

CAA Travel Insurance

**Emergency Medical Insurance
Individual Medical Underwriting Plan**



Policy

Effective June 1, 2021



Travel Insurance

Rewards | Insurance | Travel | Roadside | Advocacy

ELIGIBILITY

You are not eligible for any coverage under this *policy* if:

- a. ***you* have been diagnosed with a *terminal illness* for which a *physician* has estimated *you* have less than six months to live;**
- b. ***you* have been advised by a *physician* against travel at this time;**
- c. ***you* require kidney dialysis;**
- d. ***you* have ever had a bone marrow or organ transplant (except cornea transplant);**
- e. ***you* have been diagnosed with and/or received *medical treatment* for metastatic cancer in the last five years;**
- f. ***you* have been prescribed or taken home oxygen for a lung condition in the last 12 months.**

IN THE EVENT OF AN *EMERGENCY*, PLEASE CALL *CAA ASSISTANCE* IMMEDIATELY:

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.

COUNTRY

in CANADA & mainland U.S.

Australia

Costa Rica

Dominican Republic

Jamaica

Mexico

New Zealand

South Africa

Thailand

UK

Call Collect From Anywhere Else

Email if Calling is Not Possible

TOLL-FREE NUMBER

1-866-288-2161

0011-800-8877-9000

00 800-8877-9000

1-800-203-9591

1-800-204-0004

001-800-248-8561

00 800-8877-9000

00 800-8877-9000

001-800-8877-9000

00 800-8877-9000

+1-519-988-7040

orionassistance@acmtravel.ca

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

- confirm coverage;
- provide pre-approval of *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; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per accident, *sickness* or *injury*.

You will be responsible for the payment of any remaining charges.

10 DAY RIGHT TO EXAMINE

Please take the time to read *your policy* and review all of *your* coverage(s). If *you* have any questions *you* may contact *us* at 1-800-561-8807. *You* may cancel the *policy* within 10 *days* of purchase if *you* have not departed on *your trip* and there is no claim in progress.

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IMPORTANT INFORMATION ABOUT THIS *POLICY*

Canadian Life and Health Insurance Association

IMPORTANT NOTICE - READ CAREFULLY BEFORE *YOU TRAVEL*

You have purchased a travel 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. Italicized terms 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, *children* born on a *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.
- If *you* have been asked to complete a *medical questionnaire* and any of *your* answers are not accurate or complete, *your policy* will be voidable.

PLEASE READ THIS *POLICY* CAREFULLY BEFORE *YOU TRAVEL*.

It is *your* responsibility to understand *your* coverage. If *you* have questions, call 1-800-561-8807 or visit atlantic.caa.ca/insurance/travel.html.

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.

While all of the information is important, *you* should pay particular attention to the Conditions and Exclusions. These sections may limit the benefits payable to *you*.

By following the instructions in the How to File a Claim section, beginning on page 15, *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 italics. These terms are explained in the Definitions section beginning on page 16. Pay particular attention to these definitions as the *Insurer* has given a very specific meaning to these terms.

PLEASE CARRY THE INSURANCE CARD, *YOUR* PROVINCIAL HEALTH CARD, AND THIS *POLICY* WITH *YOU* WHILE TRAVELLING.

Emergency Medical Insurance

Eligibility and Purchase Conditions	<ul style="list-style-type: none"> • May be purchased by applicants <i>age</i> 60 and over. • Purchase is subject to Eligibility on the inside front cover. • <i>You</i> must be a Canadian resident covered by a government health insurance plan (<i>GHIP</i>) for the full duration of the <i>trip</i>. • Insurance must be purchased no longer than 90 <i>days</i> before the <i>departure date</i> or <i>effective date</i>.
Coverage Starts	<p>The latest of:</p> <ul style="list-style-type: none"> • The date <i>you</i> leave <i>your</i> Canadian province or territory of residence; or • The <i>departure date</i> or <i>effective date</i> shown on <i>your Medical Underwriting Agreement</i>.
Coverage Ends	<p>The earliest of:</p> <ul style="list-style-type: none"> • The date <i>you</i> return to <i>your</i> Canadian province or territory of residence; or • The <i>expiry date</i> as shown on <i>your Medical Underwriting Agreement</i>.
Maximum Age	No maximum <i>age</i> .
Maximum Benefit	<p>Up to \$5 million. Maximum \$25,000 for all Emergency Medical Insurance benefits if at time of claim:</p> <ol style="list-style-type: none"> a) <i>your GHIP</i> coverage was lapsed; and/or b) <i>you</i> did not have <i>GHIP</i> authorization to cover <i>your trip days</i> exceeding the <i>days your GHIP</i> covers outside <i>your province or territory of residence</i>.
Maximum Trip Days Including Extension	<ul style="list-style-type: none"> • Maximum <i>trip days</i> may not exceed the period for which <i>your GHIP</i> covers <i>you</i> or 212 <i>days</i>, whichever is the lesser.

EMERGENCY MEDICAL INSURANCE INDIVIDUAL MEDICAL UNDERWRITING PLAN

Provides coverage for travel outside *your* Canadian province or territory of residence.

MEDICAL QUESTIONNAIRE

Your answers on *your* completed *medical questionnaire* are the basis of and form part of *your* insurance *policy*. In the event of an accident, *injury* or *sickness*, *your* prior medical history will be reviewed as part of the claim process.

It is important that *you* immediately notify *us* at 1-800-561-8807 if any inaccuracy exists so that *you* can take immediate action to complete a new and accurate *medical questionnaire*. *Your* premium or eligibility may change.

If it is found that *you* have not answered any question asked in the *medical questionnaire* truthfully and accurately, or at time of application, *you* will be responsible for the first \$5,000 of any claim, in addition to any deductible applicable to *your policy*. *You* will also be required to pay the additional premium necessary based on true and accurate answers to the *medical questionnaire*, otherwise no future coverage will be provided under this *policy*.

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TEMPORARY RETURN TO *YOUR* CANADIAN PROVINCE OR TERRITORY OF RESIDENCE

Emergency Medical Insurance is not in effect while *you* are in *your* Canadian province or territory of residence. However, if *you* choose to return to *your* Canadian province or territory of residence for a short stay within *your* period of coverage, five *days* or less, *you* may do so without terminating *your* original *policy* and requiring a new *policy*. No refund of premium is available for the *days* while *you* are in *your* Canadian province or territory of residence.

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.

DEDUCTIBLE

The *Insurer* will pay eligible expenses for losses incurred in excess of the deductible amount, as shown on *your Medical Underwriting Agreement*, per *Insured*, per covered condition or event.

BENEFITS

The following benefits are payable as part of a covered *medical emergency* to a maximum of \$5 million 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 the period for which *your GHIP* covers *you*, or 212 *days*, whichever is the lesser, from *your departure date* or *effective date*, or until *you* are deemed medically able to travel in the opinion of the Medical Director 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: 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*.

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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 or any damage to dentures), 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 (for example, 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 *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. *your* repatriation if *your* 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 and dependent for support on the visiting *immediate family member*.

The person attending *your* bedside will not be covered under *your* insurance and should consider purchasing his/her own 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 \$1,500, subject to a limit of \$300 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*, *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 *expiry 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 *expiry date*, the subsistence allowance will only be paid upon submission of proof that *you* or the accompanying *family member* or *travel companion* was

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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*; and
- 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 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, page 6 and when approved in advance by *CAA Assistance*, **reimbursement** up to a maximum of \$250 for domestic services such as housekeeping to *your* principal residence.

10. Medical Follow-up in Canada:

When *you* have been repatriated under Benefit #7, page 6 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, orthopaedic 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 *you* 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 *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*

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member) contracted by *you* for *your 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 *your* bedside when *you* are *hospitalized* at *your 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* for the *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.

13. **Non-Medical Emergency Evacuation:**

Emergency mountain, sea or other remote location evacuation of *you* to the nearest accessible point by *professional* services up to \$5,000.

14. **Return to Trip Destination:**

When approved in advance by the Medical Director of *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; or
- 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 by *CAA Assistance*, return transportation for an *immediate family member* or close friend to identify the deceased *Insured*. The person identifying the deceased *Insured* will not be covered under *your* insurance and should consider purchasing his/her own 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 \$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 expiry 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*

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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 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 by *your expiry 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 awkward 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. Phone numbers are located on the inside front cover and page 14.

24. Urgent Messages:

Transmission of urgent messages to *family* and/or employer by multilingual *CAA Assistance* co-ordinators.

CONDITIONS

Emergency Medical Insurance is subject to the following conditions:

1. *You* must call *CAA Assistance* before obtaining *emergency treatment*, so that *we* may:

- confirm coverage; and
- provide pre-approval of *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; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per accident, *sickness* or *injury*.

You will be responsible for the payment of any remaining charges.

Phone numbers are located on the inside front cover and page 14.

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2. In the event of an accident, *injury* or *sickness*, *your* prior medical history will be reviewed as part of the claim process.
3. Premium rates and *policy* terms and conditions are subject to change without prior notice.
4. A new *medical questionnaire* is required for an extension to determine eligibility and premium. Application for an extension must be made prior to the *expiry date* of *your policy*.
5. The *Insurer* reserves the right to decline an application for insurance or an extension.
6. This insurance must be issued in Canada and must be purchased not more than 90 *days* prior to the *departure date* or *effective date*.
7. Coverage may never extend beyond the period for which *your GHIP* covers *you* or 212 *days*, whichever is the lesser, from the *departure date* or *effective date*.
8. If insurance coverage is purchased in a manner other than as stated in this *policy*, this *policy* shall be null and void and the *Insurer's* sole liability will be limited to the refund of the premium paid.
9. If any benefit is duplicated under a similar benefit in this *policy* or 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.
10. Where not specified, airfares are one-way and economy class.
11. If the *Insurer* pays *your* health care provider or reimburses *you* for covered expenses, it 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.
12. *CAA Assistance* must approve in advance any surgery or invasive procedure (including, but not limited to, cardiac catheterization), prior to the *Insured* undergoing such a procedure. It remains *your* responsibility to inform *your* attending *physician* to call *CAA Assistance* for approval in advance, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.
13. 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*.
14. The *Insurer* is not responsible for the availability, quality or results of any *medical treatment* or transportation, or the *Insured's* failure to obtain *medical treatment* or *hospitalization*.
15. Recurrence or ongoing *treatment* once the *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 the Medical Director of *CAA Assistance* determine that *your emergency* has ended.
16. Any benefits payable for *acts of terrorism* are in 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*.

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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 *you* are entitled to *your* pro rata share of such aggregate maximum limit. If, in *our* judgement, 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 and after all other avenues for reimbursement have been explored.

EXCLUSIONS

No coverage shall be provided under this *policy* 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. Any *pre-existing medical condition(s)* not listed as a *declared pre-existing medical condition(s)* on the *Medical Underwriting Agreement* that *you* received from *us*, or any *change* in *your* health status or *change in medication(s)* not reported to *us* prior to *your departure date* or *effective date*.
2. *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* have this coverage. If *GHIP* is not in force, this insurance is subject to a maximum of \$25,000.
3. Abuse of alcohol, drugs or intoxicants

Situations where *your* claim will not be paid:

- 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*.
 - 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).
4. 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.
 5. Suicide (including any attempt or threat) or self-inflicted *injury* whether or not *you* are sane.
 6. 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.
 7. Travelling for the purpose of obtaining *treatment*
Situation where no benefit will be paid:
 - 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.
 8. Travelling when *treatment* could be expected
Situation where no benefit will be paid:
 - Any future investigation or *treatment* (except routine monitoring)

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is planned before *your trip*; or

- Any *medical condition* or symptoms for which it is reasonable to believe or expect that *treatments* will be required during *your trip*.

9. Sports and High Risk Activities

Accident or a *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: 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 maneuvers or training exercises of the armed forces.
 - c. any sporting activity for which *you* are paid;
 - d. any competition, *speed contest* 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.
10. 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.
11. For *policy extensions*: *sickness* or *injury* which first appeared, was diagnosed or received *medical treatment* after the *departure date* and prior to the *effective date* of the insurance extension.
12. 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 (see Benefit #19, page 8).
13. 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*.
14. 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 the Medical Director of *CAA Assistance* determines that *your emergency* has ended.

Emergency Medical Insurance

15. Cataract surgery or services provided by a naturopath or an optometrist in a convalescent home, nursing home, rehabilitation centre or health spa, excluding Benefit #10, page 6.
16. Air ambulance services unless approved in advance and arranged by *CAA Assistance*.
17. Upgrading charges or cancellation penalties for airline tickets, unless approved in advance by *CAA Assistance*.
18. Damage to or loss of sunglasses (non-prescription), contact lenses, or prosthetic teeth or limbs, and resulting prescription thereof.
19. Expenses for which no charge would normally be made in the absence of insurance.

20. 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.

21. War

Situation where *your* claim will not be paid:

Claims related to:

- an *act of war* whether declared or undeclared.

22. Travel advisory

Situations where *your* claim will not be paid:

- 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 effective date*.

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 site.

23. Despite any provision to the contrary within this *policy* or any endorsement 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.
24. Emergency Medical Insurance benefits in *your* Canadian province or territory of residence except for Benefits #9 and #10, page 6.
25. 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.
26. Travel against medical advice
 - Any claim incurred after a *physician* advised *you* not to travel.

Extensions

AUTOMATIC EXTENSION OF COVERAGE

Coverage will be extended automatically without additional premium if *your* return to the point of departure is delayed beyond *your expiry date* solely because of one of the following reasons:

- a. delay of the means of transportation provided the scheduled carrier was due to arrive at the departure point by the *expiry date*, and provided that the journey is completed in a reasonable amount of time; or
- b. if driving, delay due to inclement weather provided the return journey commences prior to the *expiry date*; or
- c. the personal means of transportation in which *you* are travelling is involved in an accident or mechanical breakdown that prevents *you* from returning to *your* Canadian province or territory of residence on or before *your expiry date* provided *your* return journey commences prior to the *expiry date*; or
- d. delay due to a sudden, unforeseen and emergent *sickness, injury*, or quarantine of *you, your* accompanying *family member* or *travel companion*.

You must notify CAA Assistance of the delay prior to the *expiry date*.

You will be required to provide proof of the reason for *your* delay in the event that *you* have to file a claim.

Coverage is extended for a period of five *days*, or for the period of *hospitalization* plus five *days* after discharge from the *hospital* or until deemed medically able to travel by the Medical Director of *CAA Assistance*. This benefit does not include any costs associated with flight change arrangements, with the exception of *emergency* repatriation that is approved in advance by the Medical Director of *CAA Assistance*.

Coverage may never extend beyond the period for which *your GHIP* covers *you* or 212 *days*, whichever is the lesser, from the *departure date* or the *effective date*.

VOLUNTARY EXTENSION OF COVERAGE

We will extend the number of *trip days* on *your* coverage beyond *your expiry date*, provided that:

1. There is no cause for a claim against this *policy*.
2. *You* apply for the extension prior to the *expiry date* of *your policy* AND complete a new *medical questionnaire* to determine eligibility and premium for the extension.
3. The extension is requested, approved by *us* and *you* have paid any additional required premium for such extension prior to the *effective date* of the extension.
4. The total period of coverage for any single covered *trip*, including the extension requested, does not exceed the period for which *your GHIP* covers *you* or 212 *days*, whichever is the lesser.

What To Do If *You* Need An Extension

Have *your policy* number or *Medical Underwriting Agreement* with *you* and contact *us* at 1-800-561-8807.

Refunds

A refund of premium may be available **provided no claim has been paid, incurred or reported under this policy.**

- **Full refunds** must be requested and approved by *us* prior to the *departure date* or *effective date* of the *trip*.
- **Partial Refunds** must be requested and approved by *us* prior to the

Refunds

expiry date of the *trip*. Proof of early return (for example, customs or immigration stamp, gas receipts) is required. Any refund is calculated from the postmarked date of written request, the actual date *you* visited/called CAA to request the refund, or the date shown on *your* proof of early return, whichever occurs first.

What To Do If *You* Need A Refund

Have *your policy* number or *Medical Underwriting Agreement* with *you* and contact *us* at 1-800-561-8807.

CAA Assistance

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

WHAT TO DO IF *YOU* NEED CAA ASSISTANCE

Have *your policy* number or *Medical Underwriting Agreement* with *you* at all times and contact CAA Assistance at the telephone number(s) listed below.

<u>COUNTRY</u>	<u>TOLL-FREE NUMBER</u>
in CANADA & mainland U.S.	1-866-288-2161
Australia	0011-800-8877-9000
Costa Rica	00 800-8877-9000
Dominican Republic	1-800-203-9591
Jamaica	1-800-204-0004
Mexico	001-800-248-8561
New Zealand	00 800-8877-9000
South Africa	00 800-8877-9000
Thailand	001-800-8877-9000
UK	00 800-8877-9000
Call Collect From Anywhere Else	+1-519-988-7040
Email if Calling is Not Possible	orionassistance@acmtravel.ca

When contacting CAA Assistance, please provide *your* name, *your policy* number, *your* location and the nature of *your* emergency.

WHAT HAPPENS WHEN *YOU* CALL CAA ASSISTANCE ?

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, whenever 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, whenever possible;

CAA Assistance

- 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, whenever possible, to have any medical expenses billed directly to *us*.

WHY ARE YOU REQUIRED TO CALL CAA ASSISTANCE?

1. *You* must call *CAA Assistance* before obtaining *emergency treatment*, so that *we* may:
 - confirm coverage;
 - provide pre-approval of *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; and
- in the event of out-patient medical consultation, a maximum of one (1) visit per accident, *sickness* or *injury*.

You will be responsible for the payment of any remaining charges.

2. 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*.
3. *CAA Assistance* must approve certain benefits in advance. Check the benefits section to see which benefits this applies to.
4. If *you* pay eligible expenses directly to a health service provider without prior approval by *CAA Assistance*, these services will be **reimbursed** to *you* on the basis of the *reasonable and customary charges* that would have been paid directly to such provider by the *Insurer*. Medical charges that *you* pay may be higher than this amount, therefore *you* will be responsible for any difference between the amount *you* paid and the *reasonable and customary charges* reimbursed by the *Insurer*.

LIMITATION ON CAA ASSISTANCE SERVICES

CAA Assistance reserves the right to suspend, curtail or limit services in any area or country in the event that war, political instability or hostility renders the area inaccessible by *CAA Assistance*. *CAA Assistance* will use its best efforts to provide services during any such occurrence.

You may contact *CAA Assistance* prior to *your* departure to confirm coverage for *your trip* destination.

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 benefits section to see which benefit(s) this applies to.

How to File a Claim

SUBMITTING *YOUR* CLAIM

You must substantiate *your* claim by providing the documents described below. The *Insurer* is not responsible for charges levied in relation to any such documents.

1. A completed Medical Expenses 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 the *Insured* has 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.

Indicate *your policy* number on all correspondence and send the claim form and all required documents to:

CAA Travel Insurance

Active Care Management Inc.

PO Box 308 Station A

Windsor, Ontario N9A 6K7

Email: orionclaims@acmtravel.ca

Phone Numbers: Located on inside front cover and page 14

Definitions

ACM or **Active Care Management Inc.** means the company appointed by the *Insurer* to provide the assistance and claims services under the *policy*.

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.

Age refers to *your age* on the date of insurance application.

Definitions

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.

Change means *you* have experienced an increase in symptoms, developed new symptoms, required investigation, required a *change* in frequency or dosage of medication, required a *change* in *treatment*, were *hospitalized*, required medical consultation (other than a routine examination) or had a deterioration of an existing condition.

Change in medication means the medication dosage or frequency has been reduced, increased, stopped and/or new medications have been prescribed. Exceptions:

- an adjustment to the insulin or Coumadin (Warfarin) dosage *you* are currently taking provided it is not newly prescribed or stopped and there has been no *change to your medical condition*; and
- a change from a brand name medication to a generic brand medication (insofar as the dosage is not modified).

Child(ren) means unmarried, dependent persons under 26 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. For Benefit #11, page 6, *child(ren)* also means *child(ren)* who are under *your* care during *your trip* and are covered under a CAA Travel Insurance *policy* underwritten by *us*.

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.

Declared pre-existing medical condition(s) means any *pre-existing medical condition(s)* that *you* disclosed to *us* at time of application and which are recorded as such on *your Medical Underwriting Agreement*.

Departure date means the *departure date* or *effective date* shown on *your Medical Underwriting Agreement*.

Effective date means the latest of the following:

- a. the date *you* leave *your* Canadian province or territory of residence; or
- b. the *departure date* or *effective date* shown on *your Medical Underwriting Agreement*.

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* is required at destination or *you* are able to return to *your* province/territory of residence for further *treatment*.

Expiry date means the earliest of:

- a. the date on which *you* are scheduled to return to *your* Canadian province or territory of residence as shown on *your Medical Underwriting Agreement*; or
- b. the date *you* actually return to *your* Canadian province or territory of residence; or
- c. the *expiry date* as shown on *your Medical Underwriting Agreement*.

Definitions

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 26 years of *age* OR of any *age* if mentally or physically handicapped.

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 means the person named as *Insured* on the *Medical Underwriting Agreement* upon which a CAA Travel Insurance *policy* number appears.

Insurer means Orion Travel 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 Questionnaire means the *medical questionnaire* found in Part II of *your Medical Underwriting Agreement* that contains medical questions that *you* were required to answer when *you* applied for coverage under this *policy*.

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.

Medical Underwriting Agreement means the document *you* received from *us* after *you* have been medically underwritten, which includes *your* confirmation of coverage, *your* responses to the *medical questionnaire*, and specifies *your* declared *pre-existing medical condition(s)* covered under this *policy*.

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;

Definitions

- 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; 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, the application, any *medical questionnaire*, and the *Medical Underwriting Agreement*, all of which form the entire *policy* and must be read as a whole.

Pre-existing medical condition(s) means any *medical condition(s)* that exists prior to the *departure date* or *effective 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 is engaged 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.

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*; and
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; and
3. The *medical condition* has not become worse; and
4. There has not been any new, more frequent or more severe symptoms; and
5. There has been no *hospitalization* or referral to a specialist; and
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*.

Definitions

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

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 and/or travel wholesaler and/or cruise line and/or companies in the business of providing commercial transportation and/or commercial accommodation to the public.

Treated/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 means travel outside *your* Canadian province or territory of residence.

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

We, us or our means Orion Travel Insurance Company.

You, your and yourself means the person shown as the "*Insured*" on the *Medical Underwriting Agreement* upon which a CAA Travel Insurance *policy* number appears.

General Terms of Agreement

These general terms of agreement apply to the Emergency Medical Insurance coverage described herein.

This *policy* is issued in consideration of *your* application, and the premium paid in advance of travel dates, for coverage shown on the *Medical Underwriting Agreement* upon which a CAA Travel Insurance *policy* number appears.

Active Care Management 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 Orion Travel Insurance Company. 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 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 including but not limited to coordination of benefits obtainable from other sources; and

General Terms of Agreement

- 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*.

Deductible

The *Insurer* will pay eligible expenses for losses incurred in excess of the deductible amount, as shown on *your* Declaration Page, per *Insured*, per covered condition or event. **All deductible amounts are stated in U.S. currency.**

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 the inside front cover and page 14.

Payment of Benefits

All payments under this *policy* are payable to *you* or on *your* behalf.

You do not have the right to designate persons to whom or for whose benefit insurance money is 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 rising 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.

Co-ordination 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 collectible 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 payments 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.

General Terms of Agreement

Misrepresentation of *Your* Health/Medical Information

This *policy* is issued on the basis of information in *your* application or provided in connection with *your* application (including answers to the *medical questionnaire*, if required). When completing the application and answering the medical questions, *your* answers must be complete and accurate. In the event of a claim, *we* will review *your* medical history. If any of *your* answers are found to be incomplete or inaccurate *your* coverage will be void, which means *your* claim will not be paid.

Misrepresentation of Material Facts Other Than *Your* Health/Medical Information

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* 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 this *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, Orion Travel 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 Orion Travel 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. *You* may request to review the personal information it contains and make corrections by writing to: Privacy Officer, Orion Travel Insurance Company, 60 Commerce Valley Drive East, Thornhill, Ontario L3T 7P9.

Dispute Resolution

At Orion Travel Insurance Company (Orion), *we* have a very defined escalation process to ensure that *our* customers have every possible recourse should underwriting, pricing, sales, claims or service issues arise. *Our* Customer Complaints Office is in place to ensure the decision is fair, equitable and developed within company standards.

Orion is also a member of the General Insurance Ombudservice, an independent dispute resolution service. Customers are encouraged to first attempt to resolve their complaint directly with Orion before accessing the General Insurance Ombudservice.

General Terms of Agreement

You may contact *our* Customer Complaints Office by phone, fax, email or by regular post:

Attention: Customer Complaints Office
Orion Travel Insurance Company
60 Commerce Valley Drive East
Thornhill, Ontario L3T 7P9

Phone: (905)-747-4900
Toll Free: 1-855-674-6684
Fax: 905-771-3357
Email: orioninfo@OrionTi.ca

Statutory Conditions

The Contract

The application, this *policy*, any document attached to this *policy* when issued, and any amendment to the contract agreed upon in writing after 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*.

Copy of Application

The *Insurer* shall, upon request, furnish to the *Insured* or to a claimant under the contract a copy of the application/contract form.

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 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.

Statutory Conditions

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 person insured, 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 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 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 person *Insured*, 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 is 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 Insurance Act, or other applicable legislation.

Insurance Act Statutory Conditions

Despite any other provisions contained in the *policy*, this *policy* is subject to the applicable statutory conditions in the Insurance Act, as applicable in *your* province or territory of residence, respecting contracts of accident and *sickness* insurance.

This *policy* is effective June 1, 2021 and is underwritten by Orion Travel Insurance Company.

CAA Travel Insurance

CAA Travel Insurance is underwritten by Orion Travel Insurance Company.



Please contact *CAA Assistance* for *emergency* assistance, medical management, coordination of benefits and to arrange direct billing with a healthcare provider.

Service Providers: 1-866-288-2161
Address: 535 Griswold Street, Ste 111-609 Detroit, MI 48226



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CAA Travel Insurance is underwritten by Orion Travel Insurance Company. Certain exclusions, limitations and restrictions apply.