

# TRAVELANCE EMERGENCY MEDICAL TRAVEL INSURANCE POLICY

## BEFORE YOU DEPART

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 22. If **you** have any questions, contact **your agent**.

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

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

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

## 10 DAY RIGHT TO EXAMINE

**You** may cancel this **policy** within 10 days of purchase for a full refund if **you** have not departed on **your covered trip** and there is no claim in process.

## IMPORTANT NOTICE

- 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 is subject to certain limitations, conditions or exclusions.
- **Pre-existing condition** exclusions may apply to **medical conditions** and/or symptoms that existed prior to **your covered trip**. Check page 4 to see how these apply to **your policy** and how they

relate to **your departure date**, date of purchase or **effective date**.

- In the event of an **injury** or **sickness**, prior medical history may be reviewed when a claim is reported.
- This **policy** provides travel assistance and **you** are required to notify the **emergency assistance provider** prior to **treatment**. This **policy** limits benefits should **you** not contact the assistance provider within the specified time period.

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## ELIGIBILITY REQUIREMENTS

If **you** do not meet the requirements and conditions listed below **your** insurance is void and the **company's** liability is limited to a refund of the premium paid:

- **You** must not have a **medical condition** for which a **physician** has advised **you** against travel prior to **your effective date**.
- **You** must not have been diagnosed with a **terminal sickness** prior to **your effective date**.
- Anyone over 69 years of age on the **effective date** must not reside in a retirement home, nursing home, assisted living home, convalescent home, hospice or rehabilitation centre that assists **you** daily with **your** mobility or medications. Do not include a one-time temporary stay at a rehabilitation centre of no more than 6 weeks during the 12 months prior to **your departure date**.

## IMPORTANT INFORMATION ABOUT PRE-EXISTING CONDITIONS

A **pre-existing condition** is any **medical condition**, other than a **minor illness**, that exists prior to **your effective date**. Coverage is provided for a **pre-existing condition** if it was **stable** within the time periods listed in the Stability Table below:

STABILITY TABLE		
Age	Stability Period	Counting Back From
0-59	60 days	Departure Date
60-74	180 days	
75-89	365 days	

## SCHEDULE OF MAXIMUM BENEFITS

BENEFIT SECTIONS		BENEFIT MAXIMUM
<b>1</b>	<b>TRAVEL ASSISTANCE</b>	INCLUDED
<b>2</b>	<b>EMERGENCY MEDICAL</b>	
	HOSPITAL & MEDICAL	\$10,000,000
	ACCIDENTAL DENTAL	\$4,000
	EMERGENCY MEDICAL EVACUATION/ RETURN HOME	\$10,000,000
	ACCOMMODATION & MEALS	\$1,750
	INCIDENTAL EXPENSES	\$250

- For full emergency medical coverage **you** must be insured under a valid Canadian federal, provincial or territorial government health insurance plan (GHIP) or Canadian university health insurance plan (UHIP). Otherwise the limit of coverage is \$25,000.
- **You** must be a resident of Canada.
- **You** must be under 90 years of age on **your effective date**.
- The **policy** must be purchased prior to **your departure date**.
- Any child born during the **covered trip** is not entitled to coverage under this **policy**.
- For anyone age 60 and over purchasing a single trip plan, the **effective date** of this **policy** must be greater than 13 days from any previous policy expiry date.

The maximum length of a **covered trip** is as follows:

For Single Trip Plans:

- For ages 59 and under the maximum length of the **covered trip** is 365 days;
- For ages 60 to 69 the maximum length of the **covered trip** is 60 days;
- For ages 70 to 89 the maximum length of the **covered trip** is 16 days.

For Annual Plans:

- Coverage is provided only for the first 15 or 30 days of any **covered trip** taken during the year depending on the duration purchased.
- *The Annual Emergency Medical Plan* cannot be used as a **top up**.

## PERIOD OF COVERAGE

### Effective Date – When Coverage Begins

Your coverage begins on the **departure date** at the point when **you** leave **your** province or territory of residence on **your covered trip**. If coverage is purchased as **top up** coverage, this insurance begins when the other coverage expires.

If **you** have purchased the *Annual Emergency Medical Plan*, **you** are covered for unlimited travel within Canada (excluding **your** province or territory of residence).

### When Coverage Ends-Single Trip Plan

**Your** coverage ends on the earliest of the following events:

1. The date and time **you** cancel **your** insurance prior to departure;
2. When **you** cancel **your covered trip**;
3. On **your policy expiry date** as shown on **your policy confirmation**;
4. On the date **you** return to **your departure point**.

**Your** coverage will not end if **you** temporarily return to **your** province/territory of residence to attend a funeral or go to the bedside of a **hospitalized family member**. In such a case, **your policy** will remain in effect up to **your expiry date** except **we** will apply the **pre-existing condition** exclusion based on **your** new **departure date** upon continuing **your covered trip**.

### When Coverage Ends-Annual Plans

**Your** coverage for any one **covered trip** ends on the earliest of the following events:

1. The date and time **you** return to **your** province/territory of residence;
2. The 15<sup>th</sup> day or 30<sup>th</sup> day after **you** leave Canada;
3. On **your policy expiry date** as shown on **your confirmation of coverage**.

**You** must maintain proof of **departure dates** and **return dates**.

## Automatic Extension of Coverage

**Your** insurance will automatically be extended beyond **your** scheduled **expiry date** as shown on **your policy confirmation** if:

1. **Your** scheduled **common carrier** is delayed or **you** are delayed due to circumstances beyond **your** control, coverage will be extended for up to 72 hours; or
2. **You, your travelling companion** or a **family member** travelling with **you** are admitted to **hospital** on or prior to **your expiry date**. Coverage will be extended for the duration of the **hospital** stay and for up to 5 days after discharge from the **hospital** while outside **your** province or territory of residence; or
3. **You, your travelling companion** or a **family member** travelling with **you** are unable to travel due to a medical reason that does not require hospitalization. Coverage will be extended for up to 3 days and must be documented by a **physician** at **your** destination.

## Extending Coverage After Departure

If **you** decide to extend **your covered trip** after departure, call **your** agent.

**We** will extend **your** coverage under this **policy** beyond **your expiry date**, as long as:

1. **You** have not incurred a claim under this **policy**;
2. **You** have not experienced an **injury** or **sickness** including symptoms of undiagnosed **medical conditions**, or have not had medical **treatment** during **your covered trip**;
3. Coverage under this **policy** is in force at the time **you** request an extension;
4. **You** pay any additional required premium for such extension; and
5. The total Period of Coverage for any single **covered trip** including the extension requested, will not exceed the period for which **your** government health insurance plan covers **you** nor the maximum number of days of the plan purchased.

In all other circumstances, coverage may be extended beyond the above time frames, but only at the **company's** discretion. In no event shall coverage be extended for a period exceeding 12 months from **your** original **departure date**.

Failure to make medical information known will render this coverage extension null and void.

## How Do You Become Insured

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

- When **you** are named on a completed insurance application; and
- When **you** pay the required premium on or before **your** coverage **effective date**.

If **you** have an infant under the age of 2 years who is a **family member**, travelling with **you** and listed on the **policy confirmation**, the infant will be covered at no charge under **your policy** for Emergency Medical benefits. Any child born during the **covered trip** is not entitled to coverage under this **policy**.

## TRAVEL ASSISTANCE

### When It Applies

If **you** require **emergency** medical or other help while travelling on **your covered trip**.

### What We Provide – 24/7

- a) **Medical Assistance**
- b) **Medical Evacuation and Repatriation Assistance**
- c) **Emergency Return Home Travel Assistance**
- d) **Travel Arrangement Assistance**
- e) **Lost or Delayed Baggage or Document Assistance**
- f) **Legal or Translation Assistance**

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

## What To Do When You Need Assistance

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

USA & Canada 1-800-334-7787  
Direct Dial Collect 1-905-667-0587  
Email: assistance@oldrepubliccanada.com

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

### Limitation on Emergency Assistance Provider Services

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

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

# EMERGENCY MEDICAL

## When It Applies

If **you** experience a medical **emergency** while on **your covered trip**.

## What We Cover

1. **Emergency medical expenses:** as listed below and ordered or prescribed by a **physician** as **medically necessary** for diagnosis or **treatment of your emergency sickness or injury:**
  - a) the services of a **physician**, surgeon or in-hospital duty nurse;
  - b) **hospital** room and board charges up to the semi-private room rate. This will include expenses for a cruise ship cabin or hotel room, not already included in the cost of **your covered trip**, if recommended as a substitute for a **hospital** room for recovery of an **injury** or **sickness**;
  - c) transportation furnished by a professional ambulance company to and from a **hospital**;
  - d) up to \$50 each way if a local taxi service is required to get **you** to and from the nearest medical service provider for a minor **emergency**;
  - e) **your emergency** evacuation from a remote location to the nearest appropriate **hospital** that can provide the necessary **emergency** medical **treatment** as determined and arranged by **our emergency assistance provider**;
  - f) diagnostic procedures, laboratory procedures and **treatment**, subject to prior approval by **us**;
  - g) medical equipment purchased or rented for therapeutic purposes subject to prior approval by **us**;
  - h) prescription medications required to **treat** any **emergency medical condition** or **injury**, which are prescribed by a **physician** and

dispensed by a licensed pharmacist (maximum 30 day supply).

- i) One follow-up visit following **emergency treatment** or one follow-up visit following **hospital** discharge for an **emergency** that is covered by this **policy**. The follow-up visit must be recommended by a **physician** at the time of discharge and take place within the required time frame recommended for an initial follow-up visit. The cost of this follow-up visit is limited to \$500.
- With respect to all **emergency** medical expenses, **you** or someone acting on **your** behalf are required to immediately contact **our** 24 hour assistance line at the telephone numbers provided on page 8 of this **policy** before admission to **hospital** or within 24 hours after a life or organ-threatening **emergency**. Failure to do so will result in **you** being responsible for 30% of any eligible expenses incurred.
  - The **company** reserves the right to return **you** to Canada or to **your departure point** before any **treatment** or following **emergency treatment** for **sickness** or **injury**, if the medical evidence obtained from **our** medical advisor and **your** local attending **physician** confirms **you** are able to return to Canada without endangering **your** life or health.
  - If **you** elect not to return to Canada following the **company's** recommendation to do so, any further expenses related to the **emergency** will not be covered by this **policy** and all benefits will end.
2. **Prescription drugs:** up to \$50 for prescription drugs lost, stolen or damaged during **your covered trip**. Up to \$75 will be allowed if the services of a local **physician** are required to secure the replacement prescription. **You** must contact **our emergency assistance provider**.
  3. **Emergency dental:** treatment ordered by a licensed dentist or dental surgeon as follows:

- a) Up to \$4,000 will be paid for **treatment** or repair of natural or permanently attached artificial teeth which are damaged by an **injury** to the head or mouth. Continuing dental **treatment** completed within 90 days after **you** return to Canada is available provided the **treatment** is related to the **injury**. Services performed by a **family member** are not covered;
- b) up to \$300 to relieve acute pain and suffering not related to an **injury**. Services performed by a **family member** are not covered.
4. **Emergency paramedical services:** performed by a chiropractor, chiropodist, physiotherapist, osteopath or podiatrist for **emergency treatment** up to \$300 per category of practitioner. Services performed by a **family member** are not covered.
5. **Accommodation and meals:** commercial accommodation, meals, essential telephone calls, taxi fares or rental vehicle charges incurred by **you, your travelling companion**, or a **family member** travelling with **you** if one of you is relocated to receive **emergency medical treatment** or one of you is hospitalized beyond **your expiry date** due to **sickness** or **injury**.
- This benefit is limited to \$350 per day to a maximum of \$1,750. Original receipts and the local attending **physician's** written diagnosis of the **sickness** or **injury** must be submitted for this benefit to qualify for payment.
6. **Medical evacuation or return home:** in response to an **emergency sickness** or **injury** as follows:
- a) the extra cost of a one way **fare** on a commercial airline via the most direct route to return **you** to **your** place of residence; or
- b) the cost to accommodate a stretcher on a commercial airline via the most direct route to return **you** to **your** place of residence or to the most appropriate medical facility closest to **your** home, plus the reasonable cost of meals, accommodations and airfare expenses for a qualified medical attendant to accompany **you** if it is deemed **medically necessary**; or
- c) air ambulance transportation when it is **medically necessary**.
- Benefits must be pre-approved and arranged by **us** in consultation with **our** medical advisors, the local treating **physician** and **our emergency assistance provider** for coverage to apply. If **your** unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.
7. **Bedside visit:** If **you** are admitted to **hospital** for an **emergency sickness** or **injury** and the local attending **physician** recommends that a relative or close friend should visit at **your** bedside, remain with **you**, or accompany **you** home, **we** will reimburse the cost of a round-trip **fare** by the most direct route and **up to** \$750 for commercial accommodation and meals. **We** will automatically insure the accompanying **family member** or friend for Emergency Medical coverage under this **policy** until **you** are medically stable to return to Canada, subject to the eligibility, limitations, conditions, & exclusions of this **policy**.
- These benefits are subject to prior approval by **us**.
8. **Return and escort of children:** This benefit is payable if **you** are confined to a **hospital** for more than 24 hours or **you** must return to **your** home because **you** have a medical **emergency** which is covered by this **policy** or in case of **your** death. **We** will pay for the transportation expenses incurred, up to the cost of a one way **fare** for the return home of any **children** who are accompanying **you**. If **your** child is under 18 years of age, **we** will also pay the extra cost of a round trip airfare via the most direct route, overnight commercial accommodation, and reasonable meal expenses for an escort to

accompany **your** child home. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged or **you** may choose to turn **your** unused return ticket over to **us**.

9. **Child care cost:** If **you** are admitted to hospital for an **emergency sickness** or **injury** during **your covered trip** and need to be relocated to receive **emergency medical treatment** or are delayed beyond **your expiry date**, **we** will reimburse **you** up to \$50 per day to a maximum of \$500 for the professional child care cost incurred during **your covered trip** to care for **children** travelling with **you**.

- Original receipts from the professional child care provider are required.

10. **Return of travelling companion:** If **you** must return to **your departure point** because of a medical **emergency** covered by this **policy**, **we** will reimburse **you** for the extra cost of a one way **fare** on a commercial flight via the most direct route to return **your travelling companion** back to **your departure point**. If the unused return travel ticket is refundable, **we** will deduct the value of the refund from the return transportation cost **we** arranged.

11. **Repatriation of remains:** If **you** die during **your covered trip**, **we** will reimburse the **reasonable and customary** expenses incurred for:

- a) preparing and transporting **your** remains or ashes back to **your departure point** ; or
- b) the cremation or burial of **your** remains at the location where death occurs up to \$10,000.

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

Benefits under this section shall not duplicate any benefits available under any other section of this **policy**.

12. **Identification of remains:** If someone is legally required to identify **your** remains before **your** body is released, **we** will reimburse the cost of

one person to travel to the place where **your** remains are located via a round-trip **fare** by the most direct route and up to \$500 for commercial accommodation and meals. **We** will automatically insure this person for Emergency Medical coverage under this **policy** for not more than 3 days until they return to Canada, subject to the eligibility, limitations, conditions, and exclusions of this **policy**.

- This benefit must be pre-arranged and approved by **us**.

13. **Vehicle return:** **We** will pay the expenses associated with returning **your** vehicle to **your** home or **your** rental vehicle to the appropriate rental agency if **you** are unable to do so because of a medical **emergency**, up to \$2,000. Return of commercial vehicles is not covered.

14. **Return of baggage and personal effects:** In the event of **your** medical evacuation or repatriation of remains arranged by the **company**, if there is insufficient space to accommodate **your baggage and personal effects** aboard the transport provided, **we** will reimburse **you** up to \$500 to cover the cost of shipping these items to **your departure point**.

15. **Incidental expenses:** If **you** are required to stay in a **hospital** for **treatment** of an **emergency sickness** or **injury** as an in-patient while on **your covered trip**, **we** will reimburse **you** up to \$250 for **your** out of pocket expenses such as television, wi-fi and parking charges. Original receipts (no copies) and proof of payment must be submitted.

16. **Eyeglasses replacement:** In the event **your** eyeglasses are damaged as a result of a covered **injury**, **we** will reimburse **you** up to \$200 to replace them during **your covered trip**.

17. **Return to destination:** If, following **your emergency** medical evacuation arranged by the **company** to **your** place of residence, **you** wish to return to **your** destination, **we** will reimburse **you** for the cost of a one way **fare** to the city from where the medical evacuation occurred.

- This benefit is available only if:
  - a) **You** attending **physician** at **your** place of residence determines that **you** require no further **treatment**,
  - b) **You** receive prior approval by **us**,
  - c) **You** choose this benefit instead of benefit #13, vehicle return, and
  - d) **Your** return must be prior to **your expiry date**.
- Once **you** return to **your** destination, a **recurrence** of the **medical condition** which necessitated **your emergency** medical evacuation or related **medical condition** will not be covered under this **policy**.
- This benefit can only be used once during **your covered trip**. Upon return to **your** destination, the **effective date** of coverage is the day **you** leave **your departure point** to return to **your** destination.

18. **Pet care:** If **you** are admitted to **hospital** for 12 or more hours while on **your covered trip** coverage is provided up to \$1,500 for **your family pet** travelling with **you** on **your covered trip** for:

- a) The necessary quarantine accommodations and care in a pet boarding facility while **you** are admitted to **hospital**;
- b) The necessary preparation and transportation costs to return to **your departure point** if **you** are evacuated or repatriated by the **company**.

All benefits must be pre-approved and arranged by **us**.

## What We Pay

**You** will be reimbursed for the **reasonable and customary** charges in excess of any government health insurance plan (GHIP) allowance, **your** Canadian university health insurance plan (UHIP) allowance or any private medical plan, less any applicable **deductible**, for the eligible **emergency** medical expenses listed above up to the maximum

benefit amount described on the Schedule of Maximum Benefits.

If **you** have other insurance that may provide the same benefits **you** must notify **us** of that insurance, cooperate with **our** efforts to coordinate benefits payable by another insurer, and reimburse **us** for any payment that **we** have made that **you** receive from another insurer.

## POLICY EXCLUSIONS

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

1. **Your** or **your travelling companion's pre-existing condition** that was not **stable** during the time periods indicated in the Stability Table:

STABILITY TABLE		
Age	Stability Period	Counting Back From
0-59	60 days	Departure Date
60-74	180 days	
75-89	365 days	

2. Any **sickness** or **injury** resulting from:
  - a. a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina within the time periods listed in the Stability Table
  - b. a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed in the Stability Table;
3. Expenses incurred for medical care or services where **your covered trip** was undertaken contrary to medical advice or after receiving a prognosis of a **terminal sickness**;
4. Any **treatment**:
  - a) not required for the immediate relief of acute pain and suffering;
  - b) which can reasonably be delayed until **you** return to **your** province or territory of residence;

- c) for follow-up **treatment, recurrence** of a **medical condition** or subsequent **emergency treatment** or **hospital** stay for a **medical condition** or related **medical conditions** for which **you** had received **emergency treatment** during **your covered trip**;
  - d) routine or general physical examinations, drugs or medication available without a prescription, eyeglasses or contact lenses or services which are not **medically necessary**;
5. Transplants of any kind;
  6. Unless prior approval is obtained from **us**, any **emergency** air transportation, MRI, CAT Scan, surgery, cardiac procedures, including but not limited to cardiac catheterization, angioplasty or surgery;
  7. Expenses incurred for all medical care or services including those related to an **accident** when this **policy** was purchased specifically to obtain **hospital** or medical **treatment** outside **your** province or territory of residence, whether or not recommended by a **physician**;
  8. Any expenses related to an **injury** or **sickness** that occurred when another insurance was in force during the period of **your covered trip** for which **top up** coverage was purchased;
  9. Expenses incurred for ongoing or recurring **medical conditions**. Once **emergency treatment** and care is completed, no further benefits for the same or related **medical conditions** will be covered;
  10. Arthritis, cataracts, gout, varicose veins, corns, calluses and bunions or any **medical conditions** resulting from the medical care thereof;
  11. Artificial joints within one year of any surgery;
  12. All medical and emergency evacuation costs associated with child birth that occurs after 26 weeks gestation or voluntarily induced abortion;

13. All neo natal, medical care and evacuation costs related to a baby born during the **covered trip**;
14. **Your** mental or emotional disorders including, but not limited to stress, anxiety and depression unless admitted to **hospital**. This exclusion is not applicable to major psychiatric illness such as psychosis, schizophrenia and major affective mood disorders;
15. Any elective medical **treatment**;
16. **Your** use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
17. Any **sickness** or **injury** resulting from long term excessive consumption of alcohol or drugs;
18. **Your** attempted suicide or any intentionally self-inflicted **injury** unless admitted to **hospital**;
19. **Your** participation in **adventurous activities**;
20. **Your** participation in organized professional sporting activities;
21. Driving a motorcycle, moped, or scooter, whether or not **you** are driving on publicly maintained roads, driving off-road or on private property (unless **you** hold an applicable valid Canadian driver's license);
22. **Your** riding, driving or participating in:
  - a. motorized races of speed or,
  - b. races of endurance;
23. Piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a **common carrier**;
24. Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
25. **Your** participation in a crime or malicious act;
26. Participation in a riot or insurrection;
27. War or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution,

insurrection or military uprising or usurped power;

28. **Act of terrorism** by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
29. Participation in the armed forces;
30. Events related to “Avoid Non-Essential Travel” and “Avoid All Travel” advisories issued by the Government of Canada prior to **your effective date** that were or continue to be in effect for any country, region or city of destination on **your covered trip**, as reflected in **your** travel itinerary;
31. Orbital and suborbital flights;
32. A condition that is directly or indirectly related to any **medical condition** for which **you** have declined or delayed recommended **treatment**, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this **policy**;
33. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
34. Any trip outside **your** province or territory of residence as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

## GENERAL POLICY PROVISIONS

**Assignment of benefits:** Where the **company** has paid expenses or benefits to **you** or on **your** behalf under this **policy**, the **company** has the right to recover, at its own expense, those payments from any applicable source or any insurance **policy** or plan that provides the same benefits or recoveries. This **policy** also allows the **company** to receive, endorse and negotiate eligible payments from those parties on **your** behalf. When the **company** receives payment from any Canadian provincial or territorial government health insurance plan, any other insurer, or any other source of recovery to the

**company**, the respective payor is released from any further liability with respect to the claim.

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

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

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

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

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

**Coordination of benefits:** The **company** will coordinate benefits payable under this **policy** with benefits available to **you** under any other policy or plan, so that payments made under this **policy** and from all other sources will not exceed 100% of the eligible expenses incurred. Coordination of Benefits of **emergency medical expenses** will be in accordance with the Coordination of Benefits Guidelines issued by the Canadian Life and Health Insurance Association with respect to Out of Country/Province Medical Expenses. However, if **you** are covered as an active or retired employee under **your** current or former employer’s group health insurance plan for Extended Health Care benefits and the lifetime maximum amount is:

1. \$50,000 or less, Coordination of Benefits will not apply to such amount; or
2. More than \$50,000, Coordination of Benefits will apply only to the amount of insurance in excess of \$50,000.

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

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

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

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

**Refund of premium:** Other than the "10 Day Right to Examine" on page 1, premium refunds are not available.

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

estate, any institution, insurer or person to whom the payment was made.

**Secondary coverage:** The benefits in this **policy** are secondary to those available under any other coverage **you** may have including but not limited to, government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance, credit card benefit insurance, other travel insurance and replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers.

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

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

## DEFINITIONS

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

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

**Adventurous activities** means participating in any of the following: all-terrain vehicles (ATV), bungee

jumping, BASE jumping, bungee jumping, dirt biking (off-road), hang-gliding, skiing or snowboarding in an area accessed by helicopter or outside of marked trails, hot air ballooning, **mountain climbing**, parachuting, paragliding, rock climbing (not mountaineering), scuba diving (unless qualified and not diving deeper than 130 feet), skydiving, any other activity not listed unless the activity is provided by a **travel supplier** that is regulated or licensed where required. **Baggage and/or personal effects** means items or articles of necessity, adornment or for personal convenience including clothing and other personal effects worn on the person that are usually carried by travellers for their individual use while travelling.

**Children** means **your** child or grandchild who is unmarried and is travelling with **you** or who joins **you** during **your covered trip** and is either: i) under 21 years of age; ii) under 26 years of age if a full-time student; or iii) of any age who is mentally or physically handicapped.

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

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

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

**Covered trip** means travel arrangements insured by this **policy** commencing on the **departure date** and ending on the **expiry date**, both as shown on the **policy confirmation**. For the *Annual Emergency Medical Plan*, means trips undertaken during the Period of Coverage of this **policy**.

**Deductible** means the amount of covered expenses per claim that **you** are responsible for paying before any covered expenses are paid under this **policy**. The amount of the **deductible** is shown on **your policy confirmation**.

**Departure date** means the later of the date shown as such on the **policy confirmation** or the date **you** actually depart on **your covered trip**.

**Departure point** means the city, province, territory or country **you** depart from on **your covered trip**.

**Effective date** means the date **your** insurance coverage under this **policy** or a specific benefit of this **policy** begins. (See page 5)

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

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

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

**Family member** means **spouse**, parent, legal guardian, step-parent, grandparent, grandchild, in-laws, natural or adopted child, stepchild, brother, sister, stepbrother, stepsister, foster child, aunt, uncle, niece or nephew.

**Family pet** means a domestic dog or domestic cat kept for companionship and enjoyment on a full-time basis at **your** permanent residence. **Family pet** includes certified a) guide dogs and b) service dogs (i.e. seizure, diabetic, anxiety, depression etc).

**Fare** means the same ticket class that **you** originally purchased for **your covered trip**. This is subject to availability. If you have not insured the full non-refundable cost of **your covered trip**, **fare** means the lowest single seat fare from any International Air Transportation Association carrier.

**Hospital** means an institution that is licensed, staffed and operated for the care and **treatment** of in-patients and out-patients. **Treatment** must be supervised by **physicians** and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the

premises or in facilities controlled by the establishment.

A **hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction **treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

**Injury** means sudden bodily damage caused by an **accident** during **your** Period of Coverage causing **you** to seek medical **treatment**.

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

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

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

**Minor illness** means an infection that ends 30 days prior to the **effective date** of coverage and does not require: use of medication for a period greater than 15 days; more than one follow-up visit to a **physician**; hospitalization; surgical intervention; or, consultation with a medical specialist. A chronic illness or the complication of a chronic illness is not a **minor illness**.

**Mountain climbing** means the ascent or descent of a mountain requiring the use of specialized equipment including crampons, pick-axes, anchors, bolts, carabiners and lead-rope or top-rope anchoring equipment.

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

**Policy** means this document and **your policy confirmation** issued at the time the required premium has been paid.

**Policy confirmation** confirms the insurance coverage **you** have purchased indicating **your policy** number, **your** purchase date, **your departure date** and **your expiry date** along with a brief summary of benefits. This document sets out **your** Period of Coverage and forms an integral part of the **policy** contract.

**Pre-existing condition** means any **medical condition** other than a **minor illness** that exists prior to **your effective date**.

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

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

**Return date** for the *Annual Emergency Medical Plan* means the date on which **you** are scheduled to return to **your departure point** from **your covered trip**.

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

**Spouse** means the person who is legally married to **you**, or if not married to **you**, has been living in a conjugal relationship with **you** for a continuous period of at least one year.

**Stable** means a **medical condition** where:

1. there has not been any new **treatment** prescribed or recommended, or change(s) to existing **treatment** (including a stoppage in **treatment**); and
2. there has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If **you** require a routine adjustment to the dosage of **your** prescription

## CLAIMS INFORMATION

### If You Are Travelling

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

### Contact Us

Travel Claims Department

100 King St W Suite 1100, Hamilton, Ontario L8P 1A2

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

Direct: 905-523-4731

Toll Free Fax: 1-866-551-1704

Fax: 905-528-8338

Email: [traveladmin@orican.com](mailto:traveladmin@orican.com)

### How To Submit A Claim

**You** can submit a claim directly on **our** website::

[www.oldrepubliccanada.com/Claims/TA](http://www.oldrepubliccanada.com/Claims/TA)

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

If **you** have any questions, **you** can contact **us** at the numbers above.

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

- Submit **your** claim as soon as reasonably possible;
- Proof of the claim must be submitted no later than 12 months after the date of the event or loss.

Proof of a Claim shall include:

1. the completion of any claim forms furnished by the **company**;
2. original receipts;
3. a written report, complete with the diagnosis by the attending **physician**, if applicable; and
4. any other form of documentation required by the **company** to validate **your** claim.

Original supporting claims documentation must be provided, however, the **company** may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable support for a claim shall invalidate any claim under this **policy**. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to the **company**.

for Coumadin, Warfarin or Insulin (unless it is newly prescribed or stopped) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and

3. the **medical condition** has not become worse; and
4. there has not been any new, more frequent or more severe symptoms; and
5. there has been no hospitalization or referral to a specialist; and
6. there have not been any tests, investigation or **treatment** recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending **treatment**.

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

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

**Top up** means medical only coverage commencing on the expiration of another plan of insurance.

**Travelling companion** means someone who shares travel arrangements and accommodations with **you** on **your covered trip** up to a maximum of five persons, including **you**.

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

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

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

## Claim Payments

**We** will pay covered claims within 30 days of receiving all of the necessary information required to accurately assess **your** claim.

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

## Limitation of Action

If **you** have a claim in dispute under this **policy**, **you** must begin any legal action or proceeding against the **company** within 24 months following the date of the event which caused the claim. If, however, this limitation is invalid according to the laws of the province or territory where this **policy** was issued, **you** must commence any legal action or proceeding within the shortest time limit permitted by the laws of that province or territory. All legal actions or proceedings must be brought in the province or territory of Canada where **you** permanently reside, or if mutually agreeable, the action can be brought in the province where the head office of the **company** is located.

**Our** privacy policy sets high standards for collecting, using, disclosing and storing personal information. If **you** have any questions about the **company's** privacy policy, please visit [www.orican.com/privacy](http://www.orican.com/privacy), or contact **our** Privacy Officer at [privacy@orican.com](mailto:privacy@orican.com) or 1-800-530-5446.

## Underwritten by:

Old Republic Insurance Company of Canada



Jason Smith, CPA, CA  
President and Chief Executive Officer  
February 2024  
TAEME0224

**Marketed & Distributed by Travelance Inc.**  
**126 Catharine St. N., Hamilton, ON L8R 1J4**

## PRIVACY

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

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

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

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

