in accordance with the terms and conditions of this “policy”.

23. Message Centre:

Leave urgent messages with “CAA Assistance” in the event that time zones or telephone difficulties prevent “you” from contacting home. Leave urgent messages as a contact point for “travel companions” if “you” lose touch with one another.

24. Urgent Messages:

Transmission of urgent messages to family and/or employer by multilingual “CAA Assistance” coordinators.

## SPECIFIC CONDITIONS

In addition to the General Conditions, Emergency Travel Medical Insurance is subject to the following conditions:

1. “You” must contact “CAA Assistance” before obtaining “emergency treatment”, so that we may:
  - confirm coverage; and
  - provide pre-approval of “medical treatment”.

If it is medically impossible for “you” to contact “CAA Assistance” prior to obtaining “emergency treatment”, “we” ask “you” to contact them as soon as possible or have someone contact them on “your” behalf. Otherwise, if “you” do not contact “CAA Assistance” before “you” obtain “emergency treatment”, “your” maximum benefit payable will be reduced to 80% of “your” medical expenses covered under this insurance, to a maximum of \$25,000 CAD.

Contact methods are located on page 1 and “your” Insurance Card.

2. In the event of an “injury” or “sickness”, “your” prior medical history will be reviewed as part of the claim process.
3. If “we” pay “your” health care provider or reimburse “you” for covered expenses, “we” will seek reimbursement from “your” “GHIP” and from any other medical reimbursement plan under which “you” may have coverage. “You” may not claim or receive in total more than 100% of “your” total covered expenses.
4. After “your” medical “emergency treatment” has started, “CAA Assistance”, must assess and pre-approve additional “medical treatment”. If “you” undergo tests as part of a medical investigation, obtain “treatment” or surgery that is not pre-approved, “your” claim will not be paid. This includes invasive testing, surgery, (including but not limited to cardiac catheterization, other cardiac procedures, transplant, MRI), except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
5. If “we” determine that “you” should transfer to another facility or return to “your” home province/territory of residence, and “you” choose not to, benefits will not be paid for further “medical treatment”.

6. "We" are not responsible for the availability, quality or results of any "medical treatment" or transportation, or "your" failure to obtain "medical treatment" or "hospitalization".
7. Recurrence or ongoing "treatment" once "your" "emergency" has ended  
Situation where "your" claim will not be paid:
  - The continued "treatment", recurrence or complication of a "medical condition" or related condition, following "emergency treatment" during "your" "trip", if "CAA Assistance" determines that "your" "emergency" has ended.
8. Any benefits payable for "acts of terrorism" are excess to all other recovery sources including, but not limited to, alternative or replacement travel options offered by airlines, tour operators, cruise lines and other "travel suppliers" and other insurance coverage (even when such coverage is described as excess) and are payable only after "you" have exhausted all such other recovery sources.  
Any benefits payable are subject to an overall aggregate maximum limit relating to all in-force travel policies issued by "us", including this "policy". Coverage is available for up to two "acts of terrorism" within a calendar year and the maximum payable for each "act of terrorism" is \$8 million.  
If total claims resulting from one or more "acts of terrorism" exceed the applicable aggregate maximum limit stated above, then each "Insured" is entitled to his/her pro rata share of such aggregate maximum limit. If, in "our" judgment, the total of all payable claims under one or more "acts of terrorism" may exceed the applicable aggregate maximum limit, "your" prorated claim will be paid after the end of the calendar year in which "you" qualify for benefits.

## SPECIFIC EXCLUSIONS

In addition to the General Exclusions described, no coverage shall be provided under Emergency Travel Medical Insurance and no payment shall be made for any claim resulting in whole, in part from, contributed to by, or as a natural and probable consequence of any of the following:

1. "You" have any "sickness", "injury" or "medical condition" that has not been stable for at least 3 months prior to "your" departure (or 6 months if "you" are 70 years or older).
2. A lung condition if, during the 3 months prior to each "departure date", "you" required "treatment" with Prednisone (or 6 months if "you" are over age 70). This exclusion also applies if "you" have been prescribed or taken home oxygen for a lung condition in the last 12 months.
3. A heart condition if "you" had heart bypass or valve surgery more than eight years prior to the "departure date". This applies prior to each "departure date".  
A heart condition if, during the six months prior to each "departure date":
  - i. "you" were prescribed or taking THREE OR MORE medications for "your" heart (other than aspirin/entrophen and cholesterol medication);
  - ii. "you" were diagnosed or "treated" for ALL THREE of the following: any heart condition, diabetes ("treated" with oral medication or insulin) and high blood pressure; or
  - iii. "you" were prescribed or taking medication for HEART FAILURE (causing water on "your" lungs or swelling in "your" legs).
4. "You" have been diagnosed with a terminal illness for which a "physician" has estimated that "you" have less than 6 months to live.
5. "You" have ever received a bone marrow or organ transplant (except cornea or skin transplant) or required kidney dialysis.
6. "You" have been diagnosed with and/or received "medical treatment" for metastatic cancer in the last 5 years.
7. "We" will not pay a benefit if "you" are not covered under the Government Health Insurance Plan ("GHIP") of "your" province or territory of residence for the entire duration of the "trip". It is "your" responsibility to check

that “you” do have this coverage. If “GHIP” is not in force, this insurance is subject to a maximum of \$25,000.

8. For insured “child(ren)” under two years of age: any “sickness” or “medical condition” related to a birth defect.
9. Abuse of alcohol, drugs or intoxicants  
Situations where “your” claim will not be paid:
  - i. Any “medical condition”, including symptoms of withdrawal, arising from, or in any way related to, “your” chronic use of alcohol, drugs or other intoxicants (including cannabis), whether prior to or during “your” “trip”.
  - ii. Any “medical condition” arising during “your” “trip” from, or in any way related to, the abuse of alcohol resulting in a blood alcohol level of more than 80 mg of alcohol per 100 ml of blood, drugs or other intoxicants (including cannabis).
10. Expenses incurred as a result of asymptomatic or symptomatic HIV infection, Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or the presence of HIV, including any associated diagnostic tests or charges.
11. Travelling for the purpose of obtaining “treatment”  
Situation where no benefit will be paid:
  - i. A “trip” made for the purpose of obtaining a diagnosis, “treatment”, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.
12. Travelling when “treatment” could be expected  
Situation where no benefit will be paid:
  - i. Any future investigation or “treatment” (except routine monitoring) is planned before “your” “trip”; or
  - ii. Any “medical condition” or symptoms for which it is reasonable to believe or expect that “treatments” will be required during “your” “trip”.
13. Claims related to expectant mother’s complications of pregnancy or delivery  
Situation where “your” claim will not be paid:
  - i. Claim related to routine pre-natal or post-natal care
  - ii. Claim related to pregnancy, delivery, or complications of either, arising 9 weeks before the expected date of delivery or 9 weeks after.
14. Child born during the “trip”  
Situation where “your” claim will not be paid:
  - i. Claim related to “your” child being born during the “trip”
15. Sports and High-Risk Activities  
Accident or “medical condition” that occurs while “you” are participating in:
  - a. any performance as a pilot or crew member of, or travelling as a passenger on, any aircraft which are flying machines or flying devices that are supported chiefly by their buoyancy in air, and includes, but is not limited to, any airplane, balloon, kite balloon, airship, glider, hang glider, paraglider, parasail, parachute, kite and wingsuit. Travelling as a passenger on a “common carrier” is not subject to this exclusion;
  - b. any participation in any maneuvers or training exercises of the armed forces;
  - c. any sporting activity for which “you” are paid;
  - d. any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere.

16. "We" will not pay a benefit with respect to non-"emergency", experimental or elective "treatment" (e.g. cosmetic surgery, chronic care, rehabilitation including any expenses for directly or indirectly related complications), that "you" elect to have provided outside "your" Canadian province or territory of residence when medical evidence indicates that "you" could return to "your" Canadian province or territory of residence to receive such "treatment". The delay to receive "treatment" in "your" Canadian province or territory of residence has no bearing on the application of this exclusion.
17. The replacement cost of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medications (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada. "CAA Assistance" will assist "you" with replacement.
18.
  - a. Cardiac catheterization, angioplasty and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved in advance by "CAA Assistance" prior to being performed, except in extreme circumstances where such surgery is performed as a "medical emergency" immediately upon admission to "hospital"; and/or
  - b. Magnetic resonance imaging (MRIs), computerized axial tomography (CAT) scans, sonograms, ultrasounds or biopsies unless approved in advance by "CAA Assistance".
19. Recurrence/ongoing "treatment" once the "emergency" has ended  
Situation where "your" claim will not be paid:
  - i. The continued "treatment", recurrence or complication of a "medical condition" or related condition, following "emergency treatment" during "your" "trip", if "CAA Assistance" determines that "your" "emergency" has ended.
20. Cataract surgery or services provided by a naturopath or an optometrist or in a convalescent home, nursing home, rehabilitation centre or health spa, excluding Benefit #10.
21. Air ambulance services unless approved in advance and arranged by "CAA Assistance".
22. Upgrading charges or cancellation penalties for airline tickets, unless approved in advance by "CAA Assistance".
23. Damage to or loss of sunglasses (non-prescription), contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.
24. Emergency Travel Medical Insurance benefits in "your" Canadian province or territory of residence except for Benefits #9 and #10.
25. Travel advisory  
Situations where "your" claim will not be paid
  - i. Any loss resulting from an "act of terrorism" when an official travel advisory was issued by the Canadian government stating **Avoid non-essential travel** or **Avoid all travel** regarding the country, region or city of "your" destination, before "your" "departure date".
  - ii. This exclusion does not apply to claims for an "emergency" or a "medical condition" unrelated to the travel advisory.To view the travel advisories, visit the Government of Canada Travel website.
26. Travel against medical advice
  - i. Any claim incurred after a "physician" advised "you" not to travel.

## How to File a Claim

### PAYMENT TO MEDICAL PROVIDERS

“CAA Assistance” will pay “hospitals”, “physicians” and other medical providers directly, whenever possible. While most medical providers will agree to accept direct payment from “us”, there are some providers who will require that “you” pay them directly.

Where direct payment cannot be arranged, “we” will reimburse eligible expenses on the basis of “reasonable and customary charges”.

Please note that some benefits are reimbursable on “your” return. Check the benefit section to see which benefit(s) this applies to.

### SUBMITTING “YOUR” CLAIM

To submit a claim, contact “CAA Assistance”. “You” will be required to fill out a claim form and to substantiate “your” claim by providing the documents described in the applicable insurance coverage(s) below. (The “Insurer” is not responsible for charges levied in relation to any such documents). **Make sure to indicate “your” “policy” number on each document.**

#### Online Claim Submission

To avoid mail delays, submit “your” claim online at [orion.xodus.ca](http://orion.xodus.ca) and follow the instructions.

#### Mail Claim Submission

“You” may also submit “your” claim by mail, sending “your” claim form completed and all requested documents at:

CAA Insurance  
Xodus Travel Services Inc.  
PO Box 36, Station A  
WINDSOR, ON  
N9A 6J5

### EMERGENCY TRAVEL MEDICAL INSURANCE

1. A completed Claim Form (provided by “CAA Assistance” upon notification of claim).
2. For accidental dental expenses “you” must provide an accident report from the “physician” or dentist.
3. Original itemized bills from the licensed medical provider(s) stating the patient’s name, diagnosis, date and type of “treatment”, and the name, address and telephone number of the provider, as well as the original transaction documents proving that payment was made to the provider. For Canadians covered by “GHIP”, copies of itemized bills are accepted only if “you” have already dealt directly with “GHIP”.
4. Original prescription drug receipts from the pharmacist, “physician” or “hospital” indicating the name of the prescribing “physician”, prescription number, name of preparation, date, quantity and total cost.
5. For out of pocket expenses: an explanation of expenses accompanied by the original receipts.

### Definitions

“**Act(s) of terrorism**” means any activity occurring within a 72 hour period, save and except an “act of war”, against persons, organizations, property (whether tangible or intangible) or infrastructure of any nature by an individual or a group based in any country that involves the following or preparation for the following:

- use, or a threat to use, force or violence; or
- commission, or a threat to commit, a dangerous act; or
- commission, or a threat to commit, an act that interferes or disrupts an electronic, information or mechanical system;

and the effect or intention of the above is to:

- intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against its conduct or policies; or

- intimidate, coerce or put fear in the civilian population or any segment thereof; or
- disrupt any segment of the economy; or
- further political, ideological, religious, social or economic objectives to express (or express opposition to) a philosophy or ideology.

**“Act(s) of war”** means hostile or warlike action, whether declared or not, in a time of peace or war, whether initiated by a local government, foreign government or foreign group, “civil unrest”, insurrection, rebellion or civil war.

**“CAA Assistance”** means the claims and assistance provider, appointed by “us” from time to time to perform all assistance services and administer claims on “our” behalf under this “policy”.

**“Caregiver”** means a person “you” have entrusted with the care of “your” dependent(s) on a permanent, full-time basis and whose services cannot reasonably be replaced.

**“Child(ren)”** means unmarried, dependent persons under 21 years of age (under age 19 for Escort of Insured Children benefit), who reside with “you” or who are full-time students in residence at a post-secondary institution or mentally or physically handicapped persons of any age who reside with “you”, all of whom depend on “you” for support and whose name appears as “Insured(s)”.

**“Civil unrest”** means the gathering of more than one person, in reaction to an event, with the intention of causing a public disturbance inclusive of violent protests or disorder (excluding peaceful demonstrations), riots, arson, looting, occupation of institutional buildings, border infringements and armed insurrection in violation of the law.

**“Common carrier”** means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

**“Day”** means 24 consecutive hours beginning at 12:01 a.m.

**“Departure date”** means the “departure date” or start date.

**“Emergency”** means a sudden and unforeseen “medical condition” that requires immediate “treatment”. An “emergency” no longer exists when the evidence indicates that no further “treatment” are required at destination or “you” are able to return to “your” province/territory of residence for further “treatment”.

**“Family”** means “you” and/or “your” “spouse” (legal or common-law, regardless of sex) and “your” “child(ren)”, step-child(ren) or grandchild(ren) (provided they are under 21 years of age or of any age if mentally or physically handicapped), when “your” names appear respectively as the “Insured(s)”.

**“GHIP”** means a Canadian provincial or territorial government health insurance plan.

**“Hospital”** means an institution that is licensed as an accredited “hospital” that is staffed and operated for the care and “treatment” of in-patients and out-patients. “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.

A “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.

**“Hospitalization”** or **“hospitalized”** means “you” are admitted to a “hospital” and are receiving “medical treatment” on an in-patient basis.

**“Immediate family member”** means “spouse” (legal or common-law, regardless of sex), natural, adopted, foster or step-child(ren), brother, sister, step-brother, step- sister, parent, step-parent, grandparent, grandchild(ren), aunt, uncle, nephew, niece, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, legal guardian, legal ward or “key employee” of the “Insured”.

**“Injury”** means accidental bodily harm which results in loss unrelated to “sickness” or any other cause and which occurs while this coverage is in effect. The “injury” must be sufficiently serious to prompt a reasonably prudent person to consult a “physician” for the purpose of “medical treatment” and for the “physician” to certify in writing the necessity of cancelling, interrupting or delaying the “trip”.

**“Insured(s)”** means:

1. The person(s) shown as the “Insured(s)” upon which a CAA Insurance “policy” number appears as per the Coverage Summary Page;
2. While living in the same household, his or her “spouse”;
3. Any “child(ren)” up to age 21, even if temporarily residing away from the principal residence.

**“Insurer”** means CAA Insurance Company.

**“Key employee”** means an employee whose continued presence is critical to the ongoing affairs of the business during “your” absence.

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

**“Medical emergency”** means the unforeseen and emergent occurrence of symptoms for a “sickness” or “injury” which, unless “treated” immediately by a “physician”, may lead to death or to serious impairment of “your” health.

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

**“Medically necessary”** in reference to a given service or supply, means such service or supply:

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting “your” condition or quality of medical care;
- d. cannot be delayed until “your” return to “your” Canadian province or territory of residence or, for non-Canadian residents “your” country of permanent residence; and
- e. is delivered in the most cost-effective manner possible, at the most appropriate level of care and not primarily by reason of convenience.

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

**“Policy”** means this document, any riders or amendments to this document and “your” Coverage Summary Page, all of which form the entire “policy” and must be read as a whole.

**“Policy period”** means the period stipulated on the Coverage Summary Page as a start and end date for no longer than one year.

**“Pre-existing medical conditions”** means any “medical condition(s)” that exists prior to the “departure date” of “your” “trip” for which “you” have received a diagnosis and/or had “medical treatment” and/or been “hospitalized” and/or been prescribed or taken medication and/or had a change in medication and/or had a change in “medical treatment” and/or experienced new or more frequent symptoms and/or are requiring investigation (other than a routine check-up).

**“Professional”** means a person who engages in a specific activity as his/her principal occupation and for which he/she receives remuneration.

**“Reasonable and customary charges”** 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.

**“Return date”** means the earliest of:

- i. the date on which “you” are scheduled to return from any single covered “trip” (up to 4 “days”) to “your” Canadian province or territory of residence;
- ii. the date “you” actually return to “your” Canadian province or territory of residence.

**“Service Animal(s)”** means any dog(s) that is individually trained to do work or perform tasks for the benefit of an “Insured” with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The work or tasks performed by a “service animal” must be directly related to the “Insured’s” disability.

**“Sickness”** means a disease or disorder of the body which results in loss while this coverage is in effect. The “sickness” must be sufficiently serious to prompt a reasonably prudent person to consult a “physician” for the purpose of “medical treatment” and for the “physician” to certify in writing the necessity of cancelling, interrupting or delaying the “trip”.

**“Speed contest”** means an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event.

**“Spouse”** means the person to whom “you” are legally married or with whom “you” have resided for at least 12 months and whom “you” present publicly as “your” “spouse” (regardless of sex).

**“Stable”** means:

1. There has not been any new “treatment” prescribed or recommended, or change(s) to existing “treatment” including a stoppage in “treatment”;
2. There has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug;
3. The “medical condition” has not become worse;
4. There has not been any new, more frequent or more severe symptoms;
5. There has been no “hospitalization” or referral to a specialist;
6. There have not been any tests, investigation or “treatment” recommended, but not yet complete, nor any outstanding test results, and
7. There is no planned or pending “treatment”.

All of the above conditions must be met for a “medical condition” to be considered “stable”.

**“Terminal illness”** means that “you” have a “medical condition” for which a “physician” has estimated that “you” have less than six months to live.

**“Top-Up”** means the coverage “you” purchase from “us” to extend “your” “trip” “days” beyond the duration covered under the Multi-Trip Annual Plan.

**“Travel companion”** means a person accompanying “you” on the “trip”, who shares accommodation or transportation with “you” and who has paid such accommodation or transportation in advance of departure. A maximum of six persons will be considered “travel companions” (including the “insured”).

**“Travel supplier”** means a licensed: tour operator, travel wholesaler, cruise line, companies in the business of providing commercial transportation and/or commercial accommodation to the public.

**“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.

**“Trip”** for Canadian residents means travel outside “your” Canadian province or territory of residence; for non-Canadian residents’ “trip” means travel outside “your” country of permanent residence.

“**Vehicle**” means any private or rental automobile, motorcycle, mobile home or trailer.

“**We**”, “**us**” or “**our**” means CAA Insurance Company.

“**Xodus Travel Services**” means the company appointed by the “Insurer” to provide the assistance and claims services under this “policy”.

“**You**”, “**your**” and “**yourself**” means:

1. The person(s) shown as the “Insured(s)” on upon which a CAA Insurance “policy” number appears as per the Coverage Summary Page;
2. While living in the same household, his or her “spouse”;
3. Any “child(ren)” up to age 21, even if temporarily residing away from the principal residence.

## **General Terms of Agreement**

These general terms of agreement apply to all CAA Travel Insurance coverage described herein.

This “policy” is issued in consideration of “your” application, and the premium paid coverage shown on “your” Coverage Summary Page upon which a CAA Insurance “policy” number appears.

“Xodus Travel Services Inc.” has been appointed by the “Insurer” as provider of all assistance and claims services under this “policy”.

### **Premium**

Once “you” pay “your” premium and a “policy” number is issued, this “policy” becomes a binding contract that determines what benefits are payable to “you” by the “Insurer”.

Enrollment and premium collection are handled by CAA and the “Insurer”. The required premium is due and payable at the time of application and will be determined according to the schedule of premium rates then in effect.

Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of “your” payment exists.

By paying the premium for this insurance, “you” agree that “we” and “CAA Assistance” have:

- a. “your” consent to verify “your” Canadian government health insurance (“GHIP”) card number (where applicable) and other information required to process “your” claim, with the relevant government and other authorities;
- b. “your” authorization to “physicians”, “hospitals” and other medical providers (where applicable) to provide to “us” and “CAA Assistance” any and all information they have regarding “you” while under observation or “treatment”, including “your” medical history, diagnoses and test results;
- c. “your” agreement to the collection, use, and if necessary, disclosure of the information available under a. and b. above from and to other sources, as may be required for the consideration and, if applicable, processing of “your” claim for coordination of benefits obtainable from other sources; and
- d. the right to collect from “you” any amount “we” have paid on “your” behalf to medical providers or any other parties in the event that “you” are found to be ineligible for coverage or that “your” claim is invalid or benefits are reduced in accordance with any provisions of this “policy”.

### **Where Coverage is Applicable**

Coverage is applicable worldwide, except in countries at war or countries where political instability or hostility renders the area inaccessible by “CAA Assistance” services. “You” may contact “CAA Assistance” prior to “your” departure to confirm coverage for “your” “trip” destination. Phone numbers are located on page 1 and on the Insurance Card.

### **Payment of Benefits**

All payments under this “policy” are payable to “you” or on “your” behalf. Benefits for loss of life are made to “your” estate.

“You” do not have the right to designate persons to whom for whose benefit insurance money is to be payable. Any benefits paid will be payable in Canadian funds. Where benefits are payable in foreign currency, the rate of exchange is based on the rate effective on the date when the benefit is paid. No sum payable shall bear interest. All benefit limits indicated are in Canadian currency.

### **Rights of Subrogation**

“We” have the right to proceed at our own expense in “your” name against third parties or others who may be responsible for giving rise to a claim under this “policy” or who may be responsible for providing indemnity, compensation or benefits similar to this insurance. “We” have full rights of subrogation. This right of subrogation is in addition to and does not limit any other right of subrogation existing under common law, equity or statute. “You” will co-operate fully with “us” and not do anything to prejudice such rights. If “you” institute a demand or action for a covered loss, “you” shall immediately notify the “Insurer” so that the “Insurer” may safeguard its rights.

### **Coordination of Benefits**

If, at the time of loss, “you” have insurance from another source, or if any other party is responsible for benefits also provided under this “policy”, the “Insurer” will pay eligible expenses only in excess of those covered by that other insurer or other responsible party, including but not limited to, credit cards, private, provincial or territorial auto plans, any applicable benefit plans, contracts or any other insurance, whether collectable or not. This “Insurer” is a secondary payor. All other sources of recovery, indemnity payments or insurance coverage must be exhausted before any payments will be made under any of our policies. If, however, that other insurance is also “excess only”, the “Insurer” will co-ordinate payment of all eligible claims with that other insurer. All co-ordination follows guidelines set by the Canadian Life and Health Insurance Association. In no case will the “Insurer” seek to recover against employment related plans if the lifetime maximum for all in-country and out-of- country benefits is **\$100,000** or less. If “your” lifetime maximum is greater than **\$100,000**, the “Insurer” will co-ordinate benefits only above this amount.

### **General Misrepresentation**

“You” must be accurate and complete in “your” dealings with “us” at all times. “We” will not pay a claim if “you”, any person insured under this “policy” or anyone acting on “your” behalf attempt to deceive “us” or makes a fraudulent, false or exaggerated statement or claim.

### **Arbitration**

The “Insured(s)” and “Insurer” hereto agree that any dispute, controversy or claim arising out of or relating to this “policy”, including any question regarding its existence, interpretation, validity, breach, termination or claim made pursuant to it, shall be submitted to an arbitrator in the Canadian province or territory in which this “policy” was issued. The laws of the Canadian province or territory in which the “policy” was issued shall apply in the determination of any such dispute, controversy or claim. The decision of the arbitrator shall be final and no party may appeal the decision to any court.

### **Applicable Law**

This “policy” of insurance is governed by the law of the Canadian province or territory of residence of the “Insured”.

### **Notice on Privacy and Confidentiality**

The specific and detailed information requested on the application form is required to process the application. To protect the confidentiality of this information, CAA Insurance Company will establish a “financial services file” from which this information will be used to process the application, offer and administer services and process claims relative to the insurance applied for. Access to this file will be restricted to those CAA Insurance Company employees, mandataries, administrators or agents who are responsible for the assessment of risk (underwriting), marketing and administration of services and the investigation of claims, and to any other person “you” authorize or as authorized by law. These people, organizations, and service providers may be in jurisdictions outside Canada, and subject to the laws of those foreign jurisdictions.

"Your" file is secured in "our" offices or those of "our" administrator or agent. For details on "our" Privacy Policy, please visit [www.caainsurancecompany.com/privacy](http://www.caainsurancecompany.com/privacy).

### **Dispute Resolution**

"Our" Customer Complaints office is in place to ensure that decisions are fair, equitable and developed within company standards. Please refer to the Policy Conditions section # 11 Complaint Handling on "your" Property Insurance Fulfillment Package (page 7) for more information on how to file a complaint.

## **Statutory Conditions**

### **The Contract**

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

### **Waiver**

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

### **Material Facts**

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

### **Notice and Proof of Claim**

The "Insured", or a beneficiary entitled to make a claim, or the agent of any of them shall:

- a. Give written notice of claim to the "Insurer":
  - i. by delivery thereof, or by sending it by registered mail to "CAA Assistance"; or
  - ii. by delivery thereof to an authorized agent of "CAA Assistance", not later than 30 "days" from the date a claim arises under the contract on account of an accident, "sickness", "injury" or insured risk.
- b. Within 90 "days" from the date a claim arises under the contract on account of an insured risk, furnish to "CAA Assistance" such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the "sickness" or "injury", and the loss occasioned thereby, the right of the claimant to receive payment, his or her age, and the age of the beneficiary; and
- c. If so required by "CAA Assistance", furnish a satisfactory certificate as to the cause or nature of the insured risk for accident, "sickness", "injury" or insured risk for which the claim may be made under the contract and as to the duration and/ or extent of loss.

### **Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim, within the time prescribed by this statutory condition, does not invalidate the claim if:

- a. The notice or proof is given or furnished as soon as reasonably possible and in no event later than one year from the date of the accident or the date the claim arises under the contract, on account of "sickness" or "injury" if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
- b. In the case of the death of the "insured" person, if a declaration or presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

**“Insurer” to Furnish Forms for Proof of Claim**

“CAA Assistance”, shall furnish forms for proof of claim within 15 “days” after receiving notice of claim, but where the claimant has not received the forms within that time, the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, “sickness”, “injury” or insured risk giving rise to the claim and of the extent of the loss.

**Rights of Examination**

As a condition precedent to recovery of insurance money under this contract:

- a. the claimant shall afford to the “Insurer” or “CAA Assistance”, as the case may be, an opportunity to examine the person of the “Insured” when and so often as it reasonably requires while the claim hereunder is pending; and
- b. in the case of death of the “insured” person, the “Insurer” or “CAA Assistance”, as the case may be, may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

**When Money Payable**

All money payable under this contract shall be paid by the “Insurer” within 60 days after it has received proof of claim and all required documentation.

**Limitation of Arbitration Proceedings:**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002.

**Insurance Act Statutory Conditions:**

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

## In-Home Province/Territory Virtual Emergency Medical Assistance Emergency Travel Medical Insurance 4 Day Trip – Annual Coverage

### WHAT IS IN-HOME PROVINCE/TERRITORY VIRTUAL EMERGENCY MEDICAL ASSISTANCE?

The In-Home Province/Territory Virtual Emergency Medical Assistance service helps with finding the right care, at the right time, while within “your” home Province/Territory of residence.

This service allows “insureds” to speak with a live “physician” (“MD”) via a video consult link. If the “insured” chooses to use this service, they will be sent a video conference link to connect with a local MD.

The Virtual Emergency Medical Assistance service is available 24 hours a “day”, 365 “days” a year for “your” “policy period”.

### ELIGIBILITY:

Those persons that fall under the definition of “Insured” as defined by the Emergency Travel Medical Insurance 4 Day Trip- Annual Coverage “policy”.

Service Availability Date: The “departure date” or “policy period” as shown on “your” Coverage Summary Page.

Service End Date: The “return date” as shown on “your” Coverage Summary Page.

### CONDITIONS:

The In-Home Province/Territory Virtual Emergency Medical Assistance service is for “medical emergency” situations only. It is offered on “your” existing “policy” when travelling within “your” home province or staying at home/place of residence.

**Important:** The In-Home Province/Territory Virtual Emergency Medical Assistance service is not intended as a replacement for primary care, or a replacement of “emergency” services offered through provincial health programs. For urgent situations, contact “your” local emergency health provider(s).

### LIMITATIONS:

Use of the In-Home Province/Territory Virtual Emergency Medical Assistance service is limited to a maximum of four (4) virtual visits during the “policy period”, per “insured”.

**Note:** this in-home province/territory usage limit will not affect, nor will it change, “your” current out of province/territory coverage.

### ACCESSING IN-HOME PROVINCE/TERRITORY VIRTUAL EMERGENCY MEDICAL ASSISTANCE:

Refer to the “CAA Assistance” section of “your” “policy” for information. When contacting “CAA Assistance”, please provide “your” name, “your” “policy” number, “your” location, and the nature of “your” “emergency”.

Use of In-Home Province/Territory Virtual Emergency Medical Assistance is subject to the above, as well as General Conditions, General Exclusions, Definitions, General Terms of Agreement and Statutory Conditions of the original travel insurance policy.