

## TRIP CANCELLATION & TRIP INTERRUPTION TRAVEL INSURANCE POLICY

EFFECTIVE – SEPTEMBER 1, 2018



This insurance is underwritten by  
Royal & Sun Alliance Insurance Company of Canada

INDIVIDUALTC/1



## DETAILS ABOUT YOUR POLICY

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances.

It is important that you read and understand *your* policy before *you* travel as *your* coverage may be subject to certain limitations and exclusions.

A pre-existing *medical condition* exclusion may apply to *medical conditions* and/or symptoms that existed prior to *your* trip.

Check to see how this applies in your policy and how it relates to *your* departure date, date of purchase or *effective* date.

In the event of an *accident, injury* or *illness* your prior medical history may be reviewed when a claim is reported.

This policy is issued to *you* by the *Insurer* in consideration of the *applicant* submitting a completed and signed Application for Insurance form and payment of the required premium to the *Administrator*.

IMPORTANT: Any delays in notifying the *Johnson Claims Assistance Centre*, or any delays in cancelling *your trip* with *your* travel agent or *travel supplier*, will limit *your* benefit to the non-refundable or non-transferable amount that would have been payable on the initial date the covered event occurred.

### IN THE EVENT YOU HAVE TO FILE A CLAIM

**You must contact the *Johnson Claims Assistance Centre* immediately:**

In Canada / U.S.A.: **1-800-709-3420**

Mexico: **00-1-800-514-7983**

Worldwide (collect call): **819-566-1002**

### PLEASE READ THIS POLICY CAREFULLY.

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

This policy contains clauses which may limit the amount payable.

For residents of Quebec: The Parties hereby agree that this policy and related documents be drawn up in the English language only. Les Parties aux présentes ont convenu que cette police et les documents s'y rattachant soient rédigés en langue anglaise seulement.



# TRIP CANCELLATION & TRIP INTERRUPTION PLAN – TABLE OF CONTENTS

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# I GENERAL INFORMATION

## A Eligibility

To be eligible for insurance under the Trip Cancellation & Trip Interruption Plan, *you* must:

1. be a *member* or a *spouse of a member*; and
2. be a friend or family member of the member of the sponsoring group/association
3. be a Canadian resident, and
4. be insured under a provincial or territorial health insurance plan.

## B Applying for coverage

To apply for coverage under this insurance, *you* must complete the Application for Insurance form and return it with a personal cheque marked VOID to the *Administrator*. Premiums will be deducted through pre-authorized chequing. The *effective date* of this insurance is the date indicated on *your* Confirmation of Coverage, provided your first premium payment has been received. *Your* Application for Insurance form must be completed and received by the *Administrator* before *your day of departure* from *your province or territory of residence* in order for coverage to be effective.

## C Coverage for the new policy effective date

*Your* policy has an additional feature to provide a new policy upon the *expiry date* of this policy. This insurance is issued for a maximum of 365 days commencing on the *effective date* (September 1) based on *your* previous *policy year's* plan.

*You* will receive written notification in advance of *your* new policy *effective date* for *your* coverage under the new policy terms and conditions and the new premium rates in effect for the new *policy year*.

Coverage will begin on the *effective date* of the new policy, unless *you* provide notice of termination to the *Administrator* within 60 days from the first premium deduction for that *policy year*.

## D Your premium payment

The total annual premium due for *your* coverage is payable either in one lump sum payment or alternatively is divided into equal monthly payments, from the first premium deduction date following the purchase of the Non-Medical Plan to the last premium deduction date for that *policy year*.

Premium payments are paid through pre-authorized chequing bank deduction. In addition:

- a) For first-year *applicants*: the annual premium for the Non-Medical Plan will be pro-rated from the *effective date* to the *expiry date*. First-year *applicants* are considered

persons who were never previously insured under the Trip Cancellation & Trip Interruption Plan and/or persons who are rejoining the Trip Cancellation & Trip Interruption Plan after at least one (1) full *policy year* without coverage.

- b) If you are not a first-year *applicant*, and rejoining the Trip Cancellation & Trip Interruption Plan within the same *policy year*, you will be required to pay the premium for the entire *policy year*.

For the lump sum bank deduction payment option, if we are unable to collect the premium, coverage will not be in effect.

For any monthly premium not paid when due for any reason, a written Default Notice will be sent to you advising you of non-payment of premium, other than the initial premium, and the amount owing plus a service charge will be added to the next available premium deduction. A 30-day grace is allowed for each premium installment due after the initial installment. Coverage will terminate on the last day of the grace period if the installment due has not been paid in full by that date and a notice of termination will be sent to you.

## E Family Coverage

Family coverage is available to you, your spouse and dependent(s) when you request coverage for dependent(s) and have paid the required premium for the Family Plan under this insurance.

## F When does your coverage begin and end?

Your plan provides Non-Medical Insurance benefits from your effective date to the expiry date (August 31st) inclusive, for any number of trips outside your province or territory of residence.

You are not required to provide advance notice of the departure and return date of each trip; however, you will be required to provide evidence of your departure date and return date when filing a claim (e.g., airline ticket or customs/immigration stamps).

**Individual trips must be separated by a return to your province or territory of residence by a period of at least 24 hours.**

Your coverage for Trip Cancellation Insurance benefits begins on the later of:

- a) the day of booking your trip; or
- b) on your effective date:

Your coverage for Trip Cancellation Insurance benefits ends on the earliest of:

- a) your day of departure; or
- b) the day the covered event occurs, which causes the cancellation of your trip; or
- c) the day you cancel your trip.

Your coverage for Baggage & Personal Effects and Trip Interruption & Delay Insurance benefits for each trip begins on your day of departure from your province or territory of residence.

Your coverage for Baggage & Personal Effects and Trip Interruption & Delay Insurance benefits ends on the actual day you return to your province or territory of residence.

## G Automatic Extension of Coverage

This insurance provides automatic extension of coverage if on your trip termination date, you, your travelling companion, or family member travelling with you are confined to a hospital due to an emergency. Coverage will remain in force for as long as you, your travelling companion or family member remains confined to hospital up to a maximum of 365 days and will be extended up to 72 additional hours following discharge from hospital.

Automatic extension of coverage is provided for a maximum of 5 days if on your trip termination date you, your travelling companion, or family member travelling with you is unable to travel due to a medical emergency that does not require hospitalization. Medical evidence may be required.

Automatic extension of coverage is also provided for up to 72 hours when:

- a) the delay of a common carrier in which you are a passenger causes you to miss your scheduled return to your province or territory of residence; or
- b) the personal vehicle in which you are travelling is involved in an accident or mechanical breakdown that prevents you from returning to your province or territory of residence on or before your day of return; or
- c) you must delay your day of return to your province or territory of residence by the personal means of transportation in which you are travelling, due to extreme weather conditions on your day of return.

## H Cancellation and/or Refund of Premium

All requests must be made to the Administrator.

No refund of premium is available under the Non-Medical Plan if your cancellation request is received after the deadline date mentioned under Coverage for the new policy effective date. If you request cancellation prior to the deadline date and you have incurred a claim, no refund of premium is available. The Non-Medical Plan cannot be cancelled until the end of the policy year.



## II PLAN DESIGN

The Trip Cancellation & Trip Interruption Plan provides Non-Medical benefits as indicated below. These benefits are available for *trips* taken outside *your province or territory of residence*. Unless otherwise stated, dollar amounts shown under this insurance are in Canadian currency. All benefits are subject to exclusions and limitations as outlined in Section IV.

*Your coverage includes up to a maximum of \$12,000 Trip Cancellation, Interruption & Delay Insurance benefits per insured, per trip for any number of trips within the policy year. This applies only to trips booked prior to your departure from your province or territory of residence.*

Individual insured *trips* must be separated by a return to *your province or territory of residence* by a period of at least 24 hours.

## III BENEFITS

### A. Flight Accident and Accidental Death and Dismemberment Benefits

- **Flight Accident**

If you die within 90 days of an *injury* incurred as a result of an *accident*, loss, or damage to a commercial aircraft while you are travelling as a ticketed passenger (not as a pilot, officer or other crew member), the *Insurer* will pay \$150,000 to your estate.

- **Accidental Death and Dismemberment**

If an accidental death or *injury* occurs within 90 days of an *accident* other than a Flight Accident, the *Insurer* will pay:

- i) \$25,000 to your estate if you die; or
  - ii) \$25,000 for an *injury* causing a loss of either both eyes, hands or feet; or
  - iii) \$12,500 for an *injury* causing the loss of one eye, hand or foot.
- "Loss of one eye" means the total and irrecoverable loss of entire sight and "loss of hand or foot" means the actual complete and permanent severance at or above the wrist or ankle joint or complete irreversible paralysis.
  - Death or loss due to an *injury* must be a direct result of the *accident* sustained during your *trip*.

If you suffer more than one loss as a result of an *accident*, benefits will be payable for only one loss, that being the greatest amount.

### B. Baggage & Personal Effects Benefits – If, while on your *trip*, your baggage is lost, stolen or damaged, you will be reimbursed up to \$1,500 per *insured* to a maximum of \$3,000 per *insured family*.

The loss must be supported in writing by the appropriate local authorities at the place of loss and/or police report. Coverage is limited to \$200 per item or set of items.

Document Replacement: You will be reimbursed for the cost of replacing one or more of the following documents, to a maximum of \$200, in the event of loss or theft: passport, driver's license, birth certificate or travel visa.

You will be reimbursed up to \$400 per *insured* up to a maximum of \$1,000 per family for the purchase of necessities as a result of your checked baggage being delayed by the carrier for more than 12 hours after your arrival. Purchases must be made within 36 hours of your arrival at your destination, and prior to receipt of your baggage.

- **Exclusions – Baggage & Personal Effects Benefits**

No benefits are payable due to:

- a) breakage of, or damage to fragile or brittle articles unless caused by fire or accident to the means of conveyance;
- b) loss or damage not reported to the police and/or the appropriate local authorities within 24 hours of discovery;

- c) loss due to normal depreciation of the value of *your* articles;
- d) loss of, or damage to money, eyeglasses, sunglasses, contact lenses, medication, hearing aids, artificial teeth, tickets, documents (other than the documents specified above under Document Replacement), jewellery, cell phones, cameras or computer equipment;
- e) loss or damage by theft from an unattended *vehicle* unless it was completely locked and there was visible evidence of forced entry;
- f) loss or damage due to negligence on *your* part;
- g) loss of, or damage to fragile or perishable articles in checked baggage;
- h) any loss or damage directly or indirectly resulting from or arising out of, or in connection with any screening or security process, any act of war or *terrorism* or nuclear incident; and
- i) any loss incurred while on a business *trip* or any *trip* related to *your* employment.

If *you* are making a Baggage Claim, we will need:

- a) copies of reports from authorities as proof of loss, damage or delay;
- b) proof that *you* owned the articles and receipts for their replacement; and
- c) correspondence and confirmation of any payment from another source (i.e. airline, tour company, homeowner/tenant insurance, etc.).

### C. Trip Cancellation, Interruption & Delay Insurance Benefits

For *Trip* Cancellation, Interruption & Delay Insurance benefits to be in effect, ALL *trips* MUST be booked prior to leaving *your province or territory of residence*.

*Trip* Cancellation, Interruption & Delay Insurance benefits are subject to the Exclusions & Limitations as outlined in Section IV.

If *you* make a deposit or full payment for travel arrangements for a *trip* taking place in the following *policy year*, *your* Trip Cancellation & Trip Interruption Plan must be issued for another 365 days at the new policy *effective date* for that *trip* to be covered under this insurance.

Fees relating to the use of and/or ownership of timeshares are not an eligible expense under this insurance.

Points Program redemptions of any type and points used to purchase travel arrangements are not an eligible expense under this insurance. Please contact *your* Points Program supplier.

Exception: If there is any monetary fee charged for the reinstatement of your applicable travel points, reimbursement may be payable based on the covered events listed under *Trip* Cancellation, Interruption & Delay Insurance benefits.

- **Trip Cancellation Insurance Benefits – (Before Day of Departure)**

If *you* are unable to travel outside *your province or territory of residence* due to a covered event listed below and must cancel *your trip* before the *day of departure*, this insurance will reimburse *you* for the non-refundable and

non-transferable portion of *your* pre-paid travel arrangements as indicated on *your* travel arrangements, up to a maximum of \$12,000 per *insured* per *trip*.

Only the sums that are non-refundable and non-transferable on the day the covered event occurs shall be considered for the purpose of the claim. Any credits provided by the airline or *travel supplier* for travel on another date, are considered transferable amounts and shall not be payable under this policy.

**Please note:** For claims related to an *injury* or *illness*, the day the covered event occurs shall be considered to be the date of the initial medical consultation for symptoms of the *injury*, *illness* or *medical condition* which causes the cancellation of *your trip*. After this date, no benefits shall be payable for any cancellation penalties incurred, nor for any additional payments made for *your trip*. When a covered event for *trip* cancellation occurs before *your day of departure* it is required that:

- a) You must cancel *your trip* with the travel agent or the *common carrier* immediately, but no later than 24 hours or next business day following the cause of cancellation and advise the *Johnson Claims Assistance Centre* at the same time;
- b) If you are uncertain whether an event or situation may require you to cancel *your trip*, you must contact the *Johnson Claims Assistance Centre* for clarification immediately, but no later than 24 hours or next business day following the event or situation;
- c) Any issued travel ticket(s) must be surrendered to the *Johnson Claims Assistance Centre* along with proof from the travel agency or *common carrier* of the non-refundable and non-transferable portion of *your* pre-paid travel arrangements; and
- d) In the case of a tour, a copy of the terms and conditions of the tour company or cruise lines will be required at time of claim.

Important Notice: Any delays in notifying the *Johnson Claims Assistance Centre*, or any delays in cancelling *your trip* with *your* travel agent or *travel supplier*, will limit *your* benefit to the non-refundable or non-transferable amount that would have been payable on the initial date the covered event occurred.

#### • **Trip Interruption & Delay Insurance Benefits – (After Day of Departure)**

If you must interrupt *your trip* after *your day of departure* or delay *your day of return* due to a covered event listed below, this insurance will reimburse you for the extra cost of a one-way economy airfare to *your province or territory of residence* or *your next destination* point and any unused non-refundable and non-transferable accommodation costs or land arrangements up to a maximum of \$12,000 per *insured* per *trip*.

Out of Pocket Expenses:

This insurance will also reimburse you up to \$350 per day to a maximum of \$3,500 per trip for the cost of necessary meals and hotel accommodation, essential telephone calls and necessary ground transportation.

For an involuntary *schedule change* which causes *you* to miss a connection as the result of Covered Event No. 6, this insurance will provide reimbursement to you, for the expenses *you* actually incur; for the lesser of the following:

- The change fee charged by the airline carrier(s) involved, when such an option is available to *you*; or
- up to \$1,000 for the extra cost of *your* one-way economy air fare via the most cost effective route to *your* next destination (inbound and outbound).

For *trip* delays preventing you from returning on *your* scheduled *day of return*, delays must not extend more than 10 days beyond *your day of return*.

This benefit does not reimburse the unused portion of any travel ticket.

In order to submit a claim for *trip* interruption and delay after *your day of departure* it is required for reimbursement of eligible expenses that:

- a) *you* must contact the *Johnson Claims Assistance Centre* within 24 hours of the event; and
- b) for medical covered events any interrupted or delayed *trip* must be upon the recommendation of the attending *physician*; or in the event that *you*, a *family member*, *travelling companion*, or *close business associate* are confined to a *hospital* for at least 72 consecutive hours; and
- c) for non-medical covered events, appropriate documentation supporting the claim must be submitted.

#### **D. Covered events under *Trip Cancellation, Interruption & Delay Insurance* Benefits:**

Benefits under *Trip Cancellation, Interruption & Delay Insurance* Benefits are payable should any of the following covered events occur preventing *you* from departing on, continuing with, or returning from *your trip* as scheduled:

1. Death, *injury* or *illness* to *you*, *your family member*, *close business associate*, *caregiver*, *travelling companion*, or *your travelling companion's family member*.
2. *You* are under medical quarantine for a communicable disease diagnosed by a *physician*.
3. Death, quarantine or admission to *hospital* for at least 48 hours arising from an *emergency* of *your host* at *your destination*.
4. Cancellation of a planned business meeting due to death or admission to *hospital* of the person with whom *you* are to meet, or cancellation of a conference (for which *you* had paid registration fees) due to circumstances beyond *your* control. Benefits are only payable to *you* if attending the meeting. Proof of registration will be required in the event of a claim.
5. Delay of *your common carrier* or a private automobile resulting from the mechanical failure of that carrier; a traffic accident, an emergency police directed road closure, weather conditions or flight delay, causing *you* to miss a connection or resulting in the interruption of *your trip* arrangements.
6. *Your* missed connection caused by the *schedule change* of the airline carrier that is providing transportation for a portion of *your trip*.

7. A transfer by *you* or *your spouse's* employer for which notice was received from the respective employer subsequent to *your* booking date and before *your day of departure*, if the date of transfer coincides with or precedes *your day of departure*, and requires the relocation of *your* principal residence.
8. Damage to *your* principal residence by a disaster, making it uninhabitable.
9. A travel advisory or formal notice is issued by the Government of Canada after the purchase of *your* insurance, advising Canadians to avoid non-essential travel or to avoid all travel to a country, region or city originally ticketed for *your trip*.
10. A natural disaster at *your* place of destination.
11. A pregnancy diagnosed after paying for *your* insured *trip* if *you* or *your spouse* accompanying *you* on the insured *trip* is pregnant and the expected date of delivery is in the nine weeks before or after the scheduled *day of departure* for *your* insured *trip*.
12. Legal adoption of a child by *you* when, after paying for *your* insured *trip*, *you* receive notice that the actual date of adoption is scheduled to take place during *your* insured *trip*.
13. The involuntary loss of *your* or *your spouse's* permanent employment (not contract employment) due to lay-off or dismissal without just cause.
14. The non-issuance of *your travel visa* (not an immigration or employment visa) for reasons beyond *your* control.
15. *You* are called to service by government with respect to reservists, military, police or fire personnel.
16. *You* are: a) called for jury duty, b) subpoenaed as a witness, or c) required to appear as a defendant in a civil suit, while on a *trip*.

An Upgrade Cost or Single Supplement Benefit is payable in the event that *your travelling companion's* insured travel arrangements are cancelled due to any of the covered events listed above and you elect to continue on the trip as planned. This benefit will cover the cost incurred to adjust your prepaid accommodation to a single occupancy amount and may be applied as an alternative to making a claim for Trip Cancellation.

Eligible and incurred expenses will be reimbursed for *Trip Cancellation, Interruption & Delay* Insurance benefits when *you* provide the following applicable documentation and original receipts, at the request of the *Johnson Claims Assistance Centre*:

- a) a statement completed by the attending *physician* in the locality where the *injury* or *illness* occurred stating the diagnosis and the complete reason for the necessity of the cancellation, interruption or delay of *your trip*;
- b) documentary evidence of the *emergency* situation which caused the delay;
- c) proof that a portion of the travel arrangement costs is non-refundable and non-transferable;
- d) any original unused transportation tickets;
- e) any original invoices or receipts for land arrangements and any other eligible expenses; and/or
- f) any original tickets or receipts for any extra transportation cost incurred.

## IV EXCLUSIONS & LIMITATIONS

### PART I – Pre-existing *Medical Condition Stability Clause*

This exclusion applies to each insured under this insurance. This exclusion also applies to *your family member, close business associate, caregiver, travelling companion or your travelling companion's family member.*

This insurance does not cover any expenses for *Trip Cancellation, Interruption & Delay Insurance* benefits, incurred directly or indirectly as a result of:

1. A *medical condition* or related condition (other than a *minor ailment*), if in the 90 days before *your day of departure or day of booking*, that *medical condition* or related condition was not *stable*.
2. A heart condition, if in the 90 days before *your day of departure or day of booking*:
  - a) any heart condition has not been *stable*; or
  - b) *you* have taken nitroglycerin more than once per week specifically for the relief of angina pain for any heart condition.
3. A lung condition, if in the 90 days before *your day of departure or day of booking*:
  - a) any lung condition has not been *stable*; or
  - b) *you* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

*Your day of departure* applies to:

- *Trip Interruption & Delay Insurance* benefits.

*Your day of booking* applies to:

- *Trip Cancellation Insurance* benefits.

## PART II – Additional Exclusions & Limitations:

This insurance does not cover any expenses incurred directly or indirectly as a result of the following:

### Exclusions

All Exclusions apply to each *insured* under this Insurance.

The \* indicates which type of benefit(s) are excluded or limited.

	Trip Cancellation	Trip Interruption/Delay
1. Any <i>injury, sickness or medical condition</i> which, prior to the date of purchase of <i>your</i> travel arrangements or <i>your</i> departure date: a) was such as to render medical consultation or hospitalization expected; b) which has been shown, by prior medical history, as probable or certain to occur.	*	*
2. Any treatment that is not <i>emergency treatment</i> .	*	*
3. An <i>emergency</i> and/or event which requires <i>you</i> to submit a claim while the coverage is not in force.	*	*
4. Any portion of the benefits that require prior authorization and arrangement by the <i>Johnson Claims Assistance Centre</i> if the <i>Johnson Claims Assistance Centre</i> has not pre-authorized and arranged them.	*	*
5. Any <i>medical condition</i> for which prior to the <i>effective date</i> of this policy, or prior to <i>your day of booking your</i> travel arrangements, or prior to making any additional payments for <i>your</i> travel arrangements, or prior to <i>your day of departure</i> : <ul style="list-style-type: none"> <li>• You were awaiting the outcome of medical tests, the results of which show any irregularities or abnormalities;</li> <li>• Future investigation, consultation with any <i>physician</i>, treatment or surgery (except routine monitoring) is recommended by a <i>physician</i> or planned before <i>your trip</i>. This does not include regular check-ups or routine tests where no medical signs or symptoms existed or were found during the check-up.</li> </ul>	*	*
6. Any reason, circumstance, event, activity, or medical condition affecting you, an immediate family member; a travel companion, a travel companion's immediate family member; a caregiver; business associate, close friend, or your host at trip destination, of which, on the day you: (a) booked your trip, (b) made any additional payments on your travel arrangements, or (c) purchased this insurance, you were aware may eventually prevent you from starting and/or completing your covered trip as booked.	*	*



## PART II – Additional Exclusions & Limitations continued...

### Exclusions

All Exclusions apply to each *insured* under this Insurance.

The \* indicates which type of benefit(s) are excluded or limited.

	Trip Cancellation	Trip Interruption/Delay
7. The following: <ul style="list-style-type: none"> <li>• Routine pre-natal care;</li> <li>• Any medical treatment, relating to <i>your</i> pregnancy or childbirth, occurring within 9 weeks before or after the expected date of delivery;</li> <li>• Childbirth occurring within 9 weeks before or after the expected date of delivery; or</li> <li>• Any child born during the <i>trip</i>.</li> </ul>	*	*
8. <i>Your</i> participation as a professional in sports, participation as a professional in underwater activities, scuba diving as an amateur unless <i>you</i> hold a basic scuba designation from a certified school or other licensing body, participation in a motorized race or motorized speed contest, bungee jumping, parachuting, rock climbing, mountain climbing, hang-gliding or skydiving.	*	*
9. <i>Your</i> committing or attempting to commit a criminal offence.	*	*
10. Any disorder, disease, condition or symptom that is emotional, psychological or mental in nature, including but not limited to anxiety or depression; suicide or attempted suicide.	*	*
11. Medication, drugs or toxic substance abuse or overdose; or <i>your</i> deliberate non-compliance with prescribed medical therapy or treatment: alcohol abuse, alcoholism or an <i>accident</i> while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.	*	*
12. <i>Your</i> active participation in and/or voluntary exposure to any risk from: war or act of war; whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war; riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.	*	*

## PART II – Additional Exclusions & Limitations continued...

### Exclusions

All Exclusions apply to each *insured* under this Insurance.

The \* indicates which type of benefit(s) are excluded or limited.

	Trip Cancellation	Trip Interruption/Delay
13. Any <i>illness, injury or medical condition</i> you suffer or contract, or any loss you incur in a specific country, region or area for which the Government of Canada, including Foreign Affairs, Trade and Development Canada, has issued a travel advisory or formal notice, before <i>your day of departure</i> , advising travellers to avoid non-essential travel or to avoid all travel to that specific country, region or area. If the travel advisory or formal notice is issued after <i>your day of departure</i> , your coverage under this policy in that specific country, region or area will be limited to a period of 10 days from the date the travel advisory or formal notice was issued, or to a period that is reasonably necessary for you to safely evacuate the country, region or area.	*	*
14. Expenses for which no charge would normally be made in the absence of insurance.	*	*
15. Loss arising as a result of a <i>Common carrier</i> work stoppage, or the bankruptcy or insolvency of a travel agent, agency, broker or <i>Travel supplier</i> .	*	*
16. Points Program redemptions of any type, or points used to purchase travel arrangements, or the cost of purchasing or repurchasing travel redemption points from any Points Program Supplier.	*	*
17. Invasive testing or surgery (including cardiac catheterization, angioplasty, and MRI) unless pre-approved and arranged by the <i>Johnson Claims Assistance Centre</i> .		*
18. Any <i>emergency</i> transplants including but not limited to organ transplants and bone marrow transplants.		*
19. Any <i>medical condition</i> or related condition that arises during a trip you undertake with the knowledge acquired before <i>your day of departure</i> , that you will require or seek treatment or surgery for that <i>medical condition</i> or related condition, whether or not recommended by your <i>physician</i> .		*

<b>PART II – Additional Exclusions &amp; Limitations continued...</b>  <b>Exclusions</b> All Exclusions apply to each <i>insured</i> under this Insurance. The * indicates which type of benefit(s) are excluded or limited.	<b>Trip Cancellation</b>	<b>Trip Interruption/Delay</b>
20. Treatment or surgery for a specific <i>medical condition</i> , or a related condition, which caused a <i>physician</i> to advise <i>you</i> not to travel.		*
21. Air travel, other than as a passenger in a commercial aircraft licensed to carry passengers for hire.		*
22. When riding as a passenger on a commercial conveyance which is not licensed for the transportation of passengers for compensation or hire.		*
23. The continued treatment, recurrence, investigation or complications of a <i>medical condition</i> following <i>emergency treatment</i> for that <i>medical condition</i> during <i>your trip</i> if the medical advisors of the <i>Johnson Claims Assistance Centre</i> determine <i>you</i> were medically able to return to <i>your province or territory of residence</i> and <i>you</i> chose not to. After receiving <i>emergency treatment</i> for a <i>medical condition</i> , this insurance will not cover <i>you</i> for that medical condition, or related condition, for any other <i>trips</i> within the 90 days following <i>your emergency treatment</i> .		*
24. Treatment of any heart or lung condition following <i>emergency treatment</i> for any related or unrelated heart or lung condition during <i>your trip</i> , if the medical advisors of the <i>Johnson Claims Assistance Centre</i> determine <i>you</i> were medically able to return to <i>your province or territory of residence</i> and <i>you</i> chose not to. After receiving <i>emergency treatment</i> for any heart or lung condition, this insurance will not cover <i>you</i> for any heart or lung condition for any other <i>trips</i> within the 90 days following <i>your emergency treatment</i> .		*

## V DEFINITIONS

Italicized words or expressions have a specific meaning as follows:

*Accident* means a sudden, unexpected, unintended, unforeseeable external event, occurring during an insured *trip*, arising from accidental means, which independently of any other cause, causes *injury*.

*Administrator* means Johnson Inc.

*Applicant(s)* means any person who:

- a) has applied for coverage under this insurance;
- b) is a Canadian resident and
- c) is insured under their *Provincial or Territorial Health Insurance Plan*.

*Caregiver* means the permanent, full-time person entrusted with the well-being of *your dependent(s)* and whose absence cannot reasonably be replaced.

*Close Business Associate* means a person whose absence requires *you* to return to *your* workplace to ensure no business or material deterioration in customer service or products, or impairment in the services provided.

*Common Carrier* means any land, air or water conveyance, which is licensed to carry passengers for compensation or hire.

*Confirmation of Coverage* means any letter or document(s) sent to *you* by the *Administrator* describing or confirming *your* insurance coverage.

*Day of Booking* means the day *you* book and make the initial deposit for *your* prepaid travel arrangements.

*Day of Departure* means the calendar day that *you* leave *your province or territory of residence*. If during an insured *trip*, *you* return to *your province or territory of residence* for a period of 24 hours or more, *your day of departure* means the most recent calendar day that *you* left *your province or territory of residence*.

*Day of Return* means the calendar day *you* are scheduled to return to *your province or territory of residence*.

*Dentist, Dental Surgeon* means a person other than *you* or a *family member*, who is legally qualified and licensed to practice as a *dentist* or *dental surgeon* in the jurisdiction where the services are rendered.

*Dependent(s)* means any of *your* unmarried children (natural, foster child, legally adopted or living with the adopting parents during period of probation, step-child for whom *you* are the legal guardian), who is:

- a) under the age of 21;
- b) age 25 or less and a full-time student attending college or university and who is dependent on *you* for their sole means of support. While attending a college or

university outside *your province or territory of residence* or Canada, a *dependent* is covered while travelling 500 kilometres or more away from their college or university residence;

- c) of any age, if mentally or physically handicapped and primarily dependent on you for financial support;

*Effective Date* means the later of: the date the *Administrator* receives your completed and signed Application for Insurance form and pre-authorized chequing bank debit authorization; or the date indicated as the effective date on *your confirmation of coverage*.

*Emergency* means any sudden and unforeseen and unintentional *illness* or *injury* that occurs while on a *trip* and makes it necessary to receive immediate medical treatment from a licensed *physician, dentist* or *dental surgeon* or to be hospitalized.

An *emergency* ends when the *illness* and/or *injury* has been treated such that your condition becomes *stable*, as determined by your attending *physician*, and the *emergency* has ended.

*Emergency Treatment* means any medication, medical treatment or surgery for an *emergency* that is received for the immediate relief of an acute symptom or upon the advice of a *physician* and cannot be delayed until you return to Canada. The *emergency treatment* must be received during your *trip* because your *medical condition* prevents you from returning to your *province or territory of residence*.

*Emergency treatment* or surgery during your *trip* must be:

- a) ordered by a licensed *physician*;
- b) received in a *hospital*; or
- c) received from a licensed physiotherapist, chiropractor, chiropracist, podiatrist or osteopath as a result of an *emergency*.

*Expiry Date* means the date which your coverage ends under this insurance, which is midnight on the *expiry date* indicated on *your confirmation of coverage*.

*Family Member* means *spouse*, child, parent, guardian, step-parent, grandparent, grandchild, great-grandchild, parent-in-law, daughter-in-law, son-in-law, step-child, brother, sister, step-brother, step-sister, aunt, uncle, nephew, niece, brother-in-law or sister-in-law.

*Hospital* means an establishment legally licensed as a *hospital*, which provides facilities for diagnosis, major surgery and the care and treatment of a person suffering from *illness* or *injury*, on an in-patient or outpatient basis, with 24 hour service by Registered Nurses and *physicians*. This includes legally licensed *hospitals* providing specialized treatment for mental *illness*, cancer, arthritis and convalescing or chronically ill persons when approved by the *Johnson Claims Assistance Centre*. *Hospital* does not include nursing homes, homes for the aged, rest homes, health spas or other places providing similar care.

*Illness* means *sickness* or disease which results in a covered loss while this insurance is in effect and is serious enough for a reasonable person to seek *emergency treatment* from a *physician, dentist* or *dental surgeon* while on a *trip*.

*Injury* means any accidental bodily harm caused solely by external, violent and accidental means and independently of any *illness* or other causes which occurs during a *trip* resulting in a covered loss while this insurance is in effect and which is serious enough for a reasonable person to seek *emergency treatment* from a *physician*, *dentist* or *dental surgeon*.

*Insured family* means any *insured* for whom premium has been paid under Family policy.

*Insured*, means *you*, *your spouse* or *dependent(s)* who are covered under this insurance and for whom the required premium has been paid.

*Insurer* means Royal & Sun Alliance Insurance Company of Canada.

*Medical Condition* means an *illness* or *injury* (or a condition relating to that *illness* or *injury*), including disease, acute psychoses and complications of pregnancy occurring within the first 31 weeks of pregnancy.

*Johnson Claims Assistance Centre* means the travel assistance provider, Global Excel Management Inc., appointed as the provider of all assistance and claims services under this insurance.

*Member* means a person in good standing in accordance with the Sponsoring Organization.

*Minor Ailment* means any *sickness* or *injury* which does not require: the use of medication for a period of greater than 15 days; more than one follow-up visit to a *physician*; hospitalization; surgical intervention; or referral to a specialist; and which ends at least 30 consecutive days prior to the *day of departure* of each *trip*. However, a chronic condition or any complication of a chronic condition is not considered a *minor ailment*.

*Nurse* means a person, other than *you* or a *family member* who is licensed and qualified to perform nursing services within the scope of their license including a Registered Nurse (R.N.) / Registered Practical Nurse (R.P.N.) / Licensed Practical Nurse (L.P.N.) / Registered Nursing Assistant (R.N.A.) / Certified Nursing Assistant (C.N.A.). *Nurse Practitioner* means a person, other than *you* or a *family member* who is a registered *nurse* (RN) certified (NP) with additional education in health assessment, diagnosis and management of *illnesses* and *injuries*, including prescribing drugs.

*Physician* means a medical practitioner whose legal and professional standing within his or her jurisdiction is equivalent to that of a doctor of medicine (M.D.) licensed in Canada, who is duly licensed in the jurisdiction in which he or she practices, who prescribes drugs and/or performs surgery and who gives medical care within the scope of his or her licensed authority. A *physician* must be a person other than *yourself* or a *family member*. Where permitted by law, the *Johnson Claims Assistance Centre* may approve the services of a *Nurse Practitioner* in substitution for appropriate and corresponding *physician* services.

*Policy Year* means September 1 to August 31.

*Province or Territory of Residence* means your province or territory of residence in Canada.

*Provincial or Territorial Health Insurance Plan* means the health insurance coverage that Canadian provincial and territorial governments provide for their residents.

*Schedule Change* – the later departure of an airline carrier causing you to miss your next connecting flight via a different airline carrier (or connecting cruise ship, ferry, bus or train), or the earlier departure of an airline carrier rendering unusable the ticket you have purchased for your prior connector flight via a different airline carrier (or connecting cruise ship, ferry, bus or train). *Schedule change* does not mean a change resulting from a supplier default, strike or a labour disruption.

*Sickness* means a disease or disorder of the body which results in loss while this coverage is in effect. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of medical treatment.

*Spouse* means a person who is legally married to you or if not legally married, has been living in a conjugal relationship (including a same-sex person) with you for a continuous period of at least 12 months and who resides in the same household as you.

*Stable* means any *medical condition* or related condition (including any heart condition and/or lung condition), other than a *minor ailment*, for which all of the following statements are true:

- there has been no new diagnosis, new treatment or new prescribed medication;
- there has been no change in treatment or change in prescribed medication (including the amount of medication to be taken, how often it is to be taken, the type of medication or changes in treatment frequency or type); Exception: i) the routine adjustment of Coumadin or Warfarin, insulin or oral medications to control diabetes, (as long as it is not newly prescribed or stopped); or ii) a change from a brand name medication to a generic brand medication (provided the dosage is not modified);
- there has been no new symptom, more frequent symptom or more severe symptom experienced;
- there has been no test result showing a deterioration;
- there has been no hospitalization or referral to a specialist (made or recommended) and there is no further investigation for which results are pending.

*Terrorism* means an ideologically motivated unlawful act or acts, including but not limited to the use of violence or force or threat of violence or force, committed by or on behalf of any group(s), organization(s) or government(s) for the purpose of influencing any government and/or instilling fear in the public or a section of the public.

*Travel Supplier* means a licensed or registered company in the business of providing transportation and/or accommodation to the public, including, but not limited to: tour operator, travel wholesaler, airline, cruiseline, provider of ground transportation or provider of commercial accommodation to the *insured*.

*Travelling Companion* means a person who accompanies *you* and shares prepaid accommodations and/or transportation arrangements with *you* while on a *trip* and is not an *insured* under this insurance.

*Trip(s)* means a defined period of travel outside *your province or territory of residence* while this insurance is in effect.

*Vehicle* means a private automobile, motorcycle, van, trailer, or motor home *you* own or have rented.

*You, your or yourself* means an *insured* under this insurance for whom the required premium has been paid.



## VI HOW TO MAKE A CLAIM

### 1. To make a claim for benefits under this insurance:

Immediately notify the *Johnson Claims Assistance Centre*. Any delays in cancelling your trip with your travel agent or travel supplier, will limit your benefit to the non-refundable or non-transferable amount that would have been payable on the initial date the covered event occurred. A telephone call to the *Johnson Claims Assistance Centre* to report the claim will be considered "Notice of Claim" under the terms of the insurance.

### 2. Written proof of claim:

Within 90 days after the date the covered loss and/or medical emergency occurs, but not more than 12 months after the date the covered loss and/or medical emergency occurs, you must submit written proof of claim, which includes:

- a) completion of any claim forms furnished by the *Johnson Claims Assistance Centre*;
- b) original itemized receipts which include the *physician's* name and credentials, the attending *physician's* report or statement, travel documents and/or receipts showing the non-refundable unused portion of travel arrangements, tickets, proof of loss incurred, police reports, if applicable, and any other form of documented evidence requested by the *Johnson Claims Assistance Centre*.

Incomplete or incorrect claim forms will be returned and may delay the claim processing. You are responsible for any expenses incurred for any necessary documents required for the purpose of adjudicating a claim.

### 3. Proof of Day of departure:

If you have a claim, you will be required to provide proof of your day of departure. Proof of your day of departure includes: a border crossing receipt; duty free receipt; airline ticket or boarding pass; stamped passport; credit card receipt; signed and dated bank or financial institution documents; or, any signed and dated document that proves you were in your province or territory of residence the day before your scheduled day of departure.

### 4. Returning any ill or injured insured person to their province or territory of residence:

The Company, through the *Johnson Claims Assistance Centre*, in consultation with the attending *physician*, reserves the right to return any ill or injured insured person to his or her province or territory of residence. If an ill or injured insured person is able to return to his or her province or territory of residence following the emergency medical treatment and/or diagnosis of a medical condition which requires continuing medical care, treatment or surgery and elects to have the treatment or surgery performed outside his or her province or territory of residence, no benefits shall be payable with respect to such continuing treatment or surgery. The immediate availability of treatment or surgery upon returning the insured person to his or her province or territory of residence is not the responsibility of the Company, the *Johnson Claims Assistance Centre* or the Administrator.

## 5. Limitation of Benefits:

Once you are deemed medically *stable* to return to your province or territory of residence (with or without a medical escort) either in the opinion of the *Insurer*, and/or the *Johnson Claims Assistance Centre*, or by virtue of discharge from *hospital*, your *emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the medical *emergency* will no longer be eligible for coverage during your *trip*, or for any other *trips* within the 90 days following your *emergency treatment*.

## 6. Co-ordination of Benefits With Other Plans:

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

All co-ordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines.

## 7. Right to Recover Payments:

If any benefit paid to you or on your behalf is in excess of the amount allowed under the provisions of this insurance, or if payment is made due to a clerical or administrative error, the *Company* and/or the *Johnson Claims Assistance Centre* reserve the right to recover the amount of such payment from any *insured person*, institution, *insurer* or organization to whom payment was made.

## 8. Subrogation from a Third Party:

If you suffer a loss covered under this policy, the *Insurer* and/or the *Johnson Claims Assistance Centre* is granted the right from you to take action to enforce all your rights, powers, privileges and remedies upon making payment or accepting the claim to the extent of the incurred losses, against any person, legal person or entity which caused such loss, other than members of your household if this policy is governed by Quebec law.

Additionally, if No Fault benefits or other collateral sources of payment of expenses are available to you, regardless of fault, the *Insurer* is granted the right to make a demand for, and recover those benefits. If the *Insurer* institutes an action, the *Insurer* may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action. If you institute a demand or an action for a covered loss you shall immediately notify the *Insurer* so that it may safeguard its rights.

You shall take no action after a loss that will impair the rights of the *Insurer* set forth in the previous paragraph and shall do such things as are necessary to secure the *Insurer's* rights.

**9. Authorization to obtain all pertinent records or information:**

As a condition precedent to the payment of benefits, the *Company* and/or the *Johnson Claims Assistance Centre* shall have the authority to obtain all pertinent records or information from any *physician, dentist, dental surgeon, practitioner, hospital, clinic, insurer, individual or institution* to assess the validity of a claim submitted by or on behalf of any *insured person*. In the event of *your death*, the *Company* and/or the *Johnson Claims Assistance Centre* may request an examination of *your body*, for identification purposes, subject to any law of the applicable jurisdiction relating to such examinations.

**10. Limitation periods:**

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 B.C., Alberta and Manitoba). Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

**11. Other Conditions:**

If *you* are insured and eligible for more than one of the same benefits under this insurance, the total amount payable for all the benefits cannot exceed the actual expense incurred. The maximum amount payable is the largest amount specified for any one benefit.

# VII GENERAL PROVISIONS

## 1. Subrogation

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

## 2. Other Insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or provincial or territorial auto insurance plan providing *hospital*, medical, or therapeutic coverage, or any other insurance in force concurrently herewith, amounts payable hereunder are limited to those covered benefits incurred outside *your* Canadian *province or territory of residence* that are in excess of the amounts for which *you* are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the Insurer seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less.

## 3. Misrepresentation and Non-disclosure

The completed and signed Application is essential to the appraisal of the risk by the Insurer and is the basis of and forms part of *your* contract. Any erroneous responses thereon constitute material misrepresentation or concealment relating to an essential component of the contract, that renders *your* insurance void. Consequently and following a loss, no claim shall be payable by the Insurer and *you* shall be solely responsible for all expenses relating to *your* claim, including repatriation costs. The entire coverage under this policy shall be void if the Insurer determines, whether before or after loss, *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or *your* interest therein, or if *you* refuse to disclose information or permit the use of such information, pertaining to any of the *insured* under this contract of insurance.

## 4. Applicable Law

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

be brought in the courts of the Canadian *province or territory of residence* of the insured.

## 5. Limitation Period

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

## 6. Sanctions

The Insurer is a member of the RSA Group whose principal insurance company in the United Kingdom is required to comply with economic, financial and trade sanctions (“Sanctions”) imposed by the European Union and the United Kingdom and the parties acknowledge that the Insurer intends to adhere to the same standard.

The Insurer shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach Sanctions imposed under the laws of Canada; or would breach Sanctions imposed by the European Union or the United Kingdom if provided under an insurance contract issued by an insurer in the United Kingdom.

## 7. Important Notice About Your Personal Information

Royal & Sun Alliance Insurance Company of Canada (“we”, “us”) collect, use and disclose, personal information (including to and from *your* agent or broker, our affiliates and/or subsidiaries, referring organizations and/or third party providers/suppliers) for insurance purposes, such as administering insurance, investigating and processing claims and providing assistance services.

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, *insureds* and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or *travelling companions* when a policyholder, *insured* or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and *family members* and friends of policyholders, *insureds* or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an *insured* may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy, visit [www.rsatravelinsurance.com](http://www.rsatravelinsurance.com).

## VII STATUTORY CONDITIONS

### 1. The Contract

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

### 2. Waiver

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

### 3. Copy of Application

The insurer shall, upon request, furnish to the *insured* or to a claimant under the contract a copy of the application.

### 4. Material Facts

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

### 5. Notice and Proof of Claim

- I. The *insured* or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall
  - a) give written notice of claim to the insurer:
    - i. by delivery of the notice, or by sending it by registered mail, to the head office or chief agency of the insurer in the province, or
    - ii. by delivery of the notice to an authorized agent of the insurer in the province, not later than 30 days after the date a claim arises under the contract on account of an *accident* or *sickness*;
  - b) within 90 days after the date a claim arises under the contract on account of an *accident* or *sickness*, furnish to the insurer such proof as is reasonably possible in the circumstances of
    - i. the happening of the *accident* or the commencement of the *sickness*,
    - ii. the loss caused by the *accident* or *sickness*,
    - iii. the right of the claimant to receive payment,
    - iv. the claimant's age, and
    - v. if relevant, the beneficiary's age, and
  - c) if so required by the insurer, furnish a satisfactory certificate as to the cause or nature of the *accident* or *sickness* for which claim is made under the contract and, in the case of *sickness*, its duration.

## Failure to Give Notice and Proof

- 2) Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if
  - a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the *accident* or the date a claim arises under the contract on account of *sickness*, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or
  - b) in the case of the death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

## 6. Insurer to Furnish Forms for Proof of Claim

The insurer shall furnish forms for proof of claim within fifteen days after receiving notice of claim, but where the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or *sickness* giving rise to the claim and of the extent of the loss.

## 7. Rights of Examination

- As a condition precedent to recovery of insurance money under this contract,
- a) the claimant must give to the insurer an opportunity to examine the person of the person *insured* when and so often as it reasonably requires while the claim hereunder is pending, and
  - b) in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

## 8. When Money Payable

All money payable under the contract shall be paid by the insurer within 60 days after it has received proof of claim.

## 9. Limitation of Actions

An action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim. In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

## VIII IDENTIFICATION OF INSURER

The Trip Cancellation & Trip Interruption insurance is underwritten by Royal & Sun Alliance Insurance Company of Canada.

Administered by Johnson Inc.

### IN THE EVENT OF AN EMERGENCY



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