



## TD Insurance Multi-Trip All-Inclusive Plan Policy of Insurance

Issued by: TD Life Insurance Company (for medical covered causes) and TD Home and Auto Insurance Company (for non-medical covered causes). Global Excel Management Inc. ("Global Excel") provides Claims and Assistance services and CanAm Insurance Services (2018) Ltd. ("CanAm"), a subsidiary of Global Excel, provides sales and policy administration

**IN THE EVENT OF AN *EMERGENCY*, you must call our administrator, Global Excel, immediately:**

From Canada and U.S., call Toll Free 1-833-962-1140 / From anywhere, call collect +1-519-988-7629.

**RIGHT TO EXAMINE POLICY** – You have the right to cancel within 10 days of receipt of this *policy* and receive a full refund if a claim has not been paid, incurred or reported and you have not already departed on your covered *trip*. Upon such request, this *policy* will be considered to never have been in effect and the *insurer* will have no liability under this insurance. You must notify CanAm if you wish to cancel your coverage.

For information on refunds after the 10-day period, please refer to the Refunds section in this *policy*.

### **24-hour Emergency Assistance**

In an *emergency*, you must call Global Excel immediately. If not, benefits will be limited as described in Section 14, under "General Provisions and Limitations." Some expenses will only be covered if Global Excel approves them in advance.

You can get help 24 hours a day, seven days a week by calling:

- from Canada or the U.S., toll-free, 1-833-962-1140; or
- from other countries, +1-519-988-7629, collect.

### **Claims Support**

To request a claim form or to receive claim-related support, call Global Excel from 8 a.m. to 8 p.m. ET, Monday to Friday, toll-free at 1-833-962-1140 or collect +1-519-988-7629.

### **Changes to Your Coverage**

To cancel your insurance or to make changes to your coverage, call CanAm from 8 a.m. to 9 p.m. ET, Monday to Friday, and 9 a.m. to 5 p.m. ET on Saturday, toll-free at 1-833-962-1143.

## Table of Contents

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<b>Important Notice</b> .....	<b>3</b>
<b>Assistances Services</b> .....	<b>3</b>
<b>Definitions</b> .....	<b>4</b>
<b>Section 1: Important Notices</b> .....	<b>7</b>
<b>Section 2: Eligibility Criteria</b> .....	<b>7</b>
<b>Section 3: Plans Offered</b> .....	<b>8</b>
<b>Section 4: Insurance Agreement</b> .....	<b>12</b>
<b>Section 5: Medical Benefits</b> .....	<b>12</b>
<b>Section 6: Trip Cancellation and Interruption Benefits</b> .....	<b>15</b>
<b>Section 7: Accidental Death and Dismemberment</b> .....	<b>18</b>
<b>Section 8: Baggage and Personal Effects</b> .....	<b>19</b>
<b>Section 9: Supplementary Non-Medical Benefits</b> .....	<b>20</b>
<b>Section 10: General Exclusions</b> .....	<b>20</b>
<b>Section 11: Extension of Coverage</b> .....	<b>22</b>
<b>Section 12: Refunds</b> .....	<b>22</b>
<b>Section 13: Claims Procedures</b> .....	<b>23</b>
<b>Section 14: General Provisions and Limitations</b> .....	<b>24</b>
<b>Section 15: Statutory Conditions</b> .....	<b>26</b>
<b>Complaint-Handling Process for TD Life Insurance Company</b> .....	<b>28</b>

Coverage under this <i>policy</i> is provided by:	Claims Administration and adjudication services are provided by:	Sales and <i>policy</i> administration services are provided by:
<p><b>TD Life Insurance Company (Insurer)</b> P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2</p> <p><b>TD Home and Auto Insurance Company (Insurer)</b> P.O. Box 1 TD Centre Toronto, Ontario M5K 1A2</p>	<p><b>Global Excel Management Inc. (Administrator)</b> 73 Queen Street Sherbrooke, Quebec J1M 0C9 1-833-962-1140 or +1-519-988-7629</p>	<p><b>CanAm Insurance Services (2018) Ltd. (Administrator)</b> 73 Queen Street Sherbrooke, Quebec J1M 0C9 Phone: 1-833-962-1143</p>

## Important Notice

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- Please read the *policy* carefully before *you* travel.
- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that *you* read and understand *your policy* before *you* travel, as *your* coverage may be subject to certain limitations and exclusions.
- Pre-existing medical condition exclusions may apply to medical conditions and/or symptoms that existed prior to *your* trip. Refer to *your policy* to determine how these exclusions may affect *your* coverage and how they relate to *your departure date*, date of purchase or *effective date*.
- In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed when a claim is reported.
- *You* are required to contact TD Insurance Assistance, which is administered by Global Excel Management Inc. (hereinafter called "Global Excel") for prior approval of all treatments. If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. This clause will not apply if the total expenses incurred do not exceed \$500.
- **This *policy* contains clauses which may limit the amounts payable.**
- All amounts are in Canadian currency, unless indicated otherwise.
- **This *policy* contains a provision removing or restricting the right of the *insured person* to designate persons to whom or for whose benefit insurance money is to be payable.**

### **IN THE EVENT OF AN *EMERGENCY* OR TO REPORT A CLAIM, YOU MUST CALL TD INSURANCE ASSISTANCE, ADMINISTERED BY GLOBAL EXCEL, IMMEDIATELY:**

From Canada and U.S., call 1-833-962-1140  
From anywhere, call collect +1-519-988-7629

## Assistances Services

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**TD Insurance Assistance, administered by Global Excel, answers *your* questions 24 hours a day, 7 days a week.**

### **Emergency Call Centre**

No matter where *you* travel, professional assistance personnel are ready to take *your* call. From Canada and the U.S., call 1-833-962-1140; from anywhere, call collect +1-519-988-7629.

## Referrals

Global Excel can refer *you* to the preferred medical providers (*hospitals*, clinics and *physicians*) that are closest to where *you* are staying. With a referral, it is less likely that *you* will have to pay for services out-of-pocket.

## Benefit Information

Interpretation of *your policy* is available to *you* and to the medical providers who are treating *you*.

## Case Management

Our experienced and professional team, available 24 hours a day, will monitor the services given in the event of an emergency. If necessary, we will help *you* to return to Canada for the care *you* need.

## Urgent Message Relay

In the event of an *emergency*, we will contact *your travelling companion* to keep him/her apprised of *your* situation, and we will help *you* exchange important messages with *your* family.

## Interpretation Service

We can connect *you* to a foreign language interpreter when required for *emergency* services in foreign countries.

## Direct Billing

Whenever possible, we will instruct the *hospital* or clinic to bill Global Excel directly.

## Claims Information

We will answer any questions *you* have about the eligibility of *your* claim, our standard verification procedures and the way that *your policy* benefits are administered.

## Worldwide, 24-hour toll-free telephone service also provides *you* with:

- a) Pre-travel information
- b) Assistance in contacting *your* family, employer, personal *physician* or other medical professionals
- c) Assistance in obtaining a second opinion if you have doubts about *your treatment* or progress
- d) Assistance in arranging payments and transfer of funds
- e) Notification to medical facilities of *your* insurance coverage
- f) Assistance in locating legal assistance
- g) Assistance in replacing lost or stolen travel documents and recovering misdirected luggage

# Definitions

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Throughout this *policy*, defined words are written in italics.

**"Accident"** means a fortuitous, sudden, unforeseen, and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

**"Actual Cash Value"** means the estimated value at the time of loss.

**"Aircraft"** means a fixed wing multi-engine transport *aircraft* with an authorized take-off weight greater than 35,000 lbs. (15,900 kg) operated between licensed airports by a scheduled or charter airline of Canadian or foreign registry holding a valid National Transportation Agency License, Regular Specific Point or Charter Air Carrier License or its foreign equivalent, insofar as the *aircraft* is being used at the time as a conveyance in the capacity authorized by the airline's Scheduled Regular Specific Point or Charter Air Carrier License.

**"Anniversary Date"** Means the date one (1) year from *your effective date* and, if *you* renew *your policy*, subsequent anniversaries of *your effective date*.

**"Caregiver"** means a person you *have* entrusted with the care of *your dependent child(ren)*.

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

**"Confirmation of Insurance"** means the document *you* receive when *you* apply for new or additional coverage which includes *your policy* number and confirms the coverage *you* have purchased.

**"Contracted"** in reference to a destination, a date or the time and place of arrival or departure, means that which is indicated in the travel documents for the *covered trip*.

**"Covered trip"** means the travel arrangements which *you* have *contracted* and paid in advance of departure and for which an insurance premium has been paid to cover the total non-refundable amount of *your* non-transferable travel arrangements.

**"Dependent Child(ren)"** means *your* natural, adopted, or step-children who are:

- a) unmarried; and
- b) dependent on *you* for financial maintenance and support; and
  - i. under 22 years of age, or
  - ii. under 26 years of age and attending an institution of higher learning, full-time, in Canada; or
  - iii. mentally or physically handicapped.

Note: A dependent child does not include a child who is born while the child's mother is outside her province or territory of residence during the *covered trip*, and as such, the child will not be insured with respect to that trip.

**"Departure date"** means each date on which *you* leave *your* province or territory of residence.

**"Effective date"** means the date on which the coverage under this *policy* begins, as specified in *your confirmation of insurance*.

**"Eligible expenses"** means costs *you* incur which are payable by the *insurer* based on the benefits, terms, limitations, conditions and exclusions of this *policy*.

**"Emergency"** means that *you* require immediate *medical treatment* for the relief of acute pain or suffering resulting from an unexpected and unforeseen *sickness* or *injury* occurring while on a trip and that such *medical treatment* cannot be delayed until *your* return to *your* province or territory of residence.

**"Hospital"** means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of *sickness* or *injury* in the acute phase, or active treatment of chronic conditions; which has facilities for diagnosis, major surgery, and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, nor a facility operated exclusively for the treatment of persons who are mentally ill, aged, drug or alcohol abusers.

**"Hospitalized"** or **"Hospitalization"** means an *insured person* occupies a *hospital* bed for more than 24 hours for *medical treatment* and for which admission was recommended by a *physician* when *medically necessary*.

**"Immediate family member"** means *your* mother, father, sibling, son, daughter, *spouse*, grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepparents or the person for whom *you* are the legal guardian.

**"Injury"** means an unexpected and unforeseen harm to the body caused by an *accident*, occurring while on a trip and requiring immediate *emergency* treatment that is covered by this *policy*. 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 or interrupting the *covered trip*.

**"Insurer"** means TD Life insurance Company (for medical covered causes) and TD Home and Auto Insurance Company (for non-medical covered causes) who provides this insurance.

**"Insured Person"** means the person who is named as the *insured person* on the *confirmation of insurance* and for which the appropriate premium has been paid.

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

**“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 *hospitalization*, basic 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; and
- d) cannot be delayed until *your* return to *your* province or territory of residence.

**“Minor ailment”** means any *sickness or injury* which does not require:

- a) the use of medication for a period greater than 15 days;
- b) more than one follow-up visit to a *physician*;
- c) *hospitalization*;
- d) surgical intervention; or
- e) referral to a specialist;
- f) and which ends at least 30 consecutive days prior to the *departure date* of each trip. However, a chronic condition or any complication of a chronic condition is not considered a *minor ailment*.

**“Ongoing condition”** refers to the continuing care and/or treatment of an acute *sickness and/or injury* after the initial *emergency* has ended as determined by the *insurer*.

**“Physician”** means a medical practitioner whose legal and professional standing within his/her jurisdiction is equivalent to that of a Doctor of Medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he/she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his/her license authority. A *physician* must be a person other than *yourself* or an *immediate family member*.

**“Policy”** means this *policy* of insurance.

**“Reasonable and customary costs”** means costs that are incurred for approved, eligible medical services or supplies that do not exceed the average reimbursement the provider receives for all services rendered to its patients, up to a maximum of one and a half times the rate that would be applicable if the costs were payable by US Medicare.

**“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*.

**“Spouse”** means the person who the *insured person* is legally married to; or the person the *insured person* has lived with for at least one (1) year and publicly refers to as his or her domestic partner.

**“Stable”** means any medical condition (other than a *minor ailment*) for which all of the following statements are true:

- a) there has been no new diagnosis, treatment or prescribed medication;
- b) there has been no change in treatment or change in medication, including the amount of medication to be taken, how often it is taken, the type of medication or change in treatment frequency or type. Exceptions: the routine adjustment of Coumadin, Warfarin, insulin or oral medication to control diabetes (as long as they are not newly prescribed or stopped) and a change from a brand name medication to a generic brand medication (insofar as the dosage is not modified);
- c) there has been no new symptom, more frequent symptom or more severe symptom;

- d) there have been no test results showing deterioration;
- e) there has been no *hospitalization* or referral to a specialist (made or recommended) and *you* are not awaiting results and/or further investigations for that medical condition.

**"Sum Insured"** means the maximum sum payable that applies to a given insurance coverage as described in Section 3.

**"TD Insurance Meloche Monnex"** means the Business name of Security National Insurance Company.

**"Travelling Companion"** means any person who travels with *you* during the *covered trip* and who is sharing transportation and/or accommodation with *you*.

**"Travel Visa"** means the visa required for *your* entrance to a foreign country (not an immigration, employment, or student visa).

**"Treated"** means that *you* have been *hospitalized*, have been prescribed medication (including prescribed as needed), have taken or are currently taking medication or have undergone a medical or surgical procedure.

**"Vehicle"** means any automobile, station wagon, mini-van, sports utility *vehicle* (for on road use), motorcycle, boat, pick-up truck or a mobile home, camper truck or trailer home, used exclusively for the transportation of passengers other than for hire, in which *you* are a passenger or driver during *your* trip. This definition does not apply to exclusion 28 (see Section 10 - General Exclusions).

**"You, Your, Yourself"** means the *insured person* and, if applicable, their eligible *spouse* and/or *dependent child(ren)*.

## Section 1: Important Notices

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### **All benefit limits indicated are in Canadian currency.**

*You* must contact *our* administrator, Global Excel, immediately, prior to seeking treatment; or for Trip Cancellation and Interruption or Non-Medical benefits, *you* must call on the day the insured risk occurs. Do not assume that someone will contact Global Excel on *your* behalf. It remains *your* responsibility to ensure that Global Excel has been contacted prior to receiving treatment or as soon as reasonably possible. If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. This clause will not apply if the total expenses incurred do not exceed \$500.

If *you* pay *eligible expenses* directly to a health service provider without prior approval by Global Excel, these services will be reimbursed to *you* on the basis of the *reasonable and customary costs* that would have been paid directly to such provider by the *insurer*. Medical charges *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 costs* reimbursed by the *insurer*.

## Section 2: Eligibility Criteria

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**1. *You* must meet the following criteria to be eligible for this insurance.** If the *insured person, spouse* or *dependent child(ren)* do not meet one or more of the following criteria, this person is not covered under this insurance.

- a) *You* must be a Canadian resident and be covered by the government health insurance plan of *your* Canadian province or territory of residence for the entire duration of *your* trip. *You* must also remain covered by the government health insurance plan of *your* Canadian province or territory of residence during *your* trip(s) and at the time *you* incur a claim;
- b) *You* must NOT be travelling against the advice of a *physician* or have been diagnosed with a terminal illness. A terminal illness means that *you* have a medical condition that is cause for a *physician* to estimate that *you* have less than six months to live or for which palliative care has been received;
- c) *You* must NOT have a kidney disease requiring dialysis; and

d) You must be at least 15 days old.

## Section 3: Plans Offered

Plan	Age	Maximum Trip duration
Multi-Trip All-Inclusive (Medical, Trip Cancellation and Interruption, Accidental Death and Dismemberment, Baggage and Personal Effects, Baggage Delay)	15 days to 59 years old	60 consecutive days
	60 years old and over	A choice of 22 or 30 consecutive days

Plan	Age	Maximum Trip duration
Top up or Optional Extension of Multi-Trip All Inclusive Plan	15 days to 59 years old	Maximum of 182 days (or any number of days allowed in <i>your</i> province or territory of residence)
	60 years old and over	Maximum of 30 days. Only available on 22-day Annual Plan. Other coverage options may be available by calling one of our CanAm representatives at 1-833-962-1143.
Additional Optional Trip Cancellation	All ages	Premium is based on <i>sum insured</i> and sold per person, per covered trip

Benefits	Sum Insured
Medical	Up to \$5 million per <i>insured person</i> , per trip
Trip Cancellation	Up to \$2,500 per <i>insured person</i> or up to \$5,000 maximum per family for each annual period of coverage.
Trip Interruption	Up to \$5,000 per <i>insured person</i> , per covered trip
Accidental Death and Dismemberment <i>Flight Accident</i>	Up to \$200,000 per <i>insured person</i> , up to \$1 million for each annual period of coverage
Accidental Death and Dismemberment <i>Common Carrier Accident</i>	Up to \$100,000 per <i>insured person</i> , up to \$500,000 for each annual period of coverage
Baggage and Personal Effects Personal Effects and Document Replacement	Up to \$1,000 per trip, up to \$2,000 for each annual period of coverage
Baggage and Personal Effects Baggage Delay	Up to \$400 per trip, up to \$800 for each annual period of coverage
Supplementary Non-Medical Benefits	Up to \$5,000 (see benefit details in Section 9)

## OPTIONAL BENEFIT

You may purchase additional trip cancellation coverage by contacting our CanAm representative at 1-833-962-1143:

Benefit	Sum Insured
Additional Optional Trip Cancellation	\$1,000, \$2,500 or \$5,000 per person, per covered trip

## MULTI-TRIP PLAN

- a) Provides *Emergency* Travel Medical, Trip Cancellation, Trip Interruption, Accidental Death and Dismemberment, Baggage and Personal Effects, Baggage Delay and Supplementary Non-Medical benefits (see supplementary non-medical benefit details in Section 9) for the *insured person, spouse* and eligible *dependent child(ren)* for any number of trips outside Canada during the *policy* period of coverage of up to 60 consecutive days for *insured person* age 15 days to 59 years old (22 or 30 consecutive days, as indicated on *your confirmation of insurance*, for *insured person* age 60 years old or over). The Trip Duration for the Annual Plan when travelling outside *your* home province or territory of residence, is based on *your* age on the *effective date* of the *policy*.
- b) Trips must be separated by a return to *your* province or, territory of residence.
- c) This insurance is issued for a maximum period of coverage of one year commencing on the *effective date* and terminating on the expiry date as indicated on *your confirmation of insurance*.
- d) You are not required to provide advance notice of the departure and return dates of each trip; however, *you* will be required to provide evidence of *your departure date* and return date when filing a claim (e.g., airline ticket or customs/ immigration stamp).
- e) All *insured persons* may travel independently of one another.
- f) If the value of *your* trip exceeds the amount of Trip Cancellation benefits offered under the Annual Plan, an Additional Optional Trip Cancellation Plan may be purchased to cover the additional value of *your* trip (see details in Section 3 – Plans Offered - Additional Optional Trip Cancellation).
- g) Top Ups or Optional Extensions are available (see Section 11). For trips outside Canada longer than 60 days for *insured person* age 15 days to 59 years old (22 days for *insured person* age 60 years and over), Top Up coverage is available. Top Up commences the day after the expiry of the Annual plan trip duration (see stipulations in Top Ups and Optional Extensions section).
- h) An Annual Plan cannot be used as a Top Up to another Annual Plan other than under the following exceptional circumstances:

## MULTI-TRIP PLAN EXCEPTION

If *you are* travelling on a trip that extends beyond the expiry date of *your* Annual Plan and *you* have purchased a new Annual Plan prior to *your* departure with the same plan option (22, 30 or 60 days), *your* trip will be covered under the terms and conditions of *your* first Annual Plan until its expiry date, and the remainder of *your* trip will be covered under the terms and conditions of the new Annual Plan as of its *effective date*. The total number of days outside of Canada covered under both Annual Plans combined cannot exceed *your* selected plan option (22, 30 or 60 days). The new Annual Plan must have the same plan option duration, begin on the day immediately following the expiry date of the previous Annual Plan and must be purchased prior to departure. Coverage under the new Annual Plan is considered a new and separate term of coverage and is subject to all terms, exclusions (including the Pre-Existing Medical Conditions Exclusions), limitations and conditions of the new *policy*. Coverage for the trip under the previous Annual Plan will expire on the expiry date of *your* Annual Plan as indicated on *your confirmation of insurance* issued by the *insurer*. Coverage for the trip under the new Annual Plan will begin on *your effective date* as indicated on *your confirmation of insurance* issued by the *insurer* and expire on the earlier of the date *you* return to *your* province or territory of residence or the date *you* reach the maximum number of days outside of Canada, from *your* original *departure date*, allowed under the Annual Plan option you selected, as indicated on *your confirmation of insurance* issued by the *insurer*. For trips outside of Canada longer than *your* selected Annual Plan option (22, 30 or 60 days) from *your* original *departure date*, Top Up coverage is available by purchasing a Top Up or Optional Extension.

**Note:** If *you* have a change in *your* planned travel dates between the date of application and *your departure date*, *you* must contact CanAm immediately PRIOR TO DEPARTURE, to change the *effective date* of *your* Top Up or Optional Extension and a new *confirmation of insurance* will be issued by the *insurer* indicating the revised travel dates. If *you* leave earlier or later than planned and do not amend *your effective date* of *your* Top Up or Optional Extension prior to *your* departure, the Top Up or Optional Extension *policy* shall be null and void.

## EFFECTIVE DATE OF COVERAGE

Coverage under the Annual Plan *policy* begins on *your* effective date as indicated on *your confirmation of insurance*.

Coverage for *Emergency* Travel Medical and Trip Interruption benefits for each trip under the Annual Plan begins on *your* departure from *your* province or territory of residence, as long as coverage is in effect.

Note: No coverage is in effect for a trip outside of Canada that commenced prior to the *effective date* of the Annual Plan (except as otherwise specified under the Annual Plan Exception above).

Coverage for Trip Cancellation benefits for each trip begins on the later of the day *you* purchase *your* travel arrangements or on the *effective date*.

Coverage for Accidental Death and Dismemberment and Baggage and Personal Effects begins on the later of the following:

- a) *your departure* date from *your* province or territory of residence; or
- b) *your effective date* as indicated on *your confirmation of insurance*.

Note: Coverage for a *spouse* or *dependent child(ren)* who becomes eligible during the *policy* period will begin on the date the *spouse* or *dependent child(ren)* becomes eligible as per Section 2 - Eligibility Criteria and provided they meet the definition of *spouse* or *dependent child(ren)* as per the Definitions section.

## TERMINATION DATE OF COVERAGE

All coverages under this Multi-Trip Plan terminates on the one-year anniversary of the *effective date* of *your policy* or the date that *you* are no longer covered by a government health insurance plan of *your* Canadian province or territory of residence, whichever occurs first.

Coverage for *Emergency* Travel Medical and Trip Interruption benefits for each trip under the Multi-Trip Plan terminates on the earliest of:

1. the expiry date on *your* Multi- Trip Plan as indicated on *your confirmation of insurance* (except if *you* are travelling on a trip that extends beyond the expiry date of *your* Multi-Trip Plan and *you* have purchased a new Multi-Trip Plan prior to *your* departure with the same plan option, as specified under the Multi-Trip Plan Exception above); or
2. the date *you* return to *your* province or territory of residence; or
3. the date *you* reach the maximum number of days outside *your* home province or territory of residence allowed under the Multi-Trip Plan, as indicated on *your confirmation of insurance*.

Coverage for Trip Cancellation benefits for each trip under the Multi-Trip Plan terminates on the earlier of:

1. *your* departure from *your* province or territory of residence; or
2. the day *your* insured risk occurs.

Coverage for Accidental Death and Dismemberment and Baggage and Personal Effects for each trip under the Annual Plan terminates on the earliest of the following:

1. the date *you* reach the maximum *sum insured* per *policy* period; or
2. the date *you* reach the maximum number of consecutive *days* allowed under the trip duration *you* selected at the time of purchase; or
3. the date *you* return to *your* province or territory of residence; or
4. the expiry date as indicated on *your confirmation of insurance*.

## **PAYMENT OF PREMIUM**

Your insurance premium is payable by Visa or Mastercard credit card or debit card for the full amount. Coverage will be null and void if any premium is not received, if credit card charges are invalid, or if no proof of *your* payment exists.

It is a condition of *your policy* coming into effect that *your* initial premium is paid before the *effective date*.

For *your* convenience, a new Annual Plan will be sent to *you* each year at the premium rates and coverage terms in effect on the date the new *policy* is issued, and *your* age based on the new *policy's effective date*. Documents for the new *policy* will be mailed to *you* 45 days prior to the expiry date of *your* previous Annual Plan *policy*.

### **About Your Premium**

Premiums will be based on:

- a) the age of the oldest person to be insured under *your policy* as of:
  - i. the *effective date* of *your policy*; and
  - ii. if applicable, the *anniversary date* on which *your policy* is renewed
- b) Our pricing that is in effect at the time of *your* application; and
- c) the duration of *your covered trip*; and
- d) If *you* cancel *your* insurance, some or all of *your* premiums may be refunded, as described in Section 12.

Note: Please note that premium rates can be changed without notice.

## **TOP UPS AND OPTIONAL EXTENSIONS**

Additional Top Up days can be purchased by contacting one of our CanAm representatives at 1-833-962-1143 if *you* are travelling outside of Canada and *your* trip will be longer than *your* Annual Plan (60 days for *insured person* age 15 days to 59 years old; or 22 days for *insured person* age 60 or over). The maximum period of coverage for *insured persons* age 15 days to 59 years old is 182 days (or any number of days allowed in *your* province or territory of residence). The maximum period of coverage for *insured person* age 60 or over, is 30 days. However, for *insured person* age 60 or over, travelling for 31 days or more, contact one of our representatives at 1-833-962-1143 for other coverage options that are available upon completion of a medical questionnaire.

After *your* departure, Optional Extensions are available should *you* wish to stay longer at *your* trip destination (see stipulations in Section 11 – Extension of Coverage - 2. Optional Extensions).

Coverage under the Top Up or Optional Extension is considered a new and separate term of coverage and is subject to all the terms, exclusions (including the Pre-existing Medical Conditions Exclusions), limitations and conditions of the new *policy*. In the case of a Top Up or Optional Extension, *your* coverage commences on the day after the expiry of the existing coverage in place, as indicated on *your confirmation of insurance*, and terminates on the earlier of the date *you* return to *your* province or territory of residence or the expiry date indicated on *your confirmation of insurance*. Coverage must be purchased for the entire duration of *your* trip and prior to the expiry of *your* existing coverage. Premium for the additional days is based on *your* age as of the *effective date* of the Top Up or Optional Extension. Top Ups or Optional Extensions are subject to a minimum premium of \$20. An Annual Plan cannot be used as a Top Up to another Annual Plan (see Annual Plan Exception).

Top Ups and Optional Extensions are payable in full on the purchase date by credit card (Visa or Mastercard). Coverage is conditional on the payment of premium.

## **ADDITIONAL OPTIONAL TRIP CANCELLATION**

If the value of *your* trip exceeds the amount offered or remaining under *your* Annual Plan Trip Cancellation benefit, Additional Optional Trip Cancellation may be purchased to cover the additional value of *your* trip. *Your* trip requiring the purchase of Additional Optional Trip Cancellation must take place during *your* Annual Plan *policy* period.

This additional Trip Cancellation insurance is sold on an optional basis and can be purchased by contacting one of our CanAm representatives at 1-833-962-1143 for each trip and for each *insured person*.

The optional additional amounts available of \$1,000, \$2,500 or \$5,000 is in addition to the automatic \$2,500 Trip Cancellation benefit. Coverage is conditional on the payment of premium.

## Conditions for Optional Trip Cancellation

At the time *you* purchase *your* additional Optional Trip Cancellation, *you* must not know of, nor be aware of, any reason, circumstance, event, activity or medical condition affecting *you*, an *immediate family member*, a *travelling companion*, or a *travelling companion's immediate family member*, a close friend and/or *your* host at destination which may eventually prevent *you* from starting and/or completing *your covered trip* as booked and *you* and *your travelling companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked.

## Section 4: Insurance Agreement

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1. In consideration of the premium payment, the insurance issued by the *insurer* covers benefits specified herein subject to the benefit maximums, exclusions, definitions, provisions, limitations, and other terms of this *policy*.
2. For medical benefits set out in Section 5 - Medical Benefits, in consideration of the premium payment, the insurance issued by the *insurer* covers *reasonable and customary costs* in excess of any medical expenses payable under any group, individual, private or public plan or contract of insurance, including any auto insurance plan and by *your* Canadian provincial or territorial government health insurance plan for *emergency* treatment of an unexpected and unforeseen *sickness* or *injury* occurring while *you* are on a trip, to a maximum of \$5 million CAD.
3. For Medical Benefits, if the *insurer* pays *your* health care provider or reimburses *you* for covered expenses, it will seek reimbursement from *your* Canadian provincial or territorial government health insurance plan and from any other medical reimbursement plan under which *you* may have coverage, in accordance with Canadian Life and Health Insurance Association Inc. guidelines. *You* may not claim or receive in total more than 100% of *your* total covered expenses.

## Section 5: Medical Benefits

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In order to be considered *eligible expenses*, many benefits listed in this section require the prior approval of Global Excel.

If *you* require *emergency medical treatment* of a *sickness* or *injury* occurring outside *your* province or territory of residence while this *policy* is in force, *you* or the provider(s) of *medical treatment* will be reimbursed for *eligible expenses* incurred, based on *reasonable and customary costs*, for the following medical and *hospital* expenses, to a maximum of \$5 million CAD per *insured person*, per trip.

1. Hospital Accommodation: Room and board charges up to the semi-private or private *hospital* room rate charges charged by the *hospital* (including expenses in an intensive or coronary care unit *if medically necessary*).
2. Physician Fees: *Medical treatment* by a *physician*.
3. Diagnostic Services: Laboratory tests and x-rays prescribed by the attending *physician* due to an *emergency*.  
Note: This *policy* does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds, and biopsies unless such services are approved in advance by Global Excel.
4. Paramedical Services: Services of a licensed chiropractor, chiropodist, osteopath, podiatrist or physiotherapist, including x-rays, to a maximum of \$500 per profession listed, when approved in advance by Global Excel.
5. Prescription Drugs: Drugs, serums and injectables that can only be obtained upon medical prescription, that are prescribed by a *physician* and that are supplied by a licensed pharmacist (including cost of finding and shipping drugs that are not locally available) when required as a result of an *emergency*. Limited to a 30-day supply per prescription unless *you* are hospitalized. This benefit does not cover drugs, serums and injectables needed to stabilize a chronic condition or a medical condition which *you* had before *your* trip. To file a claim, *you* must supply original receipts issued by the pharmacist, *physician*, or *hospital*, indicating the total cost, prescription number and name of medication, quantity, date, and name of the prescribing *physician*.
6. Ambulance Services: When reasonable and *medically necessary*, licensed ground ambulance service to the nearest medical facility (also covers taxi fare in lieu of ground ambulance).
7. Medical Appliances: When approved in advance by Global Excel, minor appliances such as crutches, casts,

- splints, canes, slings, trusses, braces, walkers and/or the temporary rental of a wheelchair when prescribed by the attending *physician* and required due to a covered *emergency*.
8. Private Duty Nursing: The professional services of a registered private nurse (other than an *immediate family member*) as the result of a covered *emergency*, when *medically necessary*, while *hospitalized* and when approved in advance by Global Excel.
  9. Emergency Air Transportation: When approved and arranged in advance by Global Excel (see Section 14 - General Provisions and Limitations - Transfer and Medical Repatriation):
    - a) air ambulance to the nearest appropriate medical facility or to a Canadian *hospital* for *medical treatment*;
    - b) transport on a licensed airline with an attendant (when required) for *emergency* return to *your* province or territory of residence for immediate medical attention;
    - c) the fare for additional airline seats to accommodate a stretcher to return *you* to *your* province or territory of residence.
  10. Qualified Medical Attendant: Fees for a qualified medical attendant (other than an *immediate family member*) to accompany *you* to *your* province or territory of residence when recommended by the attending *physician* and approved in advance and arranged by Global Excel. This includes return economy airfare and overnight lodging and meals (where necessary).
  11. Transportation to Bedside: When approved in advance by Global Excel, a round-trip economy airfare from Canada, and up to \$5,000 per *policy* for the cost of meals and commercial accommodation (original receipts are required) will be provided for a person of *your* choice to:
    - a) be with *you* when *you* are travelling alone and have been *hospitalized* for at least five consecutive days outside *your* province, territory of residence or Canada;  
*You* must provide written certification from the attending *physician* that the situation is serious enough to warrant the visit.
    - b) identify the deceased *insured person* prior to the release of the body, where necessary.  
 Furthermore, the person required at bedside or mandated to identify the deceased will be covered under the same terms and limitations of *your policy*.
  12. Return of Spouse and Dependent Child(ren): When approved in advance by Global Excel, the cost of a one-way economy airfare to return the *insured person's* spouse and *dependent child(ren)* to *your* province or territory of residence if the *insured person* is returned under the *Emergency Air Transportation* or *Preparation and Return of Remains* benefit or the *insured person* is *hospitalized* and unable to accompany their family during their return home, up to \$5,000 per *policy*.
  13. Treatment of Dental Accidents: *Emergency* dental treatment at trip destination to a maximum of \$5,000 per *insured person* 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 a dentist immediately following the *injury*.  
 An *accident* report is required from the *physician* or dentist for claims purposes. This benefit excludes crowns and root canals.
  14. Emergency Relief of Dental Pain: Up to \$300 per *insured person* for *emergency* relief of dental pain at trip destination. This benefit excludes crowns and root canals.
  15. Meals and Accommodation: Up to \$500 per day to a maximum of \$5,000 per *policy* for the cost of commercial accommodation and meals for *you* or a *travelling companion* who wishes to stay with *you* or at *your* bedside when *your* trip is delayed beyond *your* last day of coverage due to a *sickness* or *injury* suffered by *you* or another person covered under this *policy*. The fact that *you* are unable to travel must be certified by the attending *physician*. Original receipts from commercial organizations for meals and accommodation must be supplied. The benefit is subject to prior approval by Global Excel.
  16. Vehicle Return: Up to \$5,000 per *policy* if neither *you*, nor someone travelling with *you*, is able to operate *your* owned or rented *vehicle* during *your* trip due to *sickness* or *injury*. Arrangements and payment will be made for the return of the *vehicle* to *your* home in *your* province or territory of residence or the nearest appropriate rental agency. Benefits will only be payable for a single person to return the *vehicle* when approved and/or arranged in advance by Global Excel. This benefit does not cover wages lost by the person driving *your* *vehicle*. Original receipts from commercial organizations are required.
  17. Preparation and Return of Remains: In the event of *your* death, up to a maximum benefit of \$10,000 per *insured person* towards the actual cost incurred for preparation of remains; homeward transportation of the deceased *insured person* to their province or territory of residence; or cremation and/or burial at the place of death of the *insured person*. The cost of the casket or urn is not covered by this benefit.

18. **Incidental Expenses:** Up to \$50 per day to a maximum of \$1,250 per *policy* will be reimbursed for *your* out-of-pocket expenses such as telephone calls, television, and parking while *you* are *hospitalized* for a covered medical *emergency*. Original receipts are required.
19. **Escort of *Dependent Child(ren)*:** When approved in advance by Global Excel:
  - a) organization, escort, and payment up to the cost of a one-way economy airfare for the return of *dependent child(ren)* in the event *you* are medically repatriated or *hospitalized*. Provision of a *caregiver* will be arranged by Global Excel; or
  - b) reimbursement of up to \$2,500 for the services of a *caregiver* (other than an *immediate family member*) for *your dependent child(ren)*, in the event *you* are medically repatriated or *hospitalized*. Provision of a *caregiver* will be arranged by Global Excel.
20. **Return to Trip Destination:** A one-way economy airfare for *you* to be returned to *your contracted* trip destination after *you* are returned to *your* province or territory of residence for immediate *medical treatment* provided *your* attending *physician* determines that *you* require no further treatment for *your emergency*, when approved in advance by the *insurer*.

Once *you* return to *your* trip destination, a recurrence of the *sickness* or *injury*, which caused the initial *emergency*, or any problems or complications related thereto, will not be covered under this *policy*.

**Note:** This benefit is valid only if *you* were returned to Canada with the *Emergency Air Transportation* benefit and *your* insurance *policy* is still effective.

### Pre-existing Medical Condition Exclusions

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by any of the following exclusions depending on *your* age on *your effective date* as specified in the summary table below.

Age	Pre-existing Medical Condition Exclusions
59 or under	1, 2 and 3
60 or over	4, 5 and 6

1. Any *sickness, injury*, or medical condition (other than a *minor ailment*) that was not *stable* at any time during the 90 days prior to each *departure date*.
2. A heart condition, if **any** heart condition was not *stable* at any time during the 90 days prior to each *departure date*.
3. A lung condition, if
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g., Prednisone) for any lung condition, at any time during the 90 days prior to each *departure date*.
4. Any *sickness, injury*, or medical condition (other than a *minor ailment*) that was not *stable* at any time during the 365 days prior to each *departure date*.
5. A heart condition, if **any** heart condition was not *stable* at any time during the 365 days prior to each *departure date*.
6. A lung condition, if
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g., Prednisone) for any lung condition, at any time during the 365 days prior to each *departure date*.

## Section 6: Trip Cancellation and Interruption Benefits

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### TRIP CANCELLATION

#### Insured Risks – Insured Reasons for Cancelling *your* Trip prior to Departure

Any of the following occurrences that prevent *you* from departing or travelling on the scheduled dates of the *covered trip* is an insured risk.

1. *Sickness, injury, death or quarantine of an insured person, a travelling companion, an immediate family member, a travelling companion's immediate family member or a caregiver.* To file a claim, *you* must supply medical records and/or a death certificate.
2. *Death or emergency hospitalization of a business partner or a key employee occurring within 10 days of the contracted departure date.* To file a claim, *you* must supply *hospital* records and/or a death certificate.
3. *Death, emergency hospitalization, illness, or injury (other than a minor ailment) of your host at trip destination.* To file a claim, *you* must supply medical records and/or a death certificate.
4. *In the course of your employment, should you or a travelling companion have to relocate by reason of an unforeseen transfer initiated by the employer with whom you, your spouse, a travelling companion, or a travelling companion's spouse has been employed 12 months prior to the relocation date.* This insured risk does not apply to cases of self-employment or temporary contract work.
5. *Involuntary loss of permanent employment by you, your spouse, a travelling companion, a travelling companion's spouse, your parent or legal guardian by means of a permanent lay-off or company restructuring provided that, at the time you purchased this insurance, the aforementioned person has been employed with the same employer for more than one year, the imminent loss was not public knowledge, nor was the aforementioned person aware that such loss of permanent employment was imminent.* To file a claim, *you* must supply a letter of termination. This insured risk does not apply if employment began after this insurance was purchased or to cases of self-employment, temporary contract work, temporary lay-off or dismissal.
6. *You or your travelling companion's principal residence, accommodations at trip destination or place of business is rendered uninhabitable or in the case of the place of business, inoperative, as a result of a natural disaster.*
7. *You or a travelling companion is summoned to perform police, fire, or military service (whether active or reserve).*
8. *You or a travelling companion are:*
  - a) summoned for jury duty;
  - b) subpoenaed as a witness in a case; or
  - c) named as a plaintiff or a defendant in a civil suit. This insured risk applies only when the case is scheduled to be heard during the *covered trip* and the notice to appear is received after the date this insurance was purchased and after the purchase of travel arrangements. To file a claim, *you* must provide a copy of the notice of hearing, subpoena, summons, or any other court document showing the date *you* must appear in court.
9. *A new formal notice issued by the Canadian Government after this insurance was purchased and after the date of purchase of travel arrangements, warning Canadian residents to leave or not to travel to a specific region of any country that is part of your covered trip.*
10. *A delay that causes you to miss any part of your covered trip when the private or rented vehicle which you are driving or in which you are a passenger, or a common carrier aboard which you are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an accident, provided that the vehicle or the common carrier was scheduled to arrive at the contracted departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the contracted time of departure.*
11. *Delay of a prepaid common carrier that is part of you or your travelling companion's covered trip due to weather conditions, when the delay represents at least 30% of the total duration of the covered trip, provided no other means of transportation is available and, as a result of this delay, you choose not to continue with the covered trip.*

#### Benefits for Trip Cancellation

If an insured risk occurs and causes *you* to cancel *your* trip, *you* must contact Global Excel at 1-833-962-1140 toll-free or call collect +1-519-988-7629 and *your* Travel Agent (if applicable) on the day the insured risk occurs or on the next business day to advise them of the cancellation. Failure to notify Global Excel and *your* Travel Agent may

limit the benefits payable to *you*. Only the sums that are non-refundable and non-transferable to another date on the day the insured risk occurs shall be considered for the purposes of the claim.

If *you* must cancel *your covered trip* due to an insured risk, the *insurer* will reimburse up to \$2,500 per *insured person* and to a maximum of \$5,000 for all *insured persons* covered under *your policy*, for each annual period of coverage:

1. The portion of unused travel arrangements, which are non-refundable and non-transferable to another date that *you* have paid in advance prior to *your* departure when any of the insured risks occur; or
2. the penalty fee charged for the reinstatement of the unused travel points, including travel point administrative cancellation fees (if applicable). This benefit applies to all insured risks; or
3. reasonable transportation costs for *you* to travel to the destination of *your covered trip* by the most direct route if *you* miss the *contracted* departure due to the occurrence of insured risk 1, 2, 6, 10 or 11.

### Conditions for Trip Cancellation

At the time *you* purchase *your* travel arrangements, **or on *your effective date of coverage when you have purchased your travel arrangements prior to purchasing this insurance***, *you* must not know of, nor be aware of, any reason, circumstance, event, activity or medical condition affecting *you*, an *immediate family member*, a *travelling companion*, or a *travelling companion's immediate family member*, a close friend and/or *your* host at destination which may eventually prevent *you* from starting *your covered trip* as booked and *you* and *your travelling companion(s)* must be deemed fit to undertake the *covered trip* as booked.

### Pre-Existing Medical Condition Exclusions for Trip Cancellation

The following exclusions 1, 2 and 3 apply to the following people: the *insured person*, *spouse*, an *immediate family member*, a *travelling companion*, a *travelling companion's immediate family member*, a close friend, a business partner, a *key employee* and/or *your* host at destination.

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by any of the following exclusions.

1. Any *sickness, injury*, or medical condition (other than a *minor ailment*) which was not *stable* at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.
2. A heart condition, if any heart condition was not *stable* at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.
3. A lung condition, if:
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g., Prednisone) for any lung condition, at any time during the 90 days prior to the date of purchase of *your* travel arrangements **or *your effective date when you have purchased your travel arrangements prior to your purchase of this insurance***.

## TRIP INTERRUPTION

### Insured Risks – Insured Reasons for Interrupting *your* Trip after the *Departure Date*

Any of the following occurrences that prevent *you* from travelling or returning on the scheduled dates of the *covered trip* is an insured risk.

1. *Sickness, injury* or death of *you, your spouse* or *dependent child(ren)* travelling with *you*. To file a claim, *you* must supply medical records and/or a death certificate.
2. *Death, sickness, or injury* which requires intensive care treatment of an *immediate family member* not travelling with *you*. To file a claim, *you* must supply medical records and/or a death certificate.
3. A new formal notice issued by the Canadian Government after *your departure date*, warning Canadian residents to leave or not to travel to a specific region of any country that is part of *your covered trip*.
4. A delay that causes *you* to miss or interrupt any part of *your covered trip* when the private or rented *vehicle* which *you* are driving or in which *you* are a passenger, or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the *vehicle* or the *common carrier* was scheduled to arrive at the *contracted* departure or return point at least two hours (or the required minimum reporting time, whichever is the greater) in advance of the *contracted* time of departure or

return. To file a claim, *you* must supply a detailed report from the supplier or authorities that includes the cause of the interruption or delay.

5. Delay of a prepaid *common carrier* that is part of *your* or *your travelling companion's covered trip* due to weather conditions, when the delay represents at least 30% of the total duration of the *covered trip*, provided no other means of transportation is available and, as a result of this delay, *you* choose not to continue with the *covered trip*.
6. *Your* or *your travelling companion's* principal residence, accommodations at trip destination or place of business is rendered uninhabitable or in the case of the place of business, inoperative as a result of a natural disaster.

### Benefits for Trip Interruption

If *you* must interrupt *your* trip due to the occurrence of an insured risk, *you* must contact Global Excel immediately on the day the insured risk occurs or on the next business day.

From Canada and U.S., call 1-833-962-1140. From anywhere, call collect +1-519-988-7629.

Only the sums that are non-refundable and non-transferable to another date on the day the insured risk occurs shall be considered for the purposes of the claim.

1. If *you* must return to *your* province or territory of residence earlier or later than the *contracted* date of return due to the occurrence of an insured risk, the *insurer* will reimburse up to \$5,000 per *insured person* for each *covered trip*:
  - a) up to the cost of a one-way economy airfare to the *contracted* point of departure or the fee charged by the airline to change *your contracted* date of return as shown on *your* current and usable ticket, whichever is less; and
  - b) the non-refundable portion of unused travel arrangements (if any) paid prior to *your contracted* date of departure; and
  - c) for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$500, subject to a limit of \$100, per day per *covered trip*. To file a claim for such expenses, *you* must supply original receipts from commercial organizations.

**Note: This benefit does not reimburse the unused portion of any travel ticket including the cost of the original travel ticket.**

2. If *you* miss part of the *covered trip* due to the occurrence of an insured risk, the *insurer* will reimburse up to \$5,000 per *insured person* for each *covered trip*:
  - a) reasonable and additional transportation costs for the *insured person, spouse, or dependent child(ren)* to rejoin the tour or group by the most direct route; and
  - b) the non-refundable portion of other unused land arrangements (if any) paid prior to *your contracted* date of departure; and
  - c) for reasonable and necessary commercial lodging and meals, commercial automobile rental, essential telephone calls and taxi transportation, to a maximum of \$500, subject to a limit of \$100 per day per *covered trip*. To file a claim for such expenses, *you* must supply original receipts from commercial organizations.

### Conditions for Trip Interruption

*You* and *your travelling companion(s)* must be deemed fit to undertake and complete the *covered trip* as booked. Please see General Exclusions in Section 10.

### Pre-Existing Medical Condition Exclusions for Trip Interruption

The following exclusions 1, 2 and 3 apply to the *insured person, spouse* and/or an *immediate family member*.

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

1. Any *sickness, injury*, or medical condition (other than a *minor ailment*) which was not *stable* at any time during the 90 days prior to each *departure date*.
2. A heart condition, if any heart condition was not *stable* at any time during the 90 days prior to each *departure date*.
3. A lung condition, if:
  - a) any lung condition was not *stable*; or
  - b) *you* have been *treated* with home oxygen or have taken oral steroids (e.g., Prednisone) for any lung condition, at any time during the 90 days prior to each *departure date*.

## Section 7: Accidental Death and Dismemberment

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### A – Coverage Offered

1. **Flight Accident** – Death or dismemberment as a result of *injury* sustained during the *covered trip* while you are:
  - a) travelling as a passenger, not as pilot or crew member, aboard an *aircraft*, up to **\$200,000** per *insured person*, up to \$1 million for each annual period of coverage.
  - b) travelling as a passenger, not as pilot or crew member, aboard an *aircraft* operated by the Canadian Armed Forces or its British or American counterparts, up to **\$200,000** per *insured person*, up to \$1 million for each annual period of coverage.
2. **Common Carrier Accident** – Death or dismemberment as a result of *injury* sustained during the *covered trip* while you are:
  - a) on airport premises immediately prior to boarding or after alighting from an *aircraft*, up to **\$100,000** per *insured person*, up to \$500,000 for each annual period of coverage.
  - b) travelling as a passenger in an airport limousine, bus or other ground *vehicle* provided or arranged for by the airline or airport authority for the purpose of boarding or alighting from an *aircraft*, up to **\$100,000** per *insured person*, up to \$500,000 for each annual period of coverage; or
  - c) travelling to or from the airport in connection with a flight that is part of *your covered trip* as a fare-paying passenger (not as pilot, driver, or crew member) aboard a *common carrier* which is involved in an *accident*, up to **\$100,000** per *insured person*, up to \$500,000 for each annual period of coverage.
3. **Exposure and Disappearance due to Accident**
  - a) If *you* are unavoidably exposed to the elements due to an *accident* resulting in the disappearance, sinking or damage of a *common carrier* aboard which *you* are a passenger and if, as a result of such exposure, *you* sustain a loss for which benefits would otherwise be payable, such loss will be covered by this *policy*.
  - b) If *you* disappear due to an *accident* resulting in the disappearance, sinking, or damaging of a *common carrier* aboard which *you* are a passenger and if *your* body is not found within **52 weeks** of such *accident*, the *insurer* shall presume that *you* sustained loss of life as a result of *injury* covered by this *policy*, subject to there being no evidence to the contrary.

### B – Benefits

The greatest of the following benefits is payable for all losses resulting within **100 days** from the date of a single *accident* described in A. Coverage Offered above and as a direct result thereof:

1. 100% of the *sum insured* if one single *accident* results in the loss of life, dismemberment of two limbs or loss of sight in both eyes.  
**Note:** The benefit for dismemberment of two limbs or loss of sight in two eyes is payable only if such dismemberment results directly from a single *accident*.
2. 50% of the *sum insured* for dismemberment of one limb or loss of sight in one eye.  
**Note:** “Loss” in reference to dismemberment means the actual, complete severance at or above the wrist or ankle joint. Loss of sight means the complete and irrecoverable loss of eyesight, which loss cannot be substantially corrected or remedied through simple treatment or corrective lenses.

### C – Limitations and Restrictions

1. **Coverage Limited to Greatest Loss** – Should more than one covered loss be sustained as the direct result of a single *accident*, only the largest of the benefits is payable.
2. **Coverage Limited to Sum Insured** - The total benefits payable for one or more *accidents* occurring during the same *covered trip* shall not exceed the *sum insured*.
3. **Excess Coverage** - If the total amount of all *accident* insurance coverage that *you* purchase from the *insurer* with respect to the same *covered trip* exceeds \$200,000 in the aggregate, then any such excess is void and the *insurer's* only liability with respect to such excess will be to refund the premiums relating to such excess insurance coverage.

### D – Exclusions for Accidental Death and Dismemberment

1. Expenses for which no charge would normally be made in the absence of insurance.
2. Committing or attempting to commit an illegal act or criminal act.
3. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution

- or insurrection; act of military power; or any service in the armed forces.
- 4. Labour disruptions or strikes (legal or illegal).
- 5. Medication, drugs or toxic substance abuse or symptoms of withdrawal or overdose; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood.
- 6. Suicide (including any attempt thereof) or self-inflicted *injury*.
- 7. Flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
- 8. *Injury* sustained while making a parachute jump for any purpose other than to save *your* life.

## Section 8: Baggage and Personal Effects

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### A – Coverage Offered

Loss of, or damage to, the baggage and personal effects *you* own and use by reason of theft, burglary, fire, or transportation hazards during the *covered trip*, to a maximum of **\$1,000** per trip and maximum of **\$2,000 for each annual period of coverage (\$400 maximum per trip, \$800 maximum for each annual period of coverage for Baggage Delay)**. The *insurer* will reimburse *eligible expenses* only in excess of those reimbursable under any other source.

### B – Benefits

The *insurer* reserves the right to repair or replace damaged or lost property with other property of like quality and value and shall not be liable beyond the *actual cash value* of such property at the time of loss or damage. When, after a reasonable period of time, property lost by the *common carrier* is not found, any claim will be assessed and paid.

1. **Personal Effects** - The *actual cash value* or **\$500**, whichever is less, in respect of any one item or set of items. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.
2. **Document Replacement** - Reimbursement of the cost of replacing one or more of the following documents, to a maximum of **\$200**, in the event of loss or theft: passport, driver's licence, birth certificate or *travel visa*.
3. **Baggage Delay** - Up to **\$400** per trip (**up to \$800 for each annual period of coverage**) to purchase necessary toiletries in the event that *your* checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to *your contracted* point of departure. To file a claim, *you* must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.

### C – Limitations and Restrictions

#### Total Benefits Limited to the Actual Expenses

The total benefits paid to *you* from all sources cannot exceed the actual expense which *you* have incurred.

### D – Exclusions for Baggage and Personal Effects

1. Expenses for which no charge would normally be made in the absence of insurance.
2. Committing or attempting to commit an illegal act or criminal act.
3. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
4. Labour disruptions or strikes (legal or illegal).
5. Property illegally acquired, kept, stored, or transported.
6. The purchase or replacement cost (prescribed or not) loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
7. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
8. Loss or damage caused by any imprudent action or omission by the *insured person*.
9. Loss or damage by theft from an unattended *vehicle* unless it was locked and there was visible evidence of forced entry.
10. Belongings insured under another insurance *policy*.
11. Jewellery, cameras, camera equipment and sports equipment while held by a *common carrier*.
12. Money and currency (including any form thereof), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects

## Section 9: Supplementary Non-Medical Benefits

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**Emergency Non-Medical Assistance Services** Where prior approval is given, the *insurer* will pay for reasonable expenses incurred for *Emergency Non-Medical Assistance Services*.

### **Vehicle Assistance Benefits**

If *your vehicle* is insured through *TD Insurance Meloche Monnex* and *you* have submitted a claim following a loss or damage under such *vehicle insurance policy*, reimbursement of *your* expenses as shown:

1. **Return of vehicle**

If the insured loss or damage will take longer to repair than *your* planned vacation or travel time, reimbursement of up to \$5,000 per trip to return the *vehicle* to *your* home.

2. **Return home**

If the insured loss or damage makes *your vehicle* unfit to drive or will take longer to repair than *your* planned vacation or travel time, reimbursement of up to \$5,000 per *insured person*, per trip for a one-way economy flight to return home.

3. **Extended stay**

If *you* can reasonably extend *your* travel time to wait for *your vehicle* to be repaired, reimbursement of up to \$5,000 per *insured person*, per trip for the cost of hotel accommodation and meals.

### **Home Assistance Benefits**

If *your* residence is insured through *TD Insurance Meloche Monnex* and *you* have submitted a claim following a loss or damage under such home insurance *policy*, reimbursement of *your* reasonable expenses as shown:

1. **Return home**

If an insured loss or damage makes *your* home unfit for occupancy or unusable, or requires *your* immediate intervention and should there be no relative or acquaintance available to make decisions or take any necessary action on *your* behalf, reimbursement of the cost of a one-way economy flight home, up to a maximum of \$5,000 per *insured person*, per trip.

2. **Trip interruption**

If it is decided *you* must return home, reimbursement of up to \$5,000 per *insured person*, per trip for any non-refundable prepaid travel costs.

3. **Return of vehicle**

If it is necessary for *you* to return home without *your vehicle*, assistance in making arrangements to return *your vehicle* home, or to return a leased *vehicle* to the point to which it must be returned, and reimbursement of up to \$5,000 per trip for the cost of these arrangements.

## Section 10: General Exclusions

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This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part by any of the following exclusions:

1. Treatment, surgery, medication, services or supplies that are not required for the immediate relief of acute pain or suffering, or that *you* elect to have provided outside *your* province or territory of residence when medical evidence indicates that *you* could return to *your* province or territory of residence to receive such treatment. The delay to receive treatment in *your* province or territory of residence has no bearing on the application of this exclusion.
2. A trip taken for the purpose of seeking treatment, consultation, or investigation for a medical condition for which, before *your departure date*, *you* knew, or it was reasonable to expect *you* would need to seek treatment, consultation, or investigation for that medical condition.
3. Travel advisory:  
Where 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*.  
To view the travel advisories, visit the Government of Canada Travel site.  
Note: This exclusion does not apply to claims for a medical *emergency* or a medical condition unrelated to the travel advisory.
4. Cardiac catheterization, angioplasty, and/or cardiovascular surgery including any associated diagnostic test(s) or charges unless approved by Global Excel prior to being performed, except in extreme circumstances where such surgery is performed on an *emergency* basis immediately upon admission to a *hospital*.

5. Magnetic resonance imaging(MRI), computerized axial tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are authorized in advance by Global Excel.
6. *Hospitalization* or services rendered in connection with general health examinations for “check-up” purposes, treatment of an *ongoing condition*, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol, including symptoms of withdrawal or any other substance abuse.
7. Non-compliance with any prescribed medical therapy or *medical treatment* (as determined by the *insurer*) or failure to carry out a *physician's* instructions.
8. A disorder, disease, condition, or symptom that is emotional, psychological, or mental in nature unless *hospitalized*.
9. *Emergency* air transportation and/or car rental unless approved and arranged in advance by Global Excel.
10. Treatment not performed by or under the supervision of a *physician* or licensed dentist.
11. Routine pre-natal care.
12. High risk pregnancy. A high-risk pregnancy means a pregnancy where any medical condition or risk factor puts the mother, the developing fetus, or both, at a higher-than-normal risk of developing medical complications during or after the pregnancy and birth.
13. Any *child* born during *your* trip.
14. Pregnancy, childbirth, or complications of either, occurring in the nine weeks before or after the expected date of delivery.
15. *Your* participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.
16. Committing or attempting to commit an illegal act or a criminal act.
17. Suicide (including any attempt thereof) or self- inflicted *injury*.
18. Medication, drugs, or toxic substance abuse, including symptoms of withdrawal or overdose; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 milliliters of blood.
19. Participation:
  - a) in any sporting activity for which *you* are paid;
  - b) any sporting event for which the winners are awarded cash prizes;
  - c) in any motorized race or motorized speed contest;
  - d) any extreme sport or activity involving a high level of risk, such as those indicated below, but not limited to: scuba diving (unless *you* hold a basic SCUBA designation from a certified school or other licensing body), hang-gliding, rock climbing, paragliding, skydiving, parachuting, bungee jumping, mountain climbing using ropes and/or specialized equipment, rodeo, heli-skiing or any cycling racing event or ski racing event.
20. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
21. Services provided by an optometrist or for cataract surgery.
22. The replacement of an existing prescription, whether by reason of loss, renewal or inadequate supply, or the purchase of drugs and medication (including vitamins) which are commonly available without a prescription or which are not legally registered and approved in Canada or which are not required as a result of a medical *emergency*.
23. Upgrading charges and cancellation penalties for airline tickets, unless approved in advance by Global Excel.
24. Crowns and root canals.
25. A trip undertaken for the purpose of visiting a sick or injured person when the *covered trip* is cancelled, interrupted, or delayed due to such person's medical condition.
26. Expenses for which no charge would normally be made in the absence of insurance.
27. A return earlier or later than the *contracted* date of return unless recommended by the attending *physician*.
28. A trip outside *your* province or territory of residence or Canada on a commercial *vehicle* for the purpose of delivering goods or carrying a load. This exclusion applies to the driver, the operator, a co-driver, a crew member, and any other passenger of the commercial *vehicle*.
29. Any medical condition for which *you* incur a claim after *your departure date* and prior to the *effective date* of the Top Up or Optional Extension, if the Top Up or Optional Extension was purchased after *your departure date*.
30. Self-exposure to exceptional risk, hazardous pursuits or occupations or flight *accident* (unless *you* are travelling as a fare-paying passenger on a commercial airline).
31. Elective and/or cosmetic surgery or treatment whether or not for psychological reasons.
32. Treatment of a *sickness* or *injury* after the initial medical *emergency* has ended (as determined by the *insurer*).

## Section 11: Extension of Coverage

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### 1. Automatic Extension of Coverage

The *policy* period will automatically be extended up to 72 hours without extra charge if a trip is prolonged beyond the period for which insurance has been purchased due to any of the following reasons.

- a) *You are hospitalized* due to a medical *emergency* on the expiry date indicated on *your confirmation of insurance*. *Your coverage* will remain in force for as long as *you are hospitalized* (up to one year) and the 72-hour extension will commence upon release from *hospital*.
- b) A late train, boat, bus, plane, or other *vehicle* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* province or territory of residence (including by reason of weather).
- c) The private *vehicle* in which *you* are travelling is involved in a traffic *accident* or mechanical breakdown that prevents *you* from returning to *your* province or territory of residence on or before *your* return date.
- d) *You must delay your* scheduled return to *your* province or territory of residence due to a medical *emergency* incurred by the *insured person, a spouse, dependent child(ren) or a travelling companion*.

### 2. Optional Extensions

Coverage under both the Annual Plan and the Top Up or Optional Extension can be extended after departure provided that:

- a) a *claim* has not been made under the initial *policy* for the specific trip. If a claim has been made, an Optional Extension or Top Up may be granted upon review of *your* file by the *insurer*;
- b) *you* have not experienced any changes in *your* health since *your effective date* and/or *departure date*;
- c) *you* remain eligible for this insurance;
- d) the request for the extension is received by phone prior to the expiry date of *your* coverage;
- e) for *insured person* age 15 days to 59 years old, the total time outside of Canada (including the extension) does not exceed 182 days (or any number of days allowed in your province or territory of residence);
- f) for *insured person* age 60 years or over, the total trip duration outside of Canada including the extension must not exceed 30 days (contact one of our CanAm representatives at 1-833-962-1143 for other coverage options);
- g) the required premium is charged to *your* Visa or Mastercard credit card or debit card.

**Note:** The minimum premium is \$25 per extension. The cost of additional days of insurance will be calculated based on *your* age as of the *effective date* of the extension and the total trip duration using the premium schedule in effect at the time the extension is requested.

## Section 12: Refunds

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### 1. Annual Plan

The premium paid is non-refundable after the *effective date* of the *policy* and all outstanding premium is owed unless *you* move away from Canada, move out of the province and/or *you* are no longer covered by the government health insurance plan of *your* Canadian province or territory of residence. Premium may also be refunded in case of death of the *insured person*. In such cases, a partial refund of premium is available and is calculated on a pro-rata basis.

### 2. Top Ups

A full refund of the premium paid will be made provided no claims are received or are pending and that a request is received by CanAm prior to the *effective date*. The premium paid (less an administration fee of \$20 per *policy* and a \$10 minimum refund amount) may be partially refunded in the event *you* must return earlier to *your* province or territory of residence. CanAm must receive satisfactory proof (e.g., airline ticket or customs/immigration stamp) of *your* actual return date to *your* province or territory of residence.

### 3. Optional Extensions

The Optional Extension (see Section 11) may not be cancelled, except if the extension is cancelled prior to its commencement provided no claims are received or are pending. In such case, the premium paid (less an administration fee of \$15 per *policy*) will be refunded. CanAm must receive satisfactory proof (e.g., airline ticket or customs/immigration stamp) of *your* actual return date to *your* province or territory of residence.

## Section 13: Claims Procedures

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### How to File a Medical Claim

You are responsible for providing all of the information and documents outlined below within 90 days of receiving services, as well as for any charges levied for these documents.

- a) *Your policy* number and the patient's name (married and maiden, where applicable), date of birth and Canadian provincial or territorial government health insurance plan number (including the expiry date or version code, where applicable).
- b) All original itemized bills from the medical provider(s) stating the patient's name, diagnosis, all dates and types of treatment, and the name of the medical facility and/or *physician*.
- c) For prescription drugs, the original prescription receipts (not cash receipts) from the pharmacist, *physician*, or *hospital* showing the name of the prescribing *physician*, prescription number, name of preparation, date, quantity, and total cost.
- d) Proof of the *departure date* and return date (e.g., airline ticket or customs/ immigration stamp).
- e) A completed and signed Mandate/Authorization Form. A Mandate/Authorization Form means the form provided to *you* by Global Excel when notice of claim has been given, which *you* must complete and sign for the purpose of allowing the *insurer* to recover payment from any other insurance contract or health plan (group, individual or government).
- f) If the *Emergency Air Transportation* benefit is used, the unused portion of *your* air ticket. The *insurer* will coordinate and pay *your* claim to the participating medical providers and, where permitted, coordinate claims directly with the Canadian provincial or territorial government health insurance plan on *your* behalf.

### How to File an Accidental Death and Dismemberment Claim

For a claim under Accidental Death and Dismemberment, *you* must contact Global Excel for forms and instructions

### How to Report a Trip Cancellation or Interruption Claim

1. The *physician* recommending cancellation, interruption or delay of a *covered trip* must be *your* personal *physician* or a *physician* actively and personally attending to *your* care.
2. *You* must call *our* administrator, Global Excel, at 1-833-962-1140 toll-free or call collect at +1-519-988-7629 and *your* Travel Agent (if applicable) on the day the insured risk occurs or on the next business day to advise them of *your* cancellation or interruption. Failure to notify Global Excel and/or *your* Travel Agent may limit the benefits payable to *you*. Only the non-refundable prepaid amounts that apply on the day the insured risk occurs shall be considered for the purpose of *your* claim.

### For a claim under Trip Cancellation Insurance

*You* must submit the following documents:

- a) a Trip Cancellation and Interruption claim form;
- b) an itemized invoice (and/or proof of payment) of *your* travel arrangements;  
If the penalties are not clearly indicated on *your* invoice, *you* may be required to provide a copy of the page in the travel supplier's printed brochure showing the penalties applicable to *your covered trip*.
- c) original airline tickets or proof of refund by airline company/travel agency;
- d) all supporting documentation to substantiate *your* claim; and
- e) original accommodation and meal vouchers for *your covered trip*.

### For a claim under Trip Interruption Insurance

In addition to the documents listed under a), b), c) and d) above, *you* must submit the following documents:

- a) the original airline ticket;
- b) for out-of-pocket expenses: original receipts for the covered expenses incurred and an explanation of the expenses.

### How to File a Baggage and Personal Effects Claim

1. **Important** - In the event of loss due to theft, burglary, robbery, or malicious mischief, *you* must notify and obtain supporting documentary evidence from the police immediately upon discovery. Failure to report the loss to the police shall invalidate any claim under this insurance for such loss.
2. *You* must substantiate *your* claim by providing all required documents. Failure to do so may result in non-payment of *your* claim. The *insurer* is not responsible for charges levied in relation to any such documents. Note that incomplete documentation will be returned to *you* for completion.

3. To file a claim, *you* must:

- a) take all reasonable steps to protect, save and/or recover the property;
  - b) notify Global Excel of the loss within 24 hours;
  - c) promptly notify and obtain supporting documentary evidence from the transportation authorities in whose custody the insured property was at the time of loss or promptly notify the hotel manager, tour guide or police; and
  - d) provide adequate proof of loss, ownership, and *actual cash value* within 90 *days* from the date of loss.
- Failure to comply with these conditions shall invalidate any claim under this insurance for such loss.

**You must submit:**

4. *You* must submit the completed claim form (available by contacting Global Excel).
5. A copy of the insurance *policy* with the *policy/confirmation* number (if applicable) identified prominently.
6. **For loss:**
  - a) a report by the police and either the hotel manager, tour guide or transportation authorities in whose custody the insured property was at the time of loss;
  - b) adequate proof of loss, ownership, and itemized value along with a detailed statement within 90 *days* from the date of loss (failure to supply such information shall invalidate *your* claim);
  - c) a Property Irregularity Report when luggage is lost or damaged while in the custody of the airline or *common carrier*;
  - d) adequate proof of home insurance coverage and/or amount of deductible (if applicable).
7. **For Baggage Delay:**
  - a) original itemized receipts for expenses actually incurred;
  - b) a copy of the baggage claim ticket;
  - c) a copy of *your* airline ticket;
  - d) a copy of the airline report confirming the delay of *your* checked baggage including the reason and the duration of the delay;
  - e) a copy of the delivery receipt for *your* checked baggage.

**Please send all documents for *your* claim to:**

Global Excel Management Inc., 73 Queen Street, Sherbrooke, Quebec J1M 0C9

TELEPHONE: 1-833-962-1140 (toll free) **OR** +1-519-988-7629 (collect) during business hours 8 a.m. to 8 p.m. ET from Monday to Friday.

**For all claims**

Global Excel may ask *you* to provide additional evidence to support *your* claim. The existence of a pre-existing medical condition may be established using the medical records held by the claimant's attending *physician(s)* or any *hospital(s)* for the purpose of determining the validity of a claim. In this event, *you* will be responsible for any fees required in substantiating *your* claim.

All sums in the *policy* are in Canadian currency unless otherwise indicated. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance does not pay interest.

Once Global Excel receives *your* claim, *you* may be required to provide additional information. Any information not provided may lead to a delay in processing *your* claim.

**Send all pertinent documents to:**

Global Excel Management Inc.  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9

To verify the status of *your* claim, please call: 1-833-962-1140 (toll-free) or +1-519-988-7629 (collect) from Monday to Friday 8:00 am to 8:00 pm ET.

## Section 14: General Provisions and Limitations

**Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment**

Global Excel must approve in advance any surgery, invasive procedure, diagnostic testing, or treatment (including, but not limited to, cardiac catheterization), prior to the *insured person* undergoing such surgery, procedure, testing or treatment. It remains *your* responsibility to inform *your* attending *physician* to call Global Excel for approval,

except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.

### **Failure to Notify Global Excel**

In the event of an *emergency* during a trip, *you* must call Global Excel immediately, prior to seeking treatment. If it is not reasonably possible for *you* to contact Global Excel prior to seeking treatment due to the nature of *your emergency*, *you* must have someone else call on *your* behalf or *you* must call as soon as medically possible.

If *you* fail to notify or obtain prior approval from Global Excel, benefits payable will be reduced by 20%, up to a maximum of \$10,000. *You* will be responsible for payment of any remaining charges. This clause will not apply if the total expenses incurred do not exceed \$500.

### **Benefits Limited to Incurred Expenses**

The total benefits paid to *you* from all sources cannot exceed the actual expenses which *you* have incurred.

### **Transfer or Medical Repatriation**

During an *emergency* (whether prior to admission or during a covered *hospitalization*), the *insurer* reserves the right to:

- a) transfer *you* to one of our preferred health care providers; and/or return *you* to *your* province or territory of residence for the *medical treatment* of *your sickness* or *injury* without danger to *your* life or health. If *you* choose to decline the transfer or return when declared medically *stable* by the *insurer*, the *insurer* will be released from any liability for expenses incurred for such *sickness* or *injury* after the proposed date of transfer or return. Global Excel will make every provision for *your* medical condition when choosing and arranging the mode of *your* transfer or return and, in the case of a transfer, when choosing the *hospital*.

### **Limitation of Benefits**

Once *you* are deemed medically *stable* to return to Canada (with or without escort) either:

- a) in the opinion of the *insurer*; or
- b) by virtue of discharge from a medical facility where *you* do not require a follow-up visit within 10 days, *your* medical *emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence, or complication related to the *emergency* will no longer be eligible for coverage under this *policy*.

### **Subrogation**

If *you* suffer a loss covered under this *policy*, the *insurer* is granted the right from *you* to take action to enforce all *your* rights, powers, privileges, and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss. Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to *you*, regardless of fault, the *insurer* is granted the right to make a demand for and recover those benefits. If the *insurer* institutes an action, the *insurer* may do so at its own expense, in *your* name, and *you* will attend at the place of loss to assist in the action. If *you* institute a demand or action for a covered loss *you* shall immediately notify the *insurer* so that it may safeguard its rights. *You* shall take no action after a loss that will impair the rights of the *insurer* set forth in the previous paragraph and shall do such things as are necessary to secure the *insurer's* rights.

### **Other Insurance**

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside the province of residence that are in excess of the amounts for which *you* are insured under such other coverage.

All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. 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 \$50,000 or less.

### **Availability of Care**

The *insurer*, TD Insurance or Global Excel shall not be held responsible for the availability or quality of any *medical treatment* (including the results thereof) or transportation at the vacation destination, or *your* failure or inability to obtain *medical treatment* while on a trip.

### **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 unless another beneficiary is designated in writing to Global Excel and the *insurer*.

Any claims paid to *you* will be payable in Canadian funds. If *you* have paid a covered expense, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. No sum payable shall bear interest. All benefit limits indicated are in Canadian currency.

### **Misrepresentation and Non-Disclosure**

The entire coverage under this *policy* shall be void if the *insurer* determines, whether before or after loss, *you* have concealed, misrepresented, or failed to disclose any material fact or circumstance concerning *your policy* or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured persons* under this contract of insurance.

### **Applicable Law**

This contract of insurance is governed by the laws of the Canadian province or territory of residence of the *insured person*. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured person*.

### **Legal Action Limitation Period**

Every action or proceeding against an *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Civil Code of Quebec*.

### **Coverage and/or payment benefit prohibited by law**

This coverage shall be null and void and no benefit will be payable where the coverage and/or payment of the benefit is prohibited by Canadian law or by any other applicable national economic or trade sanctions law or regulation.

## **Section 15: Statutory Conditions**

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1. **The Contract** – The application, this *policy*, any document attached to this *policy* when issued and any amendment to the contract agreed on 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.
2. **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 signed by the *insurer*.
3. **Copy of Application** – The *insurer* shall, upon request, furnish to the *insured person* or to a claimant under the contract a copy of the application.
4. **Material Facts** – No statement made by the *insured person* or a person insured at the time of application for this contract shall be used in defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
5. **Notice and Proof of Claim**
  - 1) The *insured person* or a person 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 of the notice, or by sending it by registered mail, to the head office or chief agency of the *insurer* in the province, or
      - ii. by delivery of the notice to an authorized agent of the *insurer* in the province, not later than 30 days after the date a claim arises under the contract on account of an *accident* or *sickness*;
    - b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the *insurer* such proof as is reasonably possible in the circumstances of
      - i. the happening of the *accident* or the commencement of the *sickness*,

- ii. the loss caused by the *accident* or *sickness*,
  - iii. the right of the claimant to receive payment,
  - iv. the claimant's age, and
  - v. if relevant, the beneficiary's age, and
- c) if so, required by the *insurer*, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim is made under the contract and in the case of *sickness*, its duration.

**Failure to Give Notice and Proof**

- 2) Failure to give notice of claim or furnish proof of claim within the time required 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 after the date of the *accident* or the date a claim arises under the contract on account of *sickness*, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
  - b) in the case of the death of the person insured, if a declaration of 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.
6. **Insurer to Furnish Forms for Proof of Claim** – The *insurer* shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but if 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* or *sickness* giving rise to the claim and of the extent of the loss.
7. **Rights of Examination** – As a condition precedent to recovery of insurance money under the contract,
- a) the claimant must give to the *insurer* an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim hereunder is pending, and
  - b) in the case of death of the person insured, the *insurer* may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
8. **When Money Payable** – All money payable under the contract shall be paid by the *insurer* within 60 days after it has received proof of claim.
9. **Limitation of Actions** – An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland, and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.
- In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured person* and any other provisions of this *policy*, the statutory conditions, or provisions of the Civil Code of Quebec, as applicable, shall prevail.

**This is the end of *your policy***

## Complaint-Handling Process for TD Life Insurance Company

At TD Insurance we're committed to providing the best customer experience. *Your* confidence and trust are extremely important to *us*. If *you* have a problem or concern, *you* can contact us in the way most convenient for *you*. To do so, follow the complaint-handling process on *our* website at [tdinsurance.com](http://tdinsurance.com).

### Step 1: Contact *Our* Administrator

If *you* are not satisfied with the outcome of *your* claim, *you* may appeal the decision by contacting *our* administrator by phone, mail, or email using the contact information provided below:

Global Excel Management Inc.  
Attention: Appeals Department  
73 Queen Street  
Sherbrooke, Quebec J1M 0C9

Phone: 1-833-962-1140 or +1-519-988-7629

Email: [TDI.Claims@globalexcel.com](mailto:TDI.Claims@globalexcel.com)

### Step 2: Contact TD Insurance Customer Care

If *you* are not satisfied with the solution offered in Step 1, the problem will be escalated to the TD Insurance Customer Care Department. At this level a TD Insurance Customer Care Manager will work with *you* to understand the problem. The TD Insurance Customer Care Manager will provide *you* with the decision on the matter. *You* may contact the TD Insurance Customer Care Department directly by phone, mail or email using the contact information provided below:

TD Insurance Customer Care Department

PO Box 1

TD Centre

Toronto, Ontario M5K 1A2

Phone: 1-877-734-1288

Email: [tdinscc@td.com](mailto:tdinscc@td.com)

Please be sure to include *your* full name, address, telephone number, *policy* and/or claim number in all inquiries.

### Step 3 – Contact the Senior Customer Complaints Office

If *your* problem or concern remains unresolved after *you* have followed Steps 1 and 2, *you* may contact the Senior Customer Complaints Office (SCCO). The SCCO is dedicated to resolving disputes fairly and professionally. If the SCCO determines that *your* concern has not been addressed by a Customer Care Manager as outlined in Step 2, the SCCO may direct *your* problem to the appropriate business area for investigation and response. Within five days of receiving *your* enquiry, the SCCO will write or call to advise *you* if and where *your* problem has been redirected, whether it has been resolved, or in more complex cases, what further steps are being taken and when *you* can expect a resolution. *You* may contact the SCCO by:

Senior Customer Complaints Office

P.O. Box 1

TD Centre

Toronto, Ontario M5K 1A2

Phone: 416-982-4884 or 1-888-361-0319 (toll free)

Fax: 416-983-3460 or 1-866-891-2410 (toll free)

Email: [td.scco@td.com](mailto:td.scco@td.com)

Please be sure to include *your* full name, address, telephone number, *policy* and/or claim number in all inquiries.

Step 4 – If *your* problem or concern remains unsatisfied after *you* have received the SCCO's final position letter *you* may contact the appropriate OmbudService:

Contact for home and auto complaints:

General Insurance OmbudService  
(GIO) 4711 Yonge Street, 10<sup>th</sup> Floor  
Toronto, Ontario M2N 6K8 Phone:  
1-877-225-0446 (toll free) Fax: 416-  
299-4261  
Website: [www.giocanada.org](http://www.giocanada.org)

Contact for life and health complaints:

OmbudService for Life & Health Insurance  
(OLHI) 20 Adelaide Street East, Suite 802  
P.O. Box 29  
Toronto, Ontario M5C 2T6 Phone:  
1-888-295-8112 (toll free) Fax: 416-  
777-9750  
Website: [www.olhi.ca](http://www.olhi.ca)

Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure that they comply with federal consumer protection laws.

The FCAC also helps educate consumers, and monitors industry codes of conduct and public commitments designed to protect the interests of consumers. At TD Insurance, *we* comply with consumer laws that protect *you* in various ways. For example, *we* will provide *you* with information about *our* complaint-handling procedures. *We* also comply with the CBA Code of Conduct for Authorized Insurance Activities.

If *you* have a complaint regarding a potential violation of a consumer protection law, a public commitment, or an industry code of conduct, *you* can contact the FCAC in writing at:

Financial Consumer Agency of Canada  
Enterprise Building, 6th Floor  
427 Laurier Avenue West  
Ottawa, Ontario  
K1R 1B9

The FCAC can also be contacted by telephone at 1-866-461-3222 (en français 1-866-461-2232).

For more information about the FCAC, please visit [www.fcac-acfc.gc.ca](http://www.fcac-acfc.gc.ca) Please note: The FCAC does not become involved in matters of redress or compensation – all requests for redress from TD Insurance must follow the problem resolution process available in this site.

## Consent to TD Insurance Handling of Your Personal Information and Privacy Policy

**You consent to Our Privacy Policy.** You agree that TD Insurance which includes the Toronto Dominion Bank and affiliated companies (collectively "TD") may handle your personal information as we set out in our Privacy Policy. You can find our Privacy Policy online at [td.com/privacy](http://td.com/privacy).

**You have choices.** The Privacy Policy outlines your options, where available, to refuse or withdraw your consent.

**Here is a summary of our Privacy Policy.**

***We collect, use, share and retain your information to:***

- Identify you
- Process your application and assess your eligibility
- Underwrite insurance
- Provide you ongoing service
- Communicate with you
- Personalize our relationship with you
- Determine the right product, premium or coverage
- Improve TD products and services
- Protect against fraud, financial abuse and error
- Manage and assess our risks
- Meet legal and regulatory obligations

***We collect information (for the purposes set out above) from you and others including:***

- Fraud prevention agencies and registries
- Any health care professional, medically-related facility, insurance company, government agency, organizations who manage public information data banks, or insurance information bureaus, including MIB Group, Inc. and the Insurance Bureau of Canada
- From your interactions with us, including on your mobile device or the Internet, cameras at our property and records of your use of our products and services
- A personal investigation report prepared in verifying and/or authenticating the information you provide in your life or health insurance application

***We may share your information (for the purposes set out above) with these parties. Some of them may be located outside your province/territory or outside Canada:***

- TD affiliates
- Fraud prevention agencies and registries
- Health-care professionals
- Companies that we work with to provide products or services
- Insurance companies (including prospective insurers and reinsurers)
- Organizations who manage public information data banks, or insurance information bureaus, including the MIB Group, Inc. and the Insurance Bureau of Canada.

***We retain your information:***

We keep your information for as long as we reasonably need it for the purposes set out above.

***How we may communicate with you:***

We may communicate with you about your application and about other products and services that may be of interest to you. We may contact you by phone or text at the number(s) you have provided, or by mail, email or other electronic methods.

You can opt out of receiving offers or choose how we contact you for marketing campaign purposes. You may do so by contacting TD Life Insurance Company at 1-833-962-1143.

