# battle face<sup>®</sup>

# **INDIVIDUAL**

# MEDICAL AND TRAVEL INSURANCE POLICY

For use in British Columbia, Alberta and Ontario

Underwritten by Northbridge<sup>®</sup>
Northbridge General Insurance Corporation

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# **USEFUL NUMBERS**

#### **For Emergency Medical Assistance**



#### To make a claim



Call Global Excel Management on: +1 (519) 735 4392 / +1 (833) 982 3967

See page 6 for more information

Call Global Excel Management on: +1 (519) 735 4392 / +1 (833) 982 3967

See page 36 for more information

IF YOU WISH TO MAKE A COMPLAINT REGARDING YOUR POLICY, SERVICE OR THE SETTLEMENT OF A CLAIM PLEASE REFER TO PAGE 37 FOR DETAILS.

# **IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL**

You have purchased a travel insurance policy – what's next? We want you to understand (and it is in your best interests to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy before you travel. Bolded and/or italicized terms are defined in your policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e.: accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions [e.g.: Medical Conditions that are not Stable, pregnancy, child born on trip, excessive use of alcohol, high risk activities].
- This insurance may not cover claims related to Pre-Existing Medical Conditions, whether disclosed or not at time of policy purchase.
- Contact Global Excel Management before seeking Treatment or your benefits may be limited or denied.
- In the event of a claim your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CALL +1 (844) 240 3500, or visit www.battleface.com

# **INTRODUCTION TO YOUR POLICY**

#### THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.

Please read this document and Your Policy Certificate very carefully to ensure You understand the extent of the coverage, exactly what is and is not covered, the conditions of coverage, and that this meets Your requirements.

This policy document provides You with the terms, conditions and exclusions of the insurance coverage, together with information that will help You in the event of an emergency. The policy contains different levels of coverage, some of which do not apply unless You have paid the appropriate additional premium. Conditions and exclusions will apply to individual sections of Your policy while General Exclusions, Conditions and notes will apply to the whole of Your policy.

We will provide the services and benefits described in this policy:

- during the Period of Insurance
- within the Geographical Limits
- subject to the Limits of Coverage, and all other terms, conditions and exclusions contained in this policy
- following payment of the appropriate premium for the level of coverage selected.

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.

Please keep this document in a safe place and take it with You when You travel in case You need assistance or need to make a claim.

Benefits under this policy are underwritten by Northbridge General Insurance Corporation. Northbridge General Insurance Corporation has appointed Active Claims Management (2018) Inc., operating as "Active Care Management", "ACM", "Global Excel Management" and/or "Global Excel" as the provider of all assistance and claims services under this policy.

Your local Canadian representative is:

**Hunter McCorquodale**, a part of Arthur J. Gallagher Canada Limited 1200 - 145 Wellington Street W. Toronto, ON M5J 1H8

**t:** +1 (844) 240 3500 **t:** +1 (647) 558 8760

e: canada@battleface.com

PLEASE CONTACT YOUR CANADIAN REPRESENTATIVE WITH ANY QUESTIONS

# **MEDICAL HEALTH**

If anyone has an undiagnosed Medical Condition (for example, if waiting for tests, investigations or treatment), or has been given a terminal prognosis, this policy will not coverage any related claim against Section A - Cancellation or Trip Interruption and Section B - Emergency Medical and Additional Expenses.

If You have a change in health after You have taken out this insurance but before Your trip starts, coverage under Sections A - Cancellation or Interruption, Section B - Emergency Medical and Additional Expenses, or Section D - Personal Accident of the policy will only continue to be provided where the change in health has been declared to and accepted by Us. You should notify Us as soon as You are aware of a change in health, failure to do so could result in a claim being declined.

This insurance policy is designed to cover You for unforeseen illnesses and accidents occurring during the Period of Insurance.

Please refer to the 'Cancellation or Trip Interruption Coverage for Non-Insured Persons' section for terms that apply for non-travelling Close Relatives, a travelling companion not insured by this policy and people that You intend to stay with.

Pregnancy and Childbirth: Coverage under this policy is provided for unforeseen events. In particular, coverage is provided under Section B-Emergency Medical and Additional Expenses, for unforeseen bodily injury or illness. Pregnancy and/or Childbirth is not considered to be either an illness or injury. For the avoidance of doubt, please note that coverage is ONLY provided under Sections A, B and C of this policy for claims arising from Complications of Pregnancy and Childbirth. Please make sure You read the definition of Complications of Pregnancy and Childbirth in the Meaning of Words.

# **Cancellation or Trip Interruption Coverage for Non-Insured Persons**

A Close Relative who is not travelling with You, a travelling companion not insured by this policy, or the person You are intending to stay with, may have a serious accident, illness or have a Preexisting Medical Condition which deteriorates during Your Trip. In some cases, if their state of health deteriorates greatly as a result of the accident, illness or Pre-existing Medical Condition, You may want to cancel or curtail Your Trip.

Subject to all the other terms and conditions, such claims are covered if the person's Medical Practitioner can confirm in writing that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition manifesting or deteriorating to such a degree that this would become necessary. If the Medical Practitioner will not confirm this Your claim is not covered.

# **EMERGENCY ASSISTANCE 24 HOURS A DAY**

In the event of a medical emergency You must contact Global Excel Management as soon as possible. You MUST contact Global Excel Management before incurring expenses in excess of CAD 500 (or currency equivalent) except in case of emergency. If You are physically prevented from contacting Global Excel Management immediately, You, or someone designated by You, must contact Global Excel Management within 48 hours.

Please contact Global Excel Management on +1 (519) 735 4392 / +1 (833) 982 3967 or northbridgeassistance@globalexcel.com

Give Your name, insurance details, reference number and as much information as possible. Please provide a telephone or email address where our Assistance team can contact You or leave messages at any time of the day or night.

This policy is NOT a Private Medical Insurance policy and does not provide coverage for procedures that can be carried out in Your Home Country after repatriation or for any medical expenses incurred in private facilities if a medically suitable State facility is available.

# **OPERATIVE TIME**

When coverage begins:

This is Your effective date and time for **Trip Cancellation**: On the day that when You elect the coverage and Our authorized representative receives the required premium to cover Your Trip.

This is Your effective date and time for **Trip Interruption**: Coverage begins when You depart on Your first scheduled travel arrangement for Your Trip.

This is Your effective date and time for all other coverages: Coverage begins on the date and time You start Your Trip.

When coverage ends:

Trip Cancellation coverage automatically ends on the earlier of:

- 1. the date and time You depart on Your Trip
- 2. the date and time You cancel Your Trip

For all other sections of cover, coverage ends when You arrive back in Your Home Province.

# **IMPORTANT INFORMATION**

We would like to draw Your attention to important information about Your policy including:

- **Eligibility:** To be eligible for this insurance You must be 1 month or over on the date of travel and 79 years or under when the trip, for which this insurance is purchased, finishes. Also, You must be registered for GHIP in Your Home Province in order for You to be covered under Section B, Medical and Emergency Expenses for travel within Canada. GHIP coverage is not required for coverage outside of Canada.
- For trips made within Canada outside Your Home Province, cover under Section B, Medical and Emergency Expenses is excess of Your GHIP (or any other valid and collectible medical insurance). You must be eligible for GHIP and insured by GHIP for the entire duration of Your Trip. Please note if Your GHIP expires while You are mid-trip outside Your home province, cover under Section B, Medical and Emergency Expenses will be reduced to CAD 50,000 until You have renewed Your GHIP and provided proof of the renewal.
- Changes to Your Policy: You must answer all questions about this policy honestly and fully at all times. You must also tell Us immediately if anything that You have already told Us changes by contacting Your local representative Hunter McCorquodale, a part of Arthur J. Gallagher Canada Limited. If You do not tell Us Your policy may be cancelled and any claim You make may not be paid.
- **Conditions and Exclusions:** There are conditions and exclusions which apply to each individual section of Your policy and there are general conditions and exclusions which apply to the whole of Your policy. See pages 31 to 35.
- **COVID-19:** This policy covers You for medical expenses arising from COVID-19 infection while You are outside Your Home Province. The COVID-19 benefit is available for COVID-19 (the disease); SARS- Cov-2 (the virus); and any mutation or variation of SARS-CoV-2. In addition, this policy also covers You under Section A Cancellation and Trip Interruption, where COVID-19 is treated as an unforeseen illness.
- **Personal Possessions:** This policy provides coverage for loss, damage or theft of Your Baggage. There are some important limitations to coverage that will apply to single articles, Valuables and also items lost or stolen from a beach/poolside or where satisfactory proof of ownership cannot be provided. If You are planning to take expensive items such as cameras, e-readers, games consoles, laptops, mobile/smart phones, tablets, jewelry, watches or other Valuables with You then You should check that You have adequate personal possessions coverage under a home contents or other insurance policy. Baggage claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis.
- Third Party Liability: If You use any form of mechanically propelled vehicle (e.g. car, motorcycle, moped or scooter), sail or powered boat, or an airborne craft, no liability coverage will apply under this policy
- Activities and Sports: Activities and Sports cover only applies for the 'Automatically Included Activities and Sports' on pages 42 and 43 unless You have paid the appropriate additional premium to include the 'Optional Activities and Sports' on pages 44 and 45 of this policy. Coverage will apply to sections A to F of Your policy. It does not apply to Section G Personal Liability. The maximum age limit for these activities is 65 years.
- This insurance does not apply while You are backcountry skiing unless with a qualified instructor or guide. There is strictly no coverage under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/snowboard-acrobatics, ski/snowboard stunting, extreme skiing/snowboarding, skeleton and luge or any variations. and You must ensure that You have coverage for third party injury or property damage in place.
- **Excluded Activities and Sports:** This insurance excludes certain sports and pastimes. Please see page 8 for the list of Excluded Activities.

# **EXCLUDED ACTIVITIES AND SPORTS**

Activity	
Any professional sporting event or activity	Motorized speed contests
Abseiling without a licensed operator	Mountaineering when higher than 4500m, 14,765 feet
Barrel racing	Parachuting unless in tandem with a licensed operator
Bronc riding	Paragliding unless in tandem with a licensed operator
Bull riding	Parasailing
Bunjee Jumping	Riding on the back of any animal e.g horse, camel, elephant
Chariot racing	Rodeo bareback racing
Chuck Wagon racing	Rodeo clowning
Downhill freestyle skiing/snowboarding in organized competitions	Rodeo team roping
Gliding	Sailing and Yachting more than 12 miles, 20 kilometers, from the coast
Hang Gliding unless in tandem with a licensed operator	Steer wrestling / chute dogging
Harness racing	Surfing more than 5 miles, 8 kilometers, from the coast unless as part of an organized tour
Heli-Skiing	Track days (Car or motorcycle)
High Ropes unless with a licensed operator	Trick Riding
Kite Surfing unless with a licensed operator as part of an organized trip	Windsurfing more than 5 miles, 8 kilometers, from the coast
Microlighting unless as a one-off flight as a passenger only	

Motor Racing (car, go-kart or motorcycle)

# **SCHEDULE OF BENEFITS**

The following benefits are provided for each Insured Person for costs deemed Usual, Reasonable and Customary and in excess of amounts covered under the provincial government health insurance plans and/ or any other plan covering the Insured Person. The overall amount of benefits payable after any other in force insurance is subject to a maximum amount as shown in the Schedule of Benefits.

This table shows the Limits of Coverage available under each section of the policy. It should be read in conjunction with Your Policy Certificate which will confirm what level of coverage You have taken along with details of any coverage options You have selected. All limits and deductibles are per person.

Section	Benefit	Sum Insured	Deductible
А	Cancellation and Trip Interruption *	as shown in certificate	
В	Medical and Emergency Expenses **	CAD 5,000,000	CAD 250
С	Hospital Benefit	CAD 25 per day, maximum CAD 100	
D	Personal Accident	CAD 50,000	
Е	Baggage ***	CAD 2,000	CAD 250
F	Personal Money and Passport ****	CAD 500	CAD 250
G	Personal Liability	CAD 500,000	

<sup>\* 100%</sup> of the non-refundable insured Trip cost.

#### **Please Note:**

Please note that the sum insured is the most You can claim under the section but other limits may apply. All coverage limits and excesses shown are per person unless otherwise indicated.

#### \*\*\* Section E - Baggage

- Claims are paid based on the original value of the goods less a deduction for wear and tear and loss of value based on the age of the goods at the time that they are lost. Claims are not settled on a 'new for old basis' or replacement cost basis.
- The maximum We will pay per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side is CAD 100.
- An original receipt, valuation report or other satisfactory proof of ownership and value is required to support the claim. Evidence of replacement value is not sufficient.

If You cannot provide this the maximum payment will be limited to:

- CAD 50 for any one article, or for any one Pair or Set of articles;
- CAD 250 for all articles lost, damaged or stolen in any one incident.

<sup>\*\*</sup> Limited to CAD 50,000 within Canada if You are not covered by Government Health Insurance Plan (GHIP) at the time of Your claim

<sup>\*\*\*\*</sup> Limited to CAD 250 in respect of cash

# **SCHEDULE OF BENEFITS – OPTIONAL COVERAGE**

Optional Coverage\* – subject to payment of additional premium. If You have paid for this coverage option, it will be shown on Your Policy Certificate. All limits and deductibles are per person.

Section	Benefit	Sum Insured	Deductible**
H1	Business Equipment	CAD 1,000	CAD 100
H2	Business Equipment Rental	CAD 50 per day, maximum CAD 500	
НЗ	Business Money	CAD 1,000	CAD 100
H4	Replacement Employee	CAD 1,000	CAD 100

# **WINTER SPORTS (included in the Optional Activities and Sports)**

fit en	Sum Insured	Deductible**
quipment (CAD 500 per single article, pair, limited to CAD 300 for rented ski	CAD 750	CAD 50 per person CAD 100 per family
	uipment (CAD 500 per single article,	puipment (CAD 500 per single article, CAD 750 pair, limited to CAD 300 for rented ski

#### **ADDITIONAL SUMS INSURED**

Section	Benefit	Sum Insured Up to	Deductible** Reduced to
D	Personal Accident	CAD 250,000	
Е	Baggage	CAD 5,000	CAD 50

<sup>\*</sup> Optional sections of coverage – only valid when shown on Your Policy Certificate and the additional premium has been paid.

### Please note:

Additional Sums Insured may be subject to justification of the increase in Sum Insured.

<sup>\*\*</sup> Please refer to Meaning of Words - Policy Deductible.

# **MEANING OF WORDS**

Wherever the following words and phrases appear in this policy they will always have these meanings:

**Accidental Bodily Injury:** A sudden, violent, external, unexpected specific event, which occurs at an identifiable time and place, which solely and independently of any other cause results, within 12 months, in the death, Loss of Limb, Loss of Sight or the Permanent Total Disablement of an Insured Person.

**Backcountry:** An area that is not marked, not patrolled and/or not cleared for avalanche dangers, but where public access is permitted. Backcountry is also known as slackcountry, sidecountry and/or off-piste and does not include heli-skiing or cat skiing.

**Baggage:** Items usually carried or worn by travellers for their individual use during a Trip.

- Items rented to You, and all items loaned or entrusted to You are excluded.
- This travel insurance is not intended to cover expensive items for which You should take out full 'Personal Possessions' insurance under Your home contents policy.
- Wheelchairs and mobility aids are classed as Baggage and are covered according to the limits of coverage on page 24.

**Business Equipment:** Any equipment You use for Your business, trade or profession, as declared to Us and used for the sole purpose of Your business Trip but not for the purposes of manual work.

**Business Money:** Money held by You for business purposes.

**Carrier:** A scheduled or chartered aircraft (excluding all non-pressurized single engine piston aircraft), land (excluding any rented motor vehicle) or water conveyance licensed to carry passengers for hire.

**Change in Health:** A change in Your state of health that occurs after the policy has been purchased. A change to Your state of health includes:

- Any new disease, illness or injury that requires medication, advice, treatment or
- A Pre-existing Medical Condition where there is a change to medication, advice or treatment, or
- You undergoing tests or treatment or being placed on a waiting list for out/day/in-patient treatment, investigations or surgery.

Claims Administrator: Global Excel Management

**Close Relative:** Spouse or Common Law Partner, parent, grandparent, step-parent, legal guardian, children (including legally adopted and step-children), sibling (including step-siblings and sister/brother-in-law) or fiancé(e) of an Insured Person.

**Common Law Partner:** The person living with the Insured Person in a domestic relationship, for at least six consecutive months at the commencement of the Period of Insurance.

**Complications of Pregnancy and Childbirth:** For the purposes of this Policy 'Complications of Pregnancy and Childbirth' shall only be deemed to include the following: toxemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum hemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta previa, stillbirths, miscarriage, medically necessary emergency Cesarean sections/ medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Downhill freestyle skiing/snowboarding in organized competitions:** Any skiing/snowboarding competition with the following activities: aerial skiing/snowboarding, kite-skiing, mogul or cross competitions, half-pipes and/or slopestyle activities, rails, jumps and other terrain park features.

**Downhill mountain biking:** Biking down mountain trails or rough mountain terrain (whether as part of a race or not) and often features jumps, drops, rock gardens or other obstacles. It often requires the use of mechanical lifts or elevators.

**Geographical Limits:** The country(ies), province(s) and territories for which You have paid the appropriate premium, as specified on Your Policy Certificate. Please note:

Coverage is included while travelling directly from Your Home or business (whichever is the latest) to Your departure point and back again when You return, limited to a maximum of 24 hours in each direction. This extension does not apply if You purchased the coverage while Out of Province. In this case, Coverage starts twenty-four (24) hours after the time of purchase and finishes when You return to Home or where this coverage was purchased, whichever is reached first.

You will be covered when travelling by Public Transport between countries, but not if You are being paid to crew a private motor or sailing vessel or are travelling by private aircraft.

**High risk snowmobiling:** Racing competitions, endurance events, high-marking and/or snowmobiling in unguided backcountry terrain.

**Home Province or Territory:** The province or territory in Canada in which You normally reside, and which is declared as Your Home Province or Territory on Your application for coverage.

**Home Country:** The country for which You hold a passport or that country in which You habitually reside (if different) and which is declared as Your Home Country on Your application for coverage.

**Ice climbing:** The act of climbing or rappelling from vertical or nearly vertical ice formations such ice falls, frozen waterfalls or cliffs or rock slabs that are covered with ice from flows of water freezing over. Ice climbing requires the use of specialized equipment including but not limited to ice axes, crampons or ice screws. Glacier hiking is not ice climbing.

If the glacier hike is on a mountain, it is considered mountaineering.

**III, Illness or Sickness:** An illness or disease of the body that manifests itself during the Operative Time, and requires examination, diagnosis and treatment by a Physician. Illness does not include mental / nervous / psychological conditions (including but not limited to: anxiety, depression, neurosis, phobia, psychosis; or any related physical manifestation). Sickness does not include drug addiction, marijuana addiction, or alcohol addiction.

**Insured Person or You/Your:** Each person named on the Policy Certificate and for whom the appropriate premium has been paid, and at the expiry of the Period of Insurance being not more than 79 years of age. See the 'Your Policy' section for eligibility and age limits.

**Limits of Coverage:** The maximum amount that We will pay per person or per policy for each insured incident, as shown on the Schedule of Benefits.

**Loss of Limb:** Loss by physical severance, or the total and irrecoverable permanent loss of use or function of, an arm at or above the wrist joint, or a leg at or above the ankle joint.

**Loss of Sight:** Total and irrecoverable loss of sight in one or both eye(s); this is considered to have occurred if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. (This means

being able to see at 3 feet or less what You should see at 60 feet.)

**Medical Condition:** A disease, illness, sickness or injury including Psychological Conditions.

**Medical Practitioner:** A legally licensed member of the medical profession, recognized by the law of the country where treatment is provided and who, in rendering such treatment, is practicing within the scope of his/her licence and training and who is not related to You or any travelling companion.

**Mental Health Disorder:** A mental or emotional disease or disorder which generally denotes a disease of the brain with predominant behavioural symptoms, or a disease of the mind or personality, evidenced by abnormal behaviour, or a disorder of conduct evidenced by socially deviant behaviour. This includes but is not limited to psychosis, psychiatric illnesses and other similar conditions as may be listed in recognized medical manuals or journals.

**Mixed martial arts:** A combat sport in which participants use fighting and grappling techniques from any combination of wrestling, boxing and martial arts. Mixed martial arts include ultimate fighting.

Motorized speed contest: Any motorized vehicle race or timed event by land, air or water.

**Mountaineering:** The act of climbing or descending a mountain using specialized equipment including but not limited to pickaxes, ice axes, anchors, bolts, crampons, carabineers and lead or top rope anchoring equipment. Mountaineering does not include ice climbing.

**Money:** Currency from Your Home Country, currency from the country(ies) in which You are travelling, any of the recognized major currencies which are commonly used in transactions in lieu of local currency and travellers cheques.

**Out of Province:** Any travel out of the Province in Canada in which You normally are resident and for which You hold, or should hold, a valid Provincial Government Health Card.

Pair or Set: Similar items of Baggage which are complimentary to one another or used together.

**Period of Insurance:** The period shown on the Policy Certificate.

**Permanent Total Disablement:** Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, Your usual occupation for the remainder of Your life.

For persons aged 16 and younger, the defintion above is amended to read as: Permanent Total Disablement which, having lasted for a period of at least 12 consecutive months from the date of occurrence will, in the opinion of an independent qualified specialist, entirely prevent You from engaging in, or giving any attention to, any and every occupation for the remainder of Your life.

For Insured Persons aged 65 or over the definition of Permanent Total Disablement is amended to:

A disablement which prevents You from performing at least three (3) of the following six (6) activities of daily living even with the aid of special equipment, and always to require physical assistance of another person throughout the physical activity for at least six (6) continuous months:

- a. Transferring: the ability to move from a bed to an upright chair or wheelchair and the vice versa
- b. Mobility: the ability to move indoors from room to room on level surfaces
- c. Toileting: the ability to use the washroom or otherwise manage bowel

- and bladder functions so as to maintain a satisfactory level of personal hygiene
- d. Dressing: the ability to put on, take off, secure and unfasten all garments and as appropriate, any braces, artificial limbs or other surgical appliances
- e. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by any other means
- f. Feeding: the ability to feed oneself once food has been prepared and made available

The diagnosis must be confirmed and certified by a Medical Practitioner.

**Policy Certificate:** The validation page issued in respect of this policy which sets out the names of the Insured Persons, the Geographical Limits, the Period of Insurance, additional coverage options and any other special conditions and terms.

**Policy Deductible:** The amount shown in the Schedule of Benefits for the coverage You have purchased as shown on Your Policy Certificate, per Insured Person, each and every incident, each and every section of coverage, where the Policy Deductible applies.

**Pre-Existing Medical Condition:** is an illness, disease, or other condition during the 180 day period immediately prior to the date Your coverage is effectivewhere You have:

- a. received a recommendation for a test, examination, or medical treatment for a condition which first manifested itself, worsened or became acute, or had symptoms which would have prompted a reasonable person to seek diagnosis, care or treatment; or
- taken or received a prescription for drugs or medicine.
   Item (b) of this definition does not apply to a condition which is treated or controlled solely through the taking of prescription drugs or medicine and remains treated or controlled without any adjustment or change in the required prescription throughout the 180 day period before coverage is effective under this policy.
- c. required a change in prescribed medication. Change in prescribed medication means the dosage or frequency of a medication has been reduced, increased, stopped and/or new medications have been prescribed due to the worsening of an underlying condition that is being treated with the medication, unless the change is:
  - i) between a brand name and a generic medication with comparable dosage; or
  - ii) an adjustment to insulin or anti-coagulant dosage.

**Psychological Condition:** A mental or addictive condition, including but not limited to, alcoholism, drug addiction or eating disorders.

**Public Transport:** any scheduled publicly licensed aircraft, sea vessel, train, coach or bus on which You are booked or had planned to travel.

**Quarantine:** A strict isolation imposed on You to prevent the spread of a disease. This is a mandatory or suggested order given by an authorised individual or branch representing the government or health authority.

**Rock climbing:** The sport of climbing rock faces, especially with the aid of ropes and special equipment. Rock climbing includes the following activities: bouldering, traditional climbing, free soloing, top-rope, sports climbing, canyoning/canyoneering, but does not include indoor wall rock climbing.

**Schedule of Benefits:** The details of coverage as outlined on pages 9 and 10 of this document.

**Secure Luggage Area:** Any of the following, as and where appropriate:

• The locked dashboard, trunk or locked luggage compartment of a hatchback vehicle fitted with a

lid closing off the luggage area, or of an station wagon with a fitted and engaged tray or roller blind coverage behind the rear seats.

- The fixed storage units of a motorized or towed travel trailer.
- A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

**Strike or Industrial Action:** Any form of Industrial Action, whether organised by a trade union or not, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

**Travel Documents:** Travel tickets, accommodation and other redeemable travel vouchers, Green Card, driving licences and passports.

**Trip:** A journey within the country(ies) or, for journeys within Canada, Province(s), stated on Your Policy Certificate, during the Period of Insurance. Please Note: Trips do not have to commence and end in Your Home Country or Province. See 'Your Policy Certificate' for the maximum duration of Your Trip. The maximum duration shall not exceed 365 days.

**Trip Interruption:** Abandoning or cutting short Your Trip by direct early return to Your Home Province. Please note: claims will be calculated from the day You returned to Your Home Province and based on the number of complete days of Your Trip You have not used, or by attending a hospital outside Your Home Province as an in-patient (and as part of a valid claim under Section B - Emergency Medical and Additional Expenses) for a period in excess of 48 hours. Claims will be calculated from the day the ill/injured person was admitted to hospital and based on the number of complete days for which You were hospitalized. Coverage only applies to ill/injured persons.

**Unattended:** When You cannot see and/or are not close enough to Your property or vehicle to prevent unauthorized interference or theft of Your property or vehicle.

**Valuables**: Cameras, photographic, and video equipment, and associated equipment of any kind; computer hardware and software including notebooks, eReaders, laptops, tablet PCs, mobile telephones; smartphones; portable audio equipment (DVD, CD, Mini-Disc, MP3 players, iPods, etc) and all associated discs and accessories; prescription glasses; prescription sunglasses, binoculars; jewellery; watches; precious stones and articles made of or containing gold, silver or other precious metals.

We, Our or Us: Northbridge General Insurance Corporation

**White water sports - Class VI:** Rafting on extreme rapids or waterfalls deemed unnavigable according to safety authorities. Class VI white water sports include rafting on rapids with substantial levels of white water, large waves, hazardous rocks and/or drops with the potential to damage most rafting equipment.

**You/Your and Insured Person:** Each person named on the Policy Certificate and for whom the appropriate premium has been paid, and at the expiry of the Period of Insurance being not more than 79 years of age. See the 'Your Policy' section for eligibility and age limits.

# **YOUR POLICY**

Your policy contains restrictions based on the type of policy You have purchased – these are explained below.

If You travel for more than the number of days for which You have paid for coverage, You will not be covered after the last day for which You have paid.

Coverage for any Trip ends on the earliest of:

- the end date shown on Your Policy Certificate; or
- the date You return to Your usual place of residence or business at the end of Your journey, which shall be no later than 24 hours after You have arrived at the international arrival point in Your Home Country or Province: or
- the date when the maximum number of days coverage shown in Your policy has been reached.

# **GEOGRAPHICAL AREAS**

Coverage is only valid in the country(ies) or province(s) requested on Your policy application and shown on Your Policy Certificate.

Coverage is included while travelling directly from Your Home or business (whichever is the latest) to Your departure point and back again when You return, limited to a maximum of 24 hours in each direction.

This does not apply if You purchased the coverage while on a trip. In this case, coverage starts 24 hours after the time of purchase and finishes when You return to Home or where this coverage was purchased, whichever is reached first.

# **SECTIONS OF COVERAGE**

# **Section A – Cancellation or Trip Interruption**

#### What is covered:

We will reimburse up to the amount shown in the Schedule for financial loss You suffer, being non-refundable deposits and amounts You have paid for travel and accommodation You do not use because of Your inability to commence travel or complete the Trip.

We will only pay for financial loss You suffer on behalf of any travelling companion if they are insured and named on this policy. If Your travelling companion is not insured under this policy, You will need to claim against their travel insurance policy for any amounts that You have paid on their behalf.

Cancellation coverage applies if You have booked a Trip to take place within the Period of Insurance, but You are forced to cancel Your travel plans because of one of the following changes in circumstances, which is beyond Your control, and of which You were unaware at the time You booked the Trip.

Trip Interruption coverage applies if You are forced to cut short a Trip You have commenced, and return to Your Home Country or Province, because of one of the following changes in circumstances being beyond Your control and of which You were unaware at the time You booked the Trip. Trip Interruption claims will be calculated from the date You return to Your Home Country or Province.

- Unforeseen illness, injury or death of You, a Close Relative or any person with whom You have arranged to travel or stay during the Trip.
- You abandoning Your Trip following the cancellation of or a delay of more than 24 hours in the
  departure of Your outward international or inter-Provincial flight, sea-crossing, coach or train journey,
  forming part of the booked Trip's itinerary, as a result of Strike or Job Action (of which You were
  unaware at the time You either booked the Trip or purchased this policy, whichever is the latest),
  adverse weather conditions, or the mechanical breakdown of, or accident to, the aircraft, sea vessel,
  coach or train.
- You or any person with whom You plan to travel being called up for Duty Service or being subpoenaed as a witness in a court of law (other than in a professional or advisory capacity).
- Accidental damage, burglary, flooding or fire affecting Your Home, occurring during the Trip or within 48
  hours before You depart, when the loss relating to Your Home is in excess of CAD 1,500 (or currency
  equivalent) and Your presence is required by the Police or relevant authorities in connection with such
  events.
- Your compulsory Quarantine.

Trip Interruption coverage also applies for You attending a hospital outside Your Home Country, or for Trips within Canada, Your Province, as an in-patient (and as part of a valid claim under Section B - Emergency Medical and Additional Expenses). Claims will be calculated from the day the ill/injured person was admitted to hospital and based on the number of complete days for which You were hospitalized or Quarantined. Coverage only applies to ill/injured persons.

### **Special conditions relating to claims:**

1. In the event of the interruption of the Trip, You must contact our Assistance team first and allow Us to

make all the necessary travel arrangements.

- 2. You must obtain a medical certificate from the Medical Practitioner in attendance and Our prior approval to confirm the necessity to return Home prior to the scheduled return date of the Trip in the event of unforeseen illness or injury.
- 3. If, at the time of requesting Our assistance in the event of a Trip Interruption claim, satisfactory medical evidence is not supplied in order to substantiate that the claim is due to an unforeseen illness, injury or death of You, a Close Relative, travelling companion or person with whom You have arranged to stay while on Your Trip, We will make all necessary arrangements at Your cost and arrange appropriate reimbursement as soon as the claim has been validated.
- 4. You must notify the Carrier or travel agent immediately You know the Trip is to be cancelled or curtailed, to minimize Your loss as far as possible. If You fail to notify the Carrier or travel agent immediately it is found necessary to cancel the Trip, Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- 5. If You cancel the Trip due to unforeseen illness or injury You must provide a medical certificate from the treating Medical Practitioner stating that this prevented You from travelling.
- 6. If Your outward international flight, sea-crossing, coach or train journey is cancelled by the Carrier, You must produce to Us written documentation provided by the Carrier specifying the reason for the cancellation.
- 7. If You cancel or curtail Your Trip because Your presence is required by the police in connection with accidental damage, burglary, flooding or fire affecting Your Home during Your Trip, You must produce to Us written documentation from the police confirming that the loss or damage occurred during the Trip otherwise no claim will be paid.
- 8. You must report all cancellations to the travel supplier within 72 hours of the event causing the need to cancel. If the event delays the reporting of the cancellation beyond the 72 hours, You should report the event as soon as possible. We do not cover increased amounts of published penalties and unused, non-refundable prepaid payments or deposits that result from all other delays or reporting beyond 72 hour.

#### What is not covered:

- a. any disinclination to travel or continue travelling, unless Your change of travel plans is caused by one of the circumstances listed under 'What is Covered';
- b. any claim arising directly or indirectly from a known Pre-existing Medical Condition affecting You
- c. any claim arising directly or indirectly from Your Mental Health Disorder;
- d. any claim arising directly or indirectly from a Pre-existing Medical Condition affecting any Close Relative, travelling companion who is not insured under this policy, or person with whom You intend to stay while on Your Trip if their Medical Practitioner cannot confirm that at the time You bought this policy, he/she would have seen no substantial likelihood of his/her patient's condition deteriorating to such a degree that this would become necessary;
- e. any costs relating to unused travel and accommodation for any persons not insured under this policy;
- f. Cancellation or Trip Interruption caused by pregnancy or childbirth unless the Cancellation or Trip Interruption is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;

- g. claims arising from actual or planned Strike or Job Action which was common knowledge at the time You either booked the Trip or purchased this policy, whichever is the latest;
- h. in the event of Trip Interruption, any costs in respect of any unused pre-paid travel costs when We have paid to repatriate You;
- i. withdrawal from service of the aircraft, sea vessel, coach or train, on which You are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved;
- j. failure by the provider of any part of the booked Trip to supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise), unless the event is specifically covered by this policy. You should direct any claim in this case to the provider involved;
- k. change of plans due to Your financial circumstances except if You are made redundant and qualify for redundancy payment under the current legislation in Canada;
- I. any claim arising as a result of attendance of an Insured Person, or any other person on whom the travel plans depend, in a court of law. This exclusion will not apply if You are called up for jury duty or are subpoenaed as a witness (other than in any professional or advisory capacity);
- m.any costs relating to airport taxes, air passenger duty and other surcharges levied by the airline (You may be able to obtain a refund from Your Carrier for such charges);
- n. any claim resulting from Your inability to travel due to an Insured Person's failure to hold, obtain or produce a valid passport or any required visa in time for the booked Trip;
- o. prohibitive regulations by the government of any country, or delay or amendment of the booked Trip due to government action;
- p. any claim arising from volcanic eruption (including volcanic ash being carried by the wind), earthquake or tsunami;
- q. the Policy Deductible;
- r. the cost of this policy;
- s. anything mentioned in the General Exclusions.

# Section B – Emergency Medical and Additional Expenses

#### What is covered:

- Emergency Medical and Repatriation: We will pay up to the amount shown in the Schedule of Benefits (for the coverage level as shown on Your Policy Certificate) for each Insured Person who suffers sudden and unforeseen Accidental Bodily Injury or illness (illness not available if You are 75 years or over), or who dies during a Trip outside Your Home Country or Province if travelling in Canada for the following;
  - a. Medical expenses for the immediate needs of an unforeseen medical emergency. Included are Medical Practitioner's fees, hospital expenses, in-patient and out-patient medical treatment and

- charges for medical transportation to the nearest suitable hospital when deemed necessary by a recognised Medical Practitioner.
- b. Additional travelling costs to repatriate You to Your Home Country or Province when recommended by Our Medical Officer. We will pay for the cost of a medical escort if considered necessary.
- Emergency Dental Treatment: We will pay up to CAD 750 for each Insured Person for the costs
  of providing necessary temporary treatment for the immediate relief of pain or discomfort, and/or
  emergency repairs to dentures and orthodontic appliances carried out solely to alleviate distress in
  eating.
- 3. **Additional Accommodation and Travelling Costs:** On condition that You contact our Assistance team first and We make all the travel arrangements, in the event of a valid claim for repatriation We will pay up to the amount shown in the Schedule of Benefits (for the coverage level as shown on Your Policy Certificate) for the following:
  - a. If Our Medical Officer confirms that it is medically necessary for You to be accompanied on the Trip Home, and the return journey cannot take place on the original scheduled date, We will pay for the additional travelling costs and accommodation costs incurred by one person staying with You and accompanying You on the Trip Home.
  - b. Additional travelling and accommodation costs arranged by Us for one person required, on medical advice, to fly out to You and accompany You Home.
  - c. A return journey air ticket plus reasonable accommodation costs to enable a business colleague, where necessary, to replace You in Your location outside Your Home Country or Province following Your medical repatriation or death during a Trip.
    - If Our Medical Officer advises a date when it is feasible and practical to repatriate You, but You choose instead to remain away, Our liability to pay any further costs under this section after that date will be limited to what We would have paid if Your repatriation had taken place.
- 4. **Return of Deceased:** In the event of Your death during a Trip covered under the policy benefits, We will pay:
  - The preparation and return of Your body, including the cost of a standard shipping container (excluding the cost of a burial coffin) to Your Home province/Territory; or,
  - Up to a maximum of CAD 5,000 for burial at the place of death (excluding the cost of funeral and related expenses or a burial coffin), in the event Your body is not returned to Your Home Province/ Territory; or,
  - Up to a maximum of CAD 5,000 for cremation at the place of death (excluding the cost of funeral and related expenses or an urn) and the standard shipping cost to return Your ashes to Your Home Province/Territory; and
  - Transportation costs of one Immediate Family member to go to the place of Your death to identify your body when it is necessary to be identified prior to the release of Your body and up to a limit of CAD 150 per day to a maximum of CAD 1,500 for meals and commercial accommodation. The Immediate Family Member identifying your body will also be covered as an Insured Person under this Policy for the period of time required to identify Your body. Coverage for the Immediate Family Member is subject to the terms and conditions of the policy and standard Stable provisions.
- 5. **Out of Province Coverage:** This policy will reimburse You for expenses necessarily incurred outside the Province in which You normally reside and which are not reimbursible by, or are in excess of the amount reimbursible by, Your Provincial Health Insurance Program.
- 6. **Quarantine:** This policy will pay for expenses You necessarily incur while at the destination mentioned on Your Policy Certificate if You are subject to Quarantine and shall be up to CAD 150 per **Insured Person** per day not exceeding 14 days

#### What is not covered:

- a. costs in excess of CAD 500 (or currency equivalent) which have not been authorized by Us in advance;
- b. costs arising from illness if You are 75 years or over;
- c. any claims arising directly or indirectly as a result of any Pre-existing Medical Conditions, unless You have declared ALL Pre-existing Medical Conditions to Us and We have written to You accepting them for insurance:
- d. any claim arising directly or indirectly from Your Mental Health Disorder;
- e. any pre-planned or pre-known or expected medical/dental treatment or diagnostic procedure;
- f. treatment which, in the opinion of Our Medical Officer, can be delayed until Your return to the country or Province of departure;
- g. any medical or dental treatment, which is not a surgical or medical procedure with the sole purpose of curing or relieving acute unforeseen illness or injury; or to alleviate distress in eating;
- h. normal wear and tear of dental or orthodontic appliances;
- i. any damage to dentures, other than while being worn by You and any self-inflicted damage, including damage caused by toothbrushing or any other oral hygiene activity;
- j. dental treatment involving the provision of dentures or the use of precious metals;
- k. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- I. any air travel costs in excess of a return economy/tourist class ticket, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- m. accommodation costs other than the cost of the room, this exclusion applies to item 3, Additional Accommodation and Travelling Costs only;
- n. medical/dental treatment or services provided by a private clinic or hospital, health spa, convalescent home or any rehabilitation center unless confirmed as medically necessary by Our Medical Officer;
- o. the cost of private dental/medical expenses when You receive treatment in a state run practice or clinic and You have a right to state provided emergency treatment;
- p. treatment for cosmetic purposes unless the Medical Officer at the medical emergency service agrees that such treatment is necessary as the result of an accident covered under this policy;
- q. expenses incurred as a result of a tropical disease when You have not had the recommended vaccines and/ or taken the recommended medication;
- r. any costs incurred in Your Home Province other than in connection with transportation of You or Your remains to Your Home from a covered Trip,
- s. the cost of any medical/dental expenses incurred in private facilities if a medically suitable state facility is available;
- t. any costs where the transportation Home has not been arranged by Us;
- u. any costs in respect of unused pre-paid travel costs when We have paid to repatriate You;
- v. medication and/or treatment which at the time of departure is known to be required or to be continued outside Your Home Province;
- w. any search and rescue costs charged to You where an emergency service such as the coastguard

or army have been called out to find You. This does not include the cost of emergency medical evacuation by the most appropriate transport or mountain rescue services;

- x. the Policy Deductible.
- y. travelling to obtain medical treatment;
- z. any expenses which would have been covered had You been carrying, or eligible to carry, a valid Health Card issued by the Province in which You normally reside;
- aa. any expenses incurred while under Quarantine upon arrival at Your destination.
- ab. anything mentioned in the General Exclusions

# In an Emergency

To comply with the terms and conditions of the insurance You MUST contact our Assistance team, as soon as possible. You MUST obtain prior authorization from the assistance department before incurring any expenses over CAD 500 (or currency equivalent), except in case of emergency. In case of emergency, if You are physically prevented from contacting our Assistance team immediately, You or someone designated by You must telephone within 48 hours.

Please contact Us on +1 (519) 735 4392 / +1 (833) 982 3967 giving Your name, Policy Certificate number and as much information as possible.

Please provide a telephone number and fax or email address where We can contact You or leave messages at any time of the day or night.

For assistance call Us on +1 (519) 735 4392 / +1 (833) 982 3967

If travelling alone, We recommend that You should carry Your insurance documents with You at all times.

# **Section C - Hospital Benefit**

#### What is covered:

In the event of a valid claim under Section B – Emergency Medical and Additional Expenses, We will pay You up to the amount shown in the Schedule of Benefits for every complete 24 hours You have to stay in hospital as an in-patient.

#### What is not covered:

- a. any claim arising in connection with a Trip solely within Your Home Province;
- b. any claims for costs related to pregnancy or childbirth unless the claim is certified by a Medical Practitioner as necessary due to Complications of Pregnancy and Childbirth;
- c. anything mentioned in the General Exclusions.

#### Section D - Personal Accident

#### What is covered:

We will pay one of the benefits shown in the Schedule of Benefits for the coverage level as shown on Your Policy Certificate if You suffer Accidental Bodily Injury during the Trip which, within 12 months of the date of the Accident, is the sole and direct cause of Your death or Loss of Limb, Loss of Sight or Permanent Total Disablement.

#### **Important**

For Insured Persons under the age of 16 years the Accidental Death Benefit is limited to CAD 5,000.

#### What is not covered:

- a. injury not caused solely by outward, violent and visible means;
- b. Your disablement caused by mental or psychological trauma not involving Your Accidental Bodily Injury;
- c. disease or any physical defect, infirmity or illness which existed prior to the commencement of the Trip;
- d. any more than one payment for one item under this section;
- e. an Insured Person engaging in any occupation involving significantly greater risk or hazard than that declared to Us when this insurance was taken out;
- f. Your participating, training or practicing for any of the following activities:
  - Backcountry skiing/snowboarding
  - Boxing
  - Hang gliding/paragliding
  - Ice climbing
  - Mountaineering
  - Rock climbing
  - White water sports Class VI

- Base jumping
- Downhill mountain biking
- High risk snowmobiling
- Mixed martial arts
- Parachuting/skydiving/tandem skydiving
- Scuba diving or free diving over 40 metres
- Wingsuit flying
- g. Your participating, training or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports:
  - Football (American and Canadian)
- Ice hockey

- Rugby
- h. anything mentioned in the General Exclusions.

### Section E - Baggage

#### What is covered:

1. **Lost/stolen or damaged Baggage:** We will pay You up to the amount shown in the Schedule of Benefits (for the cover level as shown on Your Policy Certificate), if, during the course of a Trip, Your Baggage is damaged, stolen, destroyed or lost (and not recovered).

#### The maximum We will pay You for the following items is:

- CAD 250 any one article, or for any one Pair or Set of articles, as shown in the Schedule of Benefits.
  If You cannot provide an original receipt, valuation report or other satisfactory proof of ownership (for example, a photograph of You wearing the article) and value to support the claim, payment for any one article, or for any one Pair or Set of articles, will be limited to a maximum of CAD 50. Evidence of replacement value is not sufficient.
- CAD 250 for all articles lost, damaged or stolen in any one incident if You cannot provide satisfactory proof of ownership and value.
- limited to the amount shown in the Schedule of Benefits for the total of all Valuables owned by each Insured Person.
- CAD 100 per Insured Person for all Baggage or Valuables lost, damaged or stolen from a beach or pool-side.
- the maximum We will pay for all mobile telephones or smartphones is limited to CAD 100 per Insured Person.
- 2. **Emergency replacement of Baggage:** If Your Baggage is certified by the Carrier to have been lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours then You can claim up to the amount shown in the Schedule of Benefits for the purchase of essential items.

Note: Such sums will be refundable to Us if the luggage or any part of it proves to be permanently lost and/ or a claim is made under part 1, Lost/stolen or damaged Baggage.

#### Special conditions relating to claims:

- 1. We have the option to either pay You for the loss, or replace, reinstate or repair the items concerned.
- 2. Claims are paid based on the value of the goods at the time of original purchase and a deduction is then made for wear, tear, and loss of value, bearing in mind the age of the items. Claims are not settled on a 'new for old basis' or replacement cost basis.
- 3. You must take suitable precautions to secure the safety of Your Baggage and must not leave it unsecured or Unattended or beyond Your reach at any time in a place to which the public have access.
- 4. If claiming for Your goods that were stolen or lost You should produce proof of purchase of the original goods by way of receipts, credit card or bank statements, as failure to do so may affect the assessment of the claim.
- 5. Within 48 hours of discovery of the incident You must report loss of Baggage to the local Police or to the Carrier, as appropriate (damage to Baggage in transit must be reported to the Carrier before You leave the baggage hall and a Property Irregularity Report (PIR) must be obtained), or to Your hotel or accommodation management, or to the tour operator representative.
- 6. You must produce to Us written documentation from one of the parties listed above confirming that

the loss or theft occurred during the Trip – otherwise no claim will be paid.

7. For claims for essential items, in the event that Your Baggage is lost or misplaced on the outward journey of a Trip for a period in excess of 24 hours by the Carrier, You must provide receipts and a report from the Carrier confirming the length of the delay – otherwise no payment will be made.

#### What is not covered:

- a. any item loaned, rented or entrusted to You;
- b. any claim relating to Baggage delayed at any other time during Your Trip or on Your return journey to Your Home Country or Province;
- c. any claim for Baggage delay for a Trip solely within Your Home Country or, for trips within Canada, Your Home Province;
- d. any loss, theft of, or damage to Baggage left in an Unattended motor vehicle if:
  - i. the items concerned have not been locked out of sight in a Secure Luggage Area;
  - ii. no forcible and violent means have been used by an unauthorized person to effect entry into the vehicle; and
  - iii. no evidence of such entry is available.
- e. theft of Valuables from an Unattended motor vehicle;
- f. loss, theft of, or damage to Valuables from checked-in luggage left in the custody of a Carrier and/or Valuables packed in luggage left in the baggage hold or storage area of a Carrier;
- g. electrical or mechanical breakdown or manufacturing fault of the article insured;
- h. wear and tear, damage caused by moth or vermin, denting or scratching, or any process of dyeing or cleaning;
- i. confiscation or detention by Customs or other lawful officials and authorities;
- j. loss, theft or damage to debentures; bonds; securities; stamps or documents of any kind, Travel Documents, including driving licences and passports; musical instruments; glass; china; antiques; pictures; pedal cycles and accessories; hearing aids; coupons; vehicles or accessories; boats and/or ancillary equipment; samples or merchandise or business goods or specialized equipment relating to a trade or profession; unused mobile telephone rental charges or pre-payments;
- k. loss, theft of or damage to vehicle keys;
- I. damage to fragile or brittle articles unless by fire or resulting from an accident to a sea going vessel, aircraft or vehicle;
- m. liability in respect of a Pair or Set of articles where We shall be liable only for the value of that part of the Pair or Set which is lost or damaged;
- n. sports equipment;
- o. loss or theft of or damage to Money (please see Section F Personal Money and Passport); p. loss or theft of or damage to cigarettes, tobacco and/or alcohol
- p. the Policy Deductible;
- q. anything mentioned in the General Exclusions.

# Section F - Personal Money and Passport

#### What is covered:

1. If during a Trip, the Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum shown in the Schedule of Benefits.

The maximum We will pay for the following items; bank notes, currency notes and coins, is shown under the cash limit in the Schedule of Benefits.

#### Special conditions relating to claims:

- 1. Within 48 hours of discovery of the incident You must report loss of Money or Your passport to the local Police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the tour operator representative.
- 2. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid.
- 3. You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins otherwise no payment will be made.

There is no coverage under this policy for pre-paid currency cards, and We advise that You contact the card issuer.

#### What is not covered:

- a. shortages or loss due to error, omission, depreciation in value, or confiscation or detention by Customs or other lawful officials and authorities;
- b. travellers cheques and/or Travel Documents that can be replaced by the issuer;
- c. the Policy Deductible except where You have paid the deductible;
- d. any pre-paid currency cards;
- e. anything mentioned in the General Exclusions.

# **Section G – Personal Liability**

#### What is covered:

If in the course of a Trip You become legally liable for Accidental Bodily Injury to, or the death of, any person and/or accidental loss of or damage to their property, then on condition that there is no other insurance in force covering the loss, the material damage or Your liability, We will cover You (or in the event of Your death, Your legal personal representatives) against:

- all sums which You shall become legally liable to pay as compensation; and
- all law costs awarded to any claimant or incurred in the defence of any claim that is contested by Us or with Our consent.

We will pay up to a maximum, including costs, of the amount shown in the Schedule of Benefits (for the coverage level as shown on Your Policy Certificate). This limit applies to any and all claimants in any one Period of Insurance affected by any and all occurrences with any one original cause.

#### What is not covered:

- a. injury to, or the death of, any member of Your Family or household, or any person in Your service;
- b. property belonging to, or held in trust by You or Your Family, household or employee;
- c. loss of or damage to property which is the legal responsibility of You or Your Family, household or employee. (This exclusion will not apply to temporary accommodation which You occupy and for which You assume contractual responsibility during Your Trip);
- d. any liability which attaches by virtue of a contractual agreement, but which would not exist in law in the absence of such an agreement;
- e. claims for injury, loss or damage arising directly or indirectly from:
  - ownership or use of: airborne craft, horse-drawn, motorized, mechanically-propelled or towed vehicles, vessels, sail or powered boat (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), firearms;
  - the pursuit or exercise of any trade, profession or gainful occupation, or the supply of goods and services by You;
  - the ownership or occupation of any land or building;
  - wilful or malicious acts.
- f. liability or material damage for which coverage is provided under any other insurance;
- g. accidental injury or loss not caused through Your negligence;
- h. any injury, illness, death, loss, expense or other liability attributable to the transmission of any communicable disease or virus however caused;
- i. an Insured Person engaging in any sports and activities or winter sports;
- j. any claim arising in connection with a Trip solely within Your Home Province;
- k. the Policy Deductible;
- I. anything mentioned in the General Exclusions.

# **Section H - Business Coverage**

When You have paid for the Business cover option as shown on Your Policy Certificate, cover under sections H1 to H4 will apply, up to the amount shown in the Schedule of Benefits. Your policy can only be extended before departure from Your Home Province.

# **Section H1 – Business Equipment**

#### What is covered:

Up to the amount shown in the Schedule of Benefits for;

- Accidental loss, theft or damage to Your Business Equipment;
- Emergency courier expenses You have incurred, in obtaining any Business Equipment which is
  essential to Your intended business itinerary, due to the loss, theft or damage to Your original
  Business Equipment
- The purchase of essential items, if Your Business Equipment is delayed or lost in transit on Your outward journey for more than 12 hours.

The maximum We will pay is;

- Up to the amount shown in the Schedule of Benefits for any one article or samples;
- Up to the amount shown in the Schedule of Benefits for computer equipment;
- CAD 50 per single item, up to a maximum of CAD 250 in total for any one claim if You are unable to
  provide the original receipt, proof of purchase; or an insurance valuation which was obtained prior to
  the loss.

#### What is not covered:

- a. the Policy Deductible;
- b. wear, tear or depreciation;
- c. any claim for loss or theft of Your Business Equipment if You have not notified the police within 48 hours of its discovery and obtained a written report which includes the crime reference number;
- d. any claim if the loss or theft of Your Business Equipment occurs during a journey or while in the custody of an airline or other Carrier or their handling agent and You have not obtained an official report or a Property Irregularity Report (PIR);
- e. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- f. damage caused by the leakage of powder or liquid carried with Your Business Equipment;
- g. any breakage of fragile articles, unless the breakage is caused by fire or an accident involving the vehicle in which You are being carried;
- h. claims for loss, theft or damage to anything being shipped as freight or under a bill of lading;
- i. damage to, loss or theft of Your Business Equipment, if it has been left Unattended in a place to which the public have access; or left in an Unattended motor vehicle, unless it has been taken from a locked trunk between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a police report; or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- j. any claim for Business Equipment delay, if You cannot supply receipts for the essential items purchased and written confirmation from the Carrier as to the length of the delay;

k. anything mentioned in the General Exclusions.

# **Section H2 - Business Equipment Rental**

#### What is covered:

If Your Business Equipment is lost, stolen, damaged, misdirected or delayed in transit by more than 12 hours We will pay You up to the maximum shown in the Schedule of Benefits for the cost of renting the necessary Business Equipment for each 24 hour period You are without Your Business Equipment.

#### What is not covered:

- a. any claim for loss or theft of Business Equipment if You have not notified the police within 48 hours of its discovery and obtained a written report which includes the police report number;
- b. any claim, if the loss or theft of Your own Business Equipment occurs during a journey or while in the custody of an airline or other Carrier or their handling agent and an official report or a Property Irregularity Report (PIR) was not obtained;
- c. claims arising from Your own Business Equipment being delayed, detained, seized or confiscated by Customs or other officials;
- d. claims for loss, theft or damage to anything being shipped as freight or under a bill of lading;
- e. damage to, loss or theft of Your own Business Equipment, which is being carried on a vehicle roof rack;
- f. damage to, loss or theft of Your own Business Equipment, if it has been left Unattended in a place to which the public have access; or left in an Unattended motor vehicle, unless it has been taken from a locked trunk between 8am-8pm local time and there is evidence of forced entry which is confirmed by a police report; or left in the custody of a person who does not have an official responsibility for the safekeeping of the property;
- g. anything mentioned in the General Exclusions.

# **Section H3 - Business Money**

#### What is covered:

If during a Trip, the Business Money You are carrying on Your person or You have left in a locked safety deposit box is lost, stolen, damaged or destroyed, then subject to the following conditions and exclusions, We will cover You up to an overall maximum shown in the Schedule of Benefits for the cover level as shown on Your Policy Certificate.

#### **Special conditions relating to claims:**

- 1. Within 48 hours of discovery of the incident You must report loss of Business Money to the local police or to the Carrier, as appropriate, or to Your hotel or accommodation management, or to the tour operator representative.
- 2. You must produce to Us written documentation from one of the parties listed above confirming that the loss or theft occurred during the Trip otherwise no claim will be paid.
- 3. You must produce to Us evidence of the withdrawal of bank notes, currency notes or coins otherwise no payment will be made.

#### What is not covered:

- a. the Policy Deductible;
- b. any claim for loss or theft of Business Money if You have not notified the police or relevant authority within 48 hours of its discovery and obtained a written report which includes the police report number;
- c. any loss if You have not taken reasonable steps to prevent a loss happening;
- d. loss or theft of Business Money that is not on Your person or not deposited in a locked safe or a locked safety deposit box;
- e. loss or theft of Business Money that does not belong to Your employer or You, if You are self-employed;
- f. loss or theft of travellers cheques if the issuer provides a replacement service;
- g. depreciation in value, currency changes or shortage caused by any error or omission;
- h. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
- i. anything that can be replaced by the issuer;
- j. any pre-paid currency card;
- k. anything mentioned in the General Exclusions.

# **Section H4 - Replacement Employee**

#### What is covered:

Up to the amount shown in the Schedule of Benefits for necessary additional travel and accommodation expenses incurred for an employee to replace You due to:

- Your temporary total disablement which lasts for a continuous period of at least 72 hours, as certified by a Medical Practitioner; or
- Your death or Your hospitalisation; or
- the death, injury or illness (occurring in Your Home Country during the period of the Trip) of Your Close Relative or close business associate.

#### What is not covered:

- a. the Policy Deductible;
- b. anything mentioned in the General Exclusions.

# **GENERAL CONDITIONS APPLYING TO YOUR POLICY**

- 1. No coverage will come into force under sections A, B or C for any Pre-existing Medical Condition.
- 2. To be covered under this insurance, You must be fit to travel and able to undertake Your planned Trip.
- 3. You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- 4. You must exercise reasonable care for the supervision and safety of both You and Your property. You must take all reasonable steps to avoid or minimise any claim. You must always act as if You are not insured.
- 5. You must avoid needless self-exposure to peril unless You are attempting to save human life.
- 6. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
- 7. In the event of an emergency or any occurrence that may give rise to a claim for more than CAD 500 (or currency equivalent) under this insurance, You must contact Us as soon as possible. You must make no admission of liability, offer, promise or payment without Our prior consent. Please telephone Us first.
- 8. We are entitled to take over Your rights in the defense or settlement of a claim, or to take proceedings in Your name for Our own benefit against another party and We shall have full discretion in such matters. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- 9. We may, at any time, pay to You Our full liability under this policy after which no further liability shall attach to Us in any respect or as a consequence of such action.
- 10. If, at the time of making a claim there is any other policy covering the same risk We are entitled to contact that insurer for a contribution. This insurance policy does not cover any claim which, but for the existence of this insurance, would be covered under any other insurance policy. This includes any amounts recovered, or which could be recovered, by You from private health insurance, EHIC payments, any reciprocal health agreements, airlines, hotels, home contents insurers or any other recovery by You which is the basis of this claim.
- 11. You must assist Us to obtain or pursue a recovery or contribution from any third party or other insurers (including any Governmental or State departments) by providing all details required and completing the necessary forms.
- 12. You must take all practical steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time, and at Our expense, take such action as We deem fit to recover the property lost or stated to be lost.
- 13. In the event of a valid claim You shall allow Us the use of any relevant Travel Documents You are not able to use because of the claim.
- 14. You must notify Us in writing of any event which may lead to a claim within 28 days of Your return

Home. As often as We require You shall submit to medical examination at Our expense. In the event of the death of an Insured Person We shall be entitled to have a post mortem examination, where permissible, carried out at Our expense. You must supply Us with a written statement substantiating Your claim, together with (at Your own expense) all certificates, information, evidence and receipts that We reasonably require.

- 15. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under the insurance, this policy shall become void and the premium paid shall be forfeited. Any benefits so claimed and received must be repaid to Us.
- 16. If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance. See Cancellation of Your Policy, page 38.
- 17. If any dispute arises as to the policy interpretation, or as to any rights or obligations under this policy, We offer You the option of resolving this by using the arbitration procedure We have arranged.
- 18. You will be required to repay to Us, within one month of Our request to You, any costs or expenses We have paid on Your behalf which are not covered under the terms and conditions of this policy.
- 19. You must pay the appropriate premium for the full number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 20. Although We are prepared to cover You when undertaking certain Sports and Activities, the availability of the insurance cover does not, in itself, imply that We or the underwriters consider such Sports and Activities as safe. At all times You must satisfy Yourself that You are capable of safely undertaking the planned sport or activity and You must take care to avoid injury, accident or loss to Yourself and to others.

# **GENERAL EXCLUSIONS APPLYING TO YOUR POLICY**

No section of this policy shall apply in respect of:

- 1. Any person practicing in the optional activites and sports and winter sports who has reached the age of 65 years prior to the commencement of the Period of Insurance.
- 2. The first CAD 300 of any claim under Section B Emergency Medical and Additional Expenses in respect of any optional activities and sports and winter sports
- 3. Winter sports of any kind UNLESS stated in the Policy Certificate as being included through the selection of Optional Coverage in which case this insurance does not apply while the Insured Person is backcountry skiing unless with a qualified instructor or guide. There is strictly no cover under the terms and conditions of this policy when engaging in freestyle skiing, ski-jumping, ski flying, ski/snowboardacrobatics, ski/snowboard-stunting, extreme skiing/snowboarding, skeleton and luge or any variations.
- 4. Any claim from any sport or pastime listed in the Excluded Activities on page 8.
- 5. Any person who is travelling against the advice of a Medical Practitioner (or would be travelling against the advice of a Medical Practitioner had they sought his/her advice).
- 6. Any person who is travelling with the intention of obtaining medical treatment or consultation abroad.
- 7. Any person who has undiagnosed symptoms that require attention or investigation in the future (that is symptoms for which they are awaiting investigations/consultations or awaiting results of investigations where the underlying cause has not been established).
- 8. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any other valid and collectible insurance. If You have any other policy in force, which may cover the event for which You are claiming, You must tell Us. This exclusion shall not apply to Section D Personal Accident.
- 9. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which You would have paid for in any case).
- 10. Any losses which are not directly covered by the terms and conditions of this policy. Examples of losses We will not pay for include, but are not limited to, loss of earnings due to being unable to return to work following injury or illness happening while on a Trip and replacing locks if You lose Your keys.
- 11. Costs of telephone calls or faxes, data usage, meals, taxi fares (with the sole exception of the taxi costs incurred for the initial journey to a hospital during a covered Trip due to an Insured Person's illness or injury), interpreters' fees, inconvenience, distress, loss of earnings and any additional travel or accommodation costs (unless pre-authorised by Us or part of a valid claim under Section B Emergency Medical and Additional Expenses, Section A Cancellation or Trip Interruption or Section F Personal Money and Passport).
- 12. Any deliberately careless or deliberately negligent act or omission by You.
- 13. Any claim caused by You climbing, jumping or moving from one balcony to another regardless of the

height of the balcony other than in an attempt to avoid Your immediate harm.

- 14. Any claim arising or resulting from Your own illegal or criminal act.
- 15. Needless self-exposure to peril except in an attempt to save human life.
- 16. Any claim arising directly or indirectly from Your drug addiction or solvent abuse, excessive alcohol intake, or You being under the influence of drug(s).
- 17. Any claim arising or resulting directly or indirectly from Your suicide, attempted suicide, or intentional self-injury.
- 18. Any claim arising directly or indirectly from a Mental Health Disorder or Psychological Condition
- 19. You engaging in manual work in conjunction with any profession, business or trade during the Trip.
- 20. Participation in any organised competition involving any winter sports.
- 21. You fighting except in self-defense.
- 22. Any claim from an Insured Person employed in the occupations listed below while on any Trip undertaken for business purposes:
  - Airline personnel and aircrew
  - Member of a ship's crew
  - Regular armed forces personnel
  - Professional sports person.
- 23. Bodily Injury or Illness resulting from Your direct or indirect involvement in any war, act of terrorism, strike, riot or civil commotion provided that nothing contained in this exclusion shall exclude any claim for Bodily Injury or Illness arising from Your passive involvement in such situations.
  - An act of terrorism means an act, including but not limited to the use of force or violence and/or threat, of any person or group(s) of person(s), whether they are acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear;
- 24. Bodily Injury or Illness sustained if You have unreasonably failed or refused to depart a country or Canadian Province outside Your Home Province within forty-eight (48) hours of the time an evacuation order has been issued by the relevant authorities in Your Home Country and/or Province.
- 25. Any expenses (medical travel or any other costs) relating directly or indirectly to the Ebola virus.
- 26. Loss or destruction or damage or any expense whatsoever resulting from: ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
- 27. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any

- computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored program to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date except under Section B Emergency Medical and Additional Expenses, and Section D Personal Accident.
- 28. Delay, loss, damage or injury, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device, or any computer software or stored program to correctly operate as a result of a computer virus except under Section B Emergency Medical and Additional Expenses, and Section D Personal Accident. Computer viruses include any program or software, which prevents any operating system, computer program or software working properly or at all.
- 29. Any claim when You have not paid the appropriate premium for the number of days comprising Your planned Trip. If You travel for more than the number of days for which You have paid for cover, You will not be covered after the last day for which You have paid.
- 30. Loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on Our part can be demonstrated.
- 31. Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the medical (or medical related) services to which the cover under this policy relates, whether provided by Us or by anybody else (whether or not recommended by Us and/or acting on Our behalf) unless negligence on Our part can be demonstrated.
- 32. Any claim which arises directly or indirectly from You not being allowed to board a flight, train, sea vessel, coach or bus for any reason.
- 33. Any claim arising from air travel within 24 hours of scuba diving.
- 34. Any costs recoverable from another source.
- 35. Any costs incurred by, or on behalf of, any person who is not insured under this policy.
- 36. Any claim arising from Your failure to obtain the required passport or visa.
- 37. Your participating, training or practicing for the sports or activities listed on pages 42 and 43 unless You have paid the applicable surcharge(s) for the optional Activities and Sports Coverage as shown on Your Policy declaration.
- 38. Your participating, training or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports or activities, unless You have paid the applicable surcharge(s) for the optional Activities and Sports Coverage as shown on pages 44 and 45 with the exception of winter sports (see exclusion 20).
- 39. Your participating, training or practicing in any areas that have been closed off to public access and/or can typically only be accessed by crossing a fenced, gated or roped-off area that has been marked as off limits according to recommendations of safety authorities in the area for the following activities:
  - Backcountry skiing/snowboarding
  - High risk snowmobiling
  - Ice climbing
  - Mountaineering
  - Rock climbing

# **MAKING A CLAIM**

First, check Your Policy Certificate and the appropriate section of Your policy to make sure that what You are claiming for is covered.

The policy claim form, the claimant's statement and all proof of claim must be mailed or e-mailed to the Claims Administrator at the following address:

#### **Global Excel Management**

PO Box 1237 Stn A, Windsor ON N9A 6P8, Canada

All claims must be notified within 30 days of the claim arising on a policy claim form, accompanied by original invoices, receipts, reports, etc (proof of claim). Please refer to the relevant section of Your policy for specific conditions and details of the supporting evidence that We require. Please remember that it is always advisable to retain copies of all documents when submitting Your claim form. We recommend You use registered post.

When claims settlements are made by IBAN or other electronic banking system or payment method, You will be responsible for supplying Us with the correct bank account or other payment details and Your full authority for Us to remit monies directly to that account. Provided that payment is remitted to the account designated by You, We shall have no further liability or responsibility in respect of such payment, and it shall be Your sole responsibility to make collection of any misdirected payment in the event of incorrect details having been provided to Us.

#### **LIMITATION OF ACTION**

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.

## **HOW TO MAKE A COMPLAINT**

If You wish to make a complaint, please contact:

#### **Global Excel Management**

PO Box 1237 Stn A, Windsor ON N9A 6P8, Canada

In the event that Your concerns are still not addressed to Your satisfaction, You have the right to continue Your pursuit to have Your complaint reviewed by the following organization:

**Financial Consumer Agency of Canada (FCAC)** provides consumers with accurate and objective information about financial products and services, and informs Canadians of their rights and responsibilities when dealing with financial institutions. FCAC also ensures compliance with the federal consumer protection laws that apply to banks and federally incorporated trust, loan and insurance companies. The FCAC does not get involved in individual disputes. The FCAC can be reached at:

427 Laurier Avenue West, 6th Floor, Ottawa ON K1R 1B9 Services in English: 1-866-461-FCAC (3222) Services in French: 1-866-461-ACFC (2232) www.fcac-acfc.gc.ca

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Your legal rights are not affected.

## **GOVERNING LAW AND JURISDICTION**

The law and jurisdiction governing this insurance and the agent for service of suit depends on the province or territory which You declare as Your Home Province or Territory. All insurances bound hereunder shall be subject to the law and jurisdiction of a Canadian province or territory as determined by the relevant Insurance Act(s).

## **CANCELLATION OF YOUR POLICY**

Cancelling this Policy and Free-Look Period

#### **Cancellation by You**

For all policies that have a Period of Insurance of one month or less there is no cancellation or free-look period and no refund of premium will be payable at any time.

For all policies that have a Period of Insurance of more than one month, if the policy coverage is not suitable and You want to cancel within ten (10) days of receiving the policy documentation and before the start date of the policy, You must let us know by e-mailing or writing to:

Hunter McCorquodale, a part of Arthur J. Gallagher Canada Limited.

1200 - 145 Wellington Street W.

Toronto, ON M5J 1H8

e: canada@battleface.com

If You cancel after ten (10) days of receiving the policy documentation the premium will be refunded on a pro rata basis from the date Your instructions are received or any later date specified by You and provided that a claim has not been made.

## **Cancellation by Us**

We may cancel this policy by giving You thirty (30) days' notice in writing, which will be sent by post to the last address we hold for You. We will only do this for a valid reason such as non-payment of premium.

We may also cancel the policy if You commit a fraud which includes doing any of the following:

- Making any untrue statements to Us;
- Failing to disclose any material facts relevant to the policy or a claim;
- Acting fraudulently in any other way

If We cancel the policy because of fraud, the Policy will become void. If this happens, We will return all the policy premums paid.

Please also refer to the notice of Statutory Conditions which You received with this policy document.

## **PRIVACY NOTICE**

The Northbridge group of companies is committed to protecting Your personal information. This Privacy Policy applies to all of the member companies of Northbridge, which includes Northbridge Financial Corporation, Northbridge General Insurance Corporation, Federated Insurance Company of Canada, and Zenith Insurance Company.

When You request an insurance product or service from Us, You consent to allow Us to collect, use and disclose Your personal information for the following purposes:

- Offering and providing products and services to meet Your needs;
- Establishing and maintaining communications with You;
- Verifying personal information you provide in Your application;
- Assessing and underwriting risks on a prudent basis;
- Performing safety assessments;
- Determining insurance product prices;
- Investigating and settling claims;
- Detecting and preventing fraud or other illegal activities;
- Analyzing business results and compiling statistics;
- Conducting market research;
- · Reporting to regulatory or industry entities; and
- Acting as required or authorized by law.

You may withdraw Your consent, but doing so may limit our ability to provide You with the requested product or service.

Where permitted by law, You may be given the option to give Your express consent to us to access Your credit information from a credit reporting agency. We will use this information for the purpose of assessing risk, providing You with a quote, and determining Your eligibility for a premium discount. We may continue to retrieve Your current credit score from time to time, unless You withdraw Your consent for Us to do so.

As part of maintaining our relationship with You, we may share Your personal information within the Northbridge group of companies and with third parties, but only for the purposes identified above, and in accordance with this Privacy Policy. Where personal information is shared with third parties, it is done on the basis that they will maintain the confidentiality of the information. If We discover that third parties are improperly handling Your personal information, We will take appropriate action to protect Your personal information.

We may use service providers located outside of Canada to collect, use, disclose or store personal information. Where We do so, we will contractually require such third party to employ the appropriate security safeguards to protect Your personal information, subject to the law in the third party jurisdiction. While the personal information is in another jurisdiction it may be accessed by the courts, law enforcement and national security authorities of that jurisdiction. The jurisdictions where personal information may be collected, used, disclosed and stored include the United States of America.

You can obtain a copy of our Privacy Policy by visiting Our website at www.nbfc.com or by contacting Your broker or agent. You may request access to Your personal information that We have on file in order to verify its accuracy and completeness by sending a written request to Our Privacy Officer. If You have any questions or complaints regarding Our Privacy Policy or procedures, please contact Our Privacy Officer:

#### **Northbridge Financial Corporation**

105 Adelaide Street West, 3rd Floor Toronto, Ontario M5H 1P9

e: privacy@nbfc.com

Attention: Privacy Officer

t: +1 (800) 268 9680 Selection 5

**t:** +1 (416) 350 4400

If We are unable to resolve Your privacy concern to Your satisfaction, You have the right to contact Your privacy regulator. Our Privacy Officer will provide You with this contact information upon request.

## **ACTIVITIES AND SPORTS**

### We will not cover any Trip where the primary purpose is to:

- a. set or break a speed, distance, endurance or other record;
- b. to participate in a commercial film, documentary or other program;
- c. to test a product.

Unless this has been declared in advance to Us and We have agreed in writing to provide cover for such activities.

## Please note when participating in any approved sport or activity, cover is accepted provided that:

- a. You have not been advised by a doctor against participating in such sport or activity;
- b. You wear and/or use the recommended/recognised safety equipment and;
- c. You follow safety procedures, rules and regulations as specified by the activity organisers and/or providers.

Please also refer to the General Exclusions on page 33 and the relevant exclusions under each Section of this insurance, which continue to apply.

Please specifically note the exclusion under Section G - Personal Liability relating to the ownership or use of: airborne craft, horse-drawn, motorised, mechanically-propelled or towed vehicles, vessels, sail or powered boat (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), firearms.

## **Automatically included Activities and Sports:**

Provided You are under 65 years of age at the date of buying this Policy, cover is available for the activities and sports listed below at no extra charge:

Abseiling	Parasailing (towed by boat by a licensed operator)
Aerial Safaris (with a licensed operator)	Parachuting (static line or tandem with a licensed operator)
Angling	Pedalo
Archery (supervised)	Pony Trekking (protective headgear must be worn)
Badminton	Quad Biking (non-competitive, booked with a licensed operator. Protective headgear must be worn)
Banana Boating	Racket Ball
Beach Games	Rambling
Boccia	Refereeing and Umpiring
Bowls - indoor and crown green	River Canoeing, Kayaking and Rafting (in calm water excluding the sea or white water grade 4 or above)
Boxing Training (no contact)	Roller Blading
Bungee Jumping (with a licensed operator)	Rounders
Camel Riding	Rowing (inland waters)
Clay Pigeon Shooting (supervised)	Running (including distances up to marathons in major cities or towns)
Cricket	Safaris (provided that the Insured Person will not be using firearms or bow and arrows and it is booked with a licensed operator)
Croquet	Sail Boarding
Curling	Sailing and Yachting (within 12 miles, 20 kilometres, of the coast)
Cycling (non-competitive, sportives, etapes and mountain biking on designated tracks)	Sand Safaris
Elephant Riding/Trekking (supervised)	Sand Surfing
Fencing	Scuba Diving to a depth of 18 metres, 59 feet, as standard. Or to a depth of 30 metres, 100 feet, maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or for solo diving, Cave diving or Wreck diving.
Fishing (excluding Deep Sea Fishing)	Sea Canoeing (within half a mile, 1 kilometre, of the coast)
Fitness Training and Gym Work	Sea Kayaking (within half a mile, 1 kilometre, of the coast)

Floorball	Skating
Goalball	Snorkelling
Golf	Softball
Gymnastics (non-competitive)	Squash
Handball	Surfing (within 5 miles, 8 kilometres, of the coast)
Hang Gliding (tandem with a licensed operator)	Swimming (in swimming pool or within half a mile, 1 kilometre, of the coast)
High Diving from a purpose-built diving board, not exceeding 5 metres, 16 feet, over a man-made pool	Table Tennis
High Ropes (with a licensed operator)	Technical Support (coach, manager and technicians)
Hiking (established and documented paths/tracks and mapped routes)	Ten Pin Bowling
Hot Air Ballooning	Tennis
Horse Riding (protective headgear must be worn). Excluding jumping, trials, hunting, racing, jousting and competitive riding.	Trekking (established, documented, paths/tracks/ mapped routes with a licensed professional local guide)
Ice Skating (non-competitive)	Tug-of-War
Jet Boating (as a passenger)	Underground Activities (as part of an organised excursion or tour)
Jet Skiing (with a licensed operator)	Via Ferrata
Korfball	Volleyball
Mechanics	War Games
Mountaineering up to 4500m, 14,765 feet, no use of ropes or guides, no sheer face or free climbing, must follow man made paths	Water Polo
Netball	Water Skiing (excluding jumping)
Obstacle Course Racing	Weightlifting (non-competitive)
Orienteering	Wheelchair Racing
Paddle Boarding (within half a mile, 1 kilometre, of the coast)	Wheelchair Tennis
Paragliding (tandem with a licensed operator)	Wind Surfing (non-competitive)

## **OPTIONAL ACTIVITIES AND SPORTS**

The Activities and Sports listed below may be covered upon payment of an additional premium.

#### **Benefits**

This coverage does not increase the maximum limits of the Emergency Medical Insurance plan stated in this Policy.

Coverage is subject to the terms and conditions specified in the section entitled Emergency Medical Insurance.

### Applicable to All Ages

We will pay for medical and related expenses up to the coverage limits for an acute, sudden and unexpected emergency medical condition while participating in, training or practicing for the following sports or activities, if You select the applicable sport or activity at the time of application:

### Maximum limit - Up to the Policy limit

Backcountry skiing/snowboarding	Martial Arts
Ball/floor Hockey	Mixed martial arts
Baseball	Mountaineering up to 4,500m, 14,765 feet, using ropes and/or guides, no sheer face or free climbing, must follow man made paths
Basketball	Non - Contact Hockey
Baton Twirling	Racquetball
Biathlon	Ringette
Blind Sports	Rock climbing
Boxing	Rowing (Competitive)
Broomball	Rugby
Canoeing	Shooting Sports
Cerebral Palsy Sports	Skiing/Snowboarding excluding ski touring (including off piste in areas considered safe by the ski resort management or local ski school)
Cross Country Skiing	Ski Boarding
Disc Sport Curling	Sledging
Diving	Sleigh Riding with a licensed operator
Downhill mountain biking	Snowmobiling (with a licensed operator)
Field Hockey	Snowshoeing in areas considered safe by the ski resort management or local ski school
Figure Skating	Soccer
Flag Football	Speed Skating

Football (American and Canadian)	Telemark Skiing in areas considered safe by the ski resort management or local ski school
Gymnastics (Competitive)	Track & Field
Horseshoe	Triathlon
Husky Sledging as a passenger and booked with a licensed operator	Water Polo
Ice climbing	Weightlifting
Ice Hockey	Wrestling
Lacrosse	

## Maximum limit – Up to CAD 500,000

BASE jumping	Scuba diving or free diving over 40 meters
Hang gliding/paragliding in tandem with a licensed opersator	White water sports - Class VI
High risk snowmobiling	Wingsuit flying
Parachuting/skydiving in tandem with a licensed operator	

The charges must result from an emergency that first occurs after coverage commences (including after any applicable waiting period) and while You are travelling outside of Your territory of residence.

## **CONSUMER RIGHTS AND RESPONSIBILITIES**

Insurers along with the brokers and agents who sell home, auto and business insurance are committed to safeguarding your rights both when you shop for insurance and when you submit a claim following a loss. Your rights include the right to be informed fully, to be treated fairly, to timely complaint resolution, and to privacy. These rights are grounded in the contract between you and your insurer and the insurance laws of your province. With rights, however, come responsibilities including, for example, the expectation that you will provide complete and accurate information to your insurer.

Your policy outlines other important responsibilities. Insurers and their distribution networks, and governments also have important roles to play in ensuring that your rights are protected.

## Right to Be Informed

You can expect to access clear information about your policy, your coverage, and the claims settlement process. You have the right to an easy-to-understand explanation of how insurance works and how it will meet your needs. You also have a right to know how insurers calculate price based on relevant facts. Under normal circumstances, insurers will advise an insurance customer or the customer's intermediary of changes to, or the cancellation of a policy within a reasonable prescribed period prior to the expiration of the policy, if the customer provides information required for determining renewal terms of the policy within the time prescribed, which could vary by province, but is usually 45 days prior to expiry of the policy.

You have the right to ask who is providing compensation to your broker or agent for the sale of your insurance. Your broker or agent will provide information detailing for you how he or she is paid, by whom, and in what ways.

You have a right to be told about insurers' compensation arrangements with their distribution networks. You have a right to ask the broker or agent with whom you deal for details of how and by whom it is being paid. Brokers and agents are committed to providing information relating to ownership, financing, and other relevant facts.

## **Responsibility to Ask Questions and Share Information**

To safeguard your right to purchase appropriate coverage at a competitive price, you should ask questions about your policy so that you understand what it covers and what your obligations are under it. You can access information through one-on-one meetings with your broker or agent. You have the option to shop the marketplace for the combination of coverages and service levels that best suits your insurance needs. To maintain your protection against loss, you must promptly inform your broker or agent of any change in your circumstances.

## **Right to Complaint Resolution**

Insurers, their brokers and agents are committed to high standards of customer service. If you have a complaint about the service you have received, you have a right to access insurers' complaint resolution process for Canada. Your agent or broker can provide you with information about how you can ensure that your complaint is heard and promptly handled. Consumers may also contact their respective provincial insurance regulator for information. Insurers are members of anindependent complaint resolution office, the General Insurance OmbudService.

## **Responsibility to Resolve Disputes**

You should always enter into the dispute resolution process in good faith, provide required information in a timely manner, and remain open to recommendations made by independent observers as part of that process.

## **STATUTORY CONDITIONS**

# APPLICABLE TO British Columbia/Alberta/Ontario ACCIDENT & SICKNESS STATUTORY CONDITIONS

#### **The Contract**

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

#### **Material Facts**

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

#### **Changes in Occupation**

- If after the contract is issued the person insured engages for compensation in an occupation that is classified by the insurer as more hazardous than that stated in this contract, the liability under this contract is limited to the amount that the premium paid would have purchased for the more hazardous occupation according to the limits, classification of risks and premium rates in use by the insurer at the time the person insured engaged in the more hazardous occupation.
- If the person insured changes his occupation from that stated in this contract to an occupation classified by the insurer as less hazardous and the insurer is so advised in writing, the insurer shall either,
  - reduce the premium rate; or
  - issue a policy for the unexpired term of this contract at the lower rate of premium applicable to the less hazardous occupation,

according to the limits, classification of risks, and premium rates used by the insurer at the date of receipt of advice of the change in occupation, and shall refund to the insured the amount by which the unearned premium on this contract exceeds the premium at the lower rate for the unexpired term.

#### **Termination by Insured**

- The insured may terminate this contract at any time by giving notice of termination to the insurer.
- Any notice provided in writing should be sent by registered mail to the insurer's head office or chief agency in the Province, or by delivery thereof to an authorized agent of the insurer in the Province.

• The insurer shall as soon as practicable of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.

## **Termination by Insurer**

- The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the proportional premium for the expired time.
- The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
- Where the notice of termination is delivered to the insured, five days' notice of termination shall be given; where it is mailed to the insured, 15 days' notice of termination shall be given, and the 15 days shall begin on the day following the date of mailing of notice.

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

The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall, give written notice of claim to the insurer,

- by delivery thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the Province, or
- by delivery thereof to an authorized agent of the insurer in the Province, not later than thirty days from the date a claim arises under the contract on account of an accident, sickness or disability;
- within ninety days from the date a claim arises under the contract on account of an accident, sickness
  or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the
  happening of the accident or the commencement of the sickness or disability, and the loss occasioned
  thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant;
  and
- if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the accident, sickness or disability for which claim may be made under the contract and as to the duration of such disability or sickness.

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

Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

In the case of 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 a court makes the declaration.





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