

# **Visitors to Canada**

Accident & Sickness Policy
April 1, 2024

Underwritten by: Zurich Insurance Company Ltd (Canadian Branch)

Claims Administration and Assistance Services provided by: Zurich has appointed World Travel Protection Canada Inc., operating as Zurich Travel Assist as the provider of all assistance and claims services under the policy.

Managed and distributed by: The Destination: Travel Group Inc.

# **RIGHT TO EXAMINE POLICY**

Please review this policy when *you* receive it to ensure it meets *your* needs. If *you* are not completely satisfied with this policy, *you* may cancel it within 10 days of purchase for a full refund of premium paid, provided *your* coverage has not begun. Please refer to the section of this policy that explains when coverage begins and the Refunds section on page 8 for more information on obtaining a refund.

# **NOTICE REQUIRED BY PROVINCIAL LEGISLATION**

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

# Important Notice - Read *Your* Policy 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 interest to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy before you travel. Italicized terms are defined in your policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies) and typically not follow-up or recurrent care.
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. 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 Zurich Travel Assist before seeking treatment or your benefits may be limited.
- In the event of a claim, your prior medical history may be reviewed.
- It is your responsibility to be aware of your medical conditions.
   If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your coverage may be null and void.

It is your responsibility to understand your coverage.

If you have questions, call your agent/broker or 1-855-337-3532.

## IMPORTANT INFORMATION

# To help you better understand your policy

Key terms in this policy are printed in *italics* and are defined in the Definitions section starting on page 5.

#### What are you covered for?

To find out what *your* coverage is, please read the Benefits section on page 2. Travel insurance is intended to cover losses arising from sudden, unexpected, and unforeseeable circumstances.

# What is not covered?

Travel insurance does not cover everything. Your insurance has exclusions, conditions and limitations. Your pre-existing medical conditions may be excluded. You should carefully read and understand your policy when you receive it.

## What if you have an emergency or claim?

*You*, or someone on *your* behalf, must notify Zurich Travel Assist at 1-888-726-1839 toll-free from the USA and Canada or +1 (416) 260-4553 collect where available prior to any surgery being performed or within 24 hours of admission to a *hospital*.

If you have a claim and need to apply for benefits, you will need to send a completed claim form, along with all original bills and receipts. Take care in filling out the form as any missing information may cause delay.

Please refer to the Claims Procedures section on page 8.

#### **Limits on Coverage**

Failure to notify Zurich Travel Assist, without reasonable cause, will result in the reduction of eligible benefit amounts payable by **20%**. *You* will be responsible for any expenses that are not payable by the *insurer*.

#### What if your travel plans change?

You must contact your agent/broker or The Destination: Travel Group Inc. at 1-855-337-3532 prior to the *effective date* to make any changes to your insurance.

#### **Travel Assistance**

Zurich Travel Assist is there to help *you* 24 hours a day, every day of the year.

# **ELIGIBILITY**

- 1. Coverage is NOT AVAILABLE to any individual who:
- a) has been diagnosed with a terminal illness; or
- b) has been diagnosed with or received treatment for pancreatic cancer, liver cancer or any type of cancer that has metastasized (migrated to another organ from its original site); or
- c) has been prescribed or used home oxygen in the last 12 months; or
- d) has been diagnosed with or received treatment for heart failure; or
- e) has had a major organ transplant (heart, kidney, liver, lung), bone marrow or stem cell transplant; or
- f) has received kidney dialysis treatment in the last 12 months; or
- g) has a diagnosed aneurysm of 4 centimeters or more in either length or diameter, that has not been surgically repaired; or
- h) has been advised by a physician not to travel.
- 2. To be eligible for coverage you must, as of the effective date:
- a) be at least 15 days old; and
- b) be in good health at the time you purchase your policy and on the effective date, and know of no reason why you would seek medical attention during the period of coverage; and
- c) not be insured or eligible for benefits under a Canadian Government Health Insurance Plan (GHIP).

**Effective date** means the date and time coverage starts. Coverage begins on the **latest** of the following:

- a) the date and time the completed application and premium are accepted by The Destination: Travel Group Inc. or its agent/broker; or
- b) the date indicated as the effective date in your confirmation of coverage; or
- c) the date and time you exit your country of origin.

Note: If your effective date is more than 3 years from your application date we will cancel and refund your policy.

**Expiry date** means the date and time coverage ends. Coverage ends on the earlier of the following:

- a) the date indicated as the expiry date in your confirmation of coverage.
- b) the date *you* become eligible for coverage under a Canadian Government Health Insurance Plan (GHIP).

### **Waiting Period**

A waiting period will be applied if you purchase this insurance:

- after your arrival date in Canada; or
- after the date your existing Destination: Canada policy expires; or
- after the date of any other existing health insurance coverage expires.

The following waiting period will apply and no claims will be payable for any sickness for which signs and symptoms occurred within:

- 48 hours after your effective date if you purchased within 30 days after your date of departure from your country of origin.; or
- 10 days after your effective date if you purchased more than 30 days after your date of departure from your country of origin.

Any *sickness* that manifests itself during the above waiting period is not covered even if related expenses are incurred after the waiting period. The waiting period will be waived if this insurance is purchased:

- before the date of departure from your country of origin; or
- before the date your existing Destination: Canada policy expires; or
- before the date any other existing health insurance coverage expires and there is no lapse or gap in coverage. In the event of a claim, you must provide satisfactory proof of your previous insurance coverage in order to have the waiting period waived.

# **INSURING AGREEMENT**

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations and exclusions of this policy, if you incur eligible expenses for emergency hospital and emergency medical care or services during the period of coverage as the result of a medical condition occurring during the period of coverage, the insurer agrees to pay up to the sum insured selected at the time of application. Benefits will be paid up to the amounts specified in this

policy for the *reasonable and customary* costs for eligible expenses, in excess of any *deductible amount* and the amount allowed and/or paid for by any other insurance plan(s).

You must, at all times while you are covered under this policy, act in a prudent manner so as to minimize costs to us.

## **Limits on Coverage**

The deductible amount (if any) is shown on your confirmation of coverage and applies to each claim. You will be responsible for any expenses that are not payable by the *insurer*.

The specific details of *your* policy are outlined in *your confirmation of coverage* which forms part of *your* policy.

You must call Zurich Travel Assist at **1-888 726-1839** toll-free from the USA and Canada or **+1 (416) 260-4553** collect where available before obtaining *emergency treatment*, so that we may:

- confirm coverage;
- provide pre-approval of treatment.

If it is medically impossible for *you* to call prior to obtaining *emergency treatment*, *we* ask that someone calls on *your* behalf as soon as possible. Otherwise, if *you* do not call Zurich Travel Assist before *you* obtain *emergency treatment*, *you* will have to pay 20% of the eligible medical expenses *we* would normally pay under this insurance.

The *insurer* reserves the right, as reasonably required, to transfer *you* to any *hospital* or to transport *you* to *your country of origin* following an *emergency*. If *you* refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after *your* refusal will not be covered and the payment of such costs becomes *your* sole responsibility. Coverage ceases upon *your* refusal and no coverage will be provided to *you* for the remainder of the *period of coverage*.

Zurich Travel Assist, the *insurer*, The Destination: Travel Group Inc. and its agents/brokers will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for failure to obtain medical service. Subject to the terms, conditions, limitations and exclusions of this policy, benefits are payable for the following costs:

## **BENEFITS**

- Emergency Hospital The insurer agrees to pay for semi-private hospital
  accommodation and for reasonable and customary services and
  supplies, including drugs and medication administered during your
  hospitalization; necessary for your emergency medical care during
  confinement as a resident in-patient.
- Emergency Medical The insurer agrees to pay for emergency medical, surgical or anaesthetic services when performed and authorized by a physician.
- 3) Emergency Extended Health The insurer agrees to reimburse for the following services, supplies or treatment, when provided by a medical professional who is not related to you by blood or marriage:
  - a) Private duty services of a Registered Nurse when approved in advance by Zurich Travel Assist.
     Not to exceed \$10,000.
  - The services of a legally licensed physiotherapist, chiropractor, osteopath, chiropodist or podiatrist when ordered by an attending physician as treatment of a covered injury.
     Not to exceed \$500 per category of practitioner for out-patient treatment.
  - c) When performed at the time of the initial emergency, lab tests and/or x-ray examination as ordered by a physician for the purpose of diagnosis.
  - d) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation) to the nearest hospital, when reasonable and necessary when approved and arranged by Zurich Travel Assist.
  - Rental of crutches or hospital-type bed, not exceeding the purchase price; and the cost of splints, trusses, braces or other approved prosthetic appliances.

- f) Emergency out-patient services provided by a hospital.
- g) Drugs and/or medications, prescribed by a physician on an outpatient basis, for your covered emergency. This benefit is limited to a one-time 30 day supply per prescription and up to \$1,000 per policy. Charges for vitamins, vitamin preparations, over-the-counter drugs or medications are not covered.
- 4) Emergency Transportation When necessary, the insurer agrees to transport you to your country of origin when immediate medical consultation is required due to a covered emergency sickness or injury. Any emergency transportation such as air ambulance, one-way economy airfare, stretcher and/or a medical attendant must be approved and arranged by Zurich Travel Assist.
- 5) **Transportation of Family or Friend** Up to \$3,000 for one round-trip economy class transportation by the most direct route, and up to \$1,000 for reasonable costs incurred after arrival by *your family member* or close friend if:
  - a) you are hospitalized due to a covered sickness or injury and the attending physician advises the necessary attendance by such persons; or
  - b) local authorities legally require the attendance of such person to identify your remains in the event of death due to a covered sickness or injury.
- 6) Attendant If you are hospitalized for 48 hours or more as a result of an emergency, the insurer agrees to reimburse up to \$50 a day, to a maximum of \$500 for an attendant, other than a relative, to care for your accompanying travelling companion(s) under age 18, or physically or mentally handicapped travelling companion(s) who rely on you for assistance.
- 7) Follow-up visits Up to \$3,000 to have you re-examined to monitor the effects of earlier treatment directly related to an initial emergency, except while hospitalized, and provided the initial emergency has been reported to Zurich Travel Assist. Follow-up visits do not include continuous or ongoing treatment or further diagnostic or investigative testing related to the initial emergency.
- 8) Accidental Dental The insurer agrees to reimburse reasonable and customary costs up to \$3,000 for emergency treatment or services to whole or sound natural teeth (including capped or crowned teeth) caused by an accidental direct blow to the face. Treatment relating to any dental claim must begin and end within 90 days from the onset of the accident and prior to your return to your country of origin.
- 9) Dental Emergencies The insurer agrees to reimburse up to \$500 for the immediate relief of acute dental pain caused by a dental emergency other than a direct blow to the face. Dental conditions for which you have previously received treatment or advice are not covered. Treatment relating to any dental claim must begin and end within 90 days from the onset of the emergency and must be completed within the period of coverage and prior to your return to your country of origin.
- 10) Meals and Accommodation The insurer agrees to reimburse up to \$150 per day to a maximum of \$1,500, or up to a maximum 10 days in the event you or your insured travelling companion are confined to a hospital on the date on which you are scheduled to return home. The insurer will reimburse for a hotel or motel room or a bed and breakfast when licensed under the law of its jurisdiction, meals, childcare costs (children under age 18, or physically or mentally handicapped travelling companion(s) who rely on you for assistance), essential telephone calls and taxi fares incurred by you or any insured travelling companion. The insurer will only reimburse these expenses if you have actually paid for them
  - Expenses must be supported by original receipts from commercial organizations.
- 11) Emergency Return Home If a covered sickness or injury requires you to be returned home during the period of coverage, the insurer agrees to reimburse up to \$3,000 for the additional cost of a one-way economy transportation by the most direct route to your country of origin when approved and arranged by Zurich Travel Assist. This benefit also includes one insured family member.
- 12) **Return of Deceased** In the event of death due to a covered *sickness* or *injury*, the *insurer* agrees to reimburse up to:

- a) **\$10,000** for the costs incurred to prepare and return *your* remains in a standard transportation container to *your country of origin*; or
- \$4,000 for cremation or burial at the place of death. The cost of a coffin or urn, headstones, flowers, reception expenses are not covered.
- 13) Accidental Death & Dismemberment The insurer agrees to pay up to the maximum sum insured selected at the time of application, not to exceed \$150,000, for loss of life, limb or sight resulting directly from accidental injury, occurring during the period of coverage, except while boarding, riding in, or disembarking from an aircraft. Accidental Death & Dismemberment Benefits are payable according to the following schedule of losses:
  - a) 100% of sum insured resulting from the same accidental injury for loss of:
    - i) life; or
    - ii) entire sight of both eyes; or
    - iii) both hands; or
    - iv) both feet; or
    - v) one hand and entire sight of one eye; or
    - vi) one foot and entire sight of one eye.
  - 50% of sum insured resulting from the same accidental injury for loss of:
    - i) entire sight of one eye; or
    - ii) one hand; or
    - iii) one foot.

one of these losses.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively.

Loss of eye or eyes means total and irrecoverable loss of the entire sight. Only one amount is payable (the largest) if you suffer more than

- 14) Flight Accident The insurer agrees to pay up to a maximum sum insured of \$50,000 for death or dismemberment (according to the benefit chart indicated under Accidental Death & Dismemberment above) as a result of an accident sustained during the period of coverage while entering, riding or leaving an airplane or helicopter flight lawfully operated by a licensed public air common carrier as a fareticket passenger.
- 15) **Exposure and Disappearance** If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:
  - a) as a result of such exposure, you suffer one of the losses specified in the schedule of losses above; or
  - b) your body has not been found within **52** weeks from the date of the accident it will be presumed, subject to evidence to the contrary, that you suffered loss of life.
- 16) Side-trip outside Canada The insurer agrees to provide coverage for emergency medical expenses you incur during a side-trip outside of Canada, provided:
  - the majority of the period of coverage is spent in Canada (at least 51% of your trip). This may not apply in certain circumstances, see Extending Your Trip on page 7 for details; and
  - the side-trip is not in your country of origin.

**Note:** Our policy allows you to make a temporary return to your country of origin. No insurance coverage will be provided in your country of origin and if you receive any treatment during this temporary return, any treatment relating to that medical condition will not be covered for the remaining period of coverage. The temporary return must be less than 51% of the coverage period.

# LIMITS AND EXCLUSIONS

This policy will not provide coverage, provide services, or pay claims for expenses incurred directly or indirectly as a result of:

- a) If at the time of application, you are 59 years of age or under and selected: Option 1: Any pre-existing medical condition unless it was stable in the 90 days immediately before the effective date.
  b) If at the time of application, you are between 60 and 69 years of age and selected Option 1: Any pre-existing medical condition unless it was stable in the 120 days immediately before the effective date.
  c) If at the time of application, you are between 70 and 79 years of age and selected Option 1: Any pre-existing medical condition unless it was stable in the 180 days immediately before the effective date.
  d) If at the time of application, you are 79 years of age or under and
  - selected <u>Option 2:</u> Any *pre-existing medical condition*.

    e) If at the time of application, *you* are 80 years of age or over: Any *pre-existing medical condition*.
- Any sickness for which signs and symptoms occurred before or during the following waiting period:
  - 48 hours after the effective date if you purchased within 30 days after your date of departure from your country of origin.; or
  - 10 days after the effective date if you purchased more than 30 days after your date of departure from your country of origin.

The above waiting period will be waived when this insurance is purchased:

- before the date of departure from your country of origin; or
- before the date your existing Destination: Canada policy expires; or
- before the date any other existing coverage expires and there is no lapse in coverage. You must provide satisfactory proof of your previous insurance coverage.
- 3) Costs incurred due to:
  - i. Alzheimer's disease or dementia;
  - any loss resulting from your minor mental or emotional disorder; and/or
- iii. your self-inflicted injuries, unless medical evidence establishes that the injuries are related to a mental health illness.
- 4) Costs incurred due to:
  - act(s) of war or act(s) of terrorism,
  - · kidnapping,
  - riot, strike or civil commotion,
  - unlawful visit in any country,
  - · participation in protests,
  - participation in armed forces activities,
  - participation in a commercial sexual transaction,
  - the commission or attempted commission of any criminal offence or illegal act,
  - contravention of any statutory law or regulation in the area where the loss occurred.
- 5) Any sickness or injury when a trip is made for the purpose of obtaining advice, a diagnosis, treatment, surgery, investigation, palliative care, or any alternative therapy, as well as any directly or indirectly-related complication.
- 6) Any loss, death or injury, if evidence supports that you were affected by, or the medical condition was in any way contributed to by, arising from, or in any way related to:
  - the abuse or chronic use of alcohol either before or during the period of coverage; or
  - the use of prohibited drugs, or any other intoxicant either before or during the period of coverage; or
  - the non-compliance with prescribed treatment or medical therapy either before or during the period of coverage; or
  - the misuse of medication either before or during the period of coverage.
- Any medical consultation or any treatment that is non-emergency, experimental or elective such as cosmetic surgery, including any expenses for directly or indirectly related complications.

- 8) Any *treatment*, investigation or hospitalization which is a continuation of, or subsequent to, *emergency treatment* of a *medical condition*, unless approved in advance by Zurich Travel Assist.
- 9) Any treatment which can be reasonably delayed until you return to your country of origin (whether or not you intend to return) by the next available means of transportation, unless approved in advance by Zurich Travel Assist.
- 10) Hospitalization or services rendered in connection with general health examinations for "check-up" purposes, treatment of an ongoing condition, regular care of a chronic condition, home health care, investigative testing, rehabilitation or ongoing care or treatment in connection with drugs, alcohol or any other substance abuse.
- 11) Any rehabilitation or convalescent care.
- 12) Injury resulting from training for or participating in:
  - speed contests usually and customarily in excess of 60 km per hour;
  - motor sport contests;
  - stunt activities, exhibitions or demonstrations of any kind;
  - sport activities, if you are considered professional by the governing body of that sport and you are paid for your participation;
  - · heliskiing, ski jumping;
  - skydiving, sky-surfing;
  - scuba diving (except if certified by internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters);
  - white water rafting (except grades 1 to 4);
  - street luge, skeleton activity;
  - mountaineering; or
  - participation in any rodeo activity.
- 13) Any loss incurred as a result of pregnancy, delivery, abortion, miscarriage, or complications thereof.
- 14) Any loss incurred as a result of your child born during a trip.
- 15) Any sickness or injury resulting from a motor vehicle accident where you are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance.
- 16) *Treatment* or services that contravene, or are prohibited by legislation under a provincial or territorial hospital/medical plan.
- 17) Naturopathic, holistic or acupuncture *treatment*.
- 18) Costs that exceed the *reasonable and customary* rate for the area where the *treatment* or services are being performed.
- 19) Any act of terrorism or medical condition you suffer or contract when an official travel advisory was issued by the Canadian government stating "Avoid all non-essential travel" or "Avoid all travel" regarding the country, region or city of your destination,
  - before your policy effective date; and/or
  - for your Side-Trip Outside Canada, if the official travel advisory was in place on or before the date you leave for your side-trip.

To read the travel advisories, visit the Government of Canada Official Global Travel Advisory site. This exclusion does not apply to claims for an emergency or a medical condition unrelated to the travel advisory.

- 20) Any loss incurred outside of Canada when *you* have not spent the majority of the *period of coverage* in Canada.
- 21) Any sickness, symptom, or injury that presented, recurred or for which treatment was received during any temporary return to your country of origin during the period of coverage.
- 22) Air travel other than as a passenger in a commercial aircraft licensed to carry passengers for hire, except while being transported under the terms of the Emergency Transportation or Emergency Return Home benefits.
- 23) Any loss resulting when you are a driver, the operator, a co-driver, a crew member or any other passenger on a commercial vehicle used for the purpose of delivering goods or carrying a load. This exclusion is not applicable when the commercial vehicle is used during your trip solely for pleasure purposes and not used for delivering goods or carrying a load.

24) Applicable to Accidental Death & Dismemberment Benefits only: Being an occupant of an aircraft, either as passenger or crew, or while boarding or disembarking from an aircraft.

## **DEFINITIONS**

**Accident(al)** means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

**Act(s) of terrorism** means any activity that involves a threat to use or the actual use of violence or any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems. The intention of such activity is to:

- instill fear in the general public;
- disrupt the economy;
- intimidate, coerce or overthrow a sitting government or occupying power; and/or
- promote political, social, religious or economic objectives.

Act(s) of war means any loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

**Change in medication** means the medication type, dosage, or frequency is reduced, increased, stopped, and/or new medications are prescribed. Exceptions:

- regular blood tests that result in routine adjustments of Coumadin, warfarin, or insulin as long as these medications are not newly prescribed or stopped; or,
- changing from a brand name medication to the same dose of a generic medication.

Chronic condition is a long-lasting health condition or disease that requires ongoing medical attention and/or is constantly recurring.

Confirmation of coverage means the document(s) that you receive from The Destination: Travel Group Inc. as a confirmation of the coverage you have purchased, which may be a confirmation of coverage letter, an application form or an internet purchase confirmation page.

**Country of origin** means the country in which *you* maintained a permanent residence prior to entry into Canada.

**Deductible amount** means the dollar amount for which *you* are liable for each claim before any remaining eligible expenses are reimbursed under this insurance. The *deductible amount* is shown on *your confirmation of coverage* and applies to each claim.

**Dependent children** means *your* unmarried children who are, on the *effective date*:

- financially dependent on you; and
- at least 15 days of age; and
- · age 21 or under; or
- age 25 or under and attending school full time; or
- of any age, who are mentally or physically disabled.

**Effective date** means the date and time coverage begins as indicated in the *Effective date* section on page 2 of this policy.

**Emergency** means a sudden and unforeseen *medical condition* that requires immediate *treatment*.

An emergency no longer exists when the evidence reviewed by Zurich Travel Assist indicates that no further treatment is required and you are able to continue your trip or return to your place of ordinary residence or country of origin.

**Expiry date** means the date and time coverage ends as indicated in the Expiry date section on page 2 of this policy.

**Family member** means *your* legal or common-law *spouse*, parent, brother, sister, legal guardian, step-parent, step-child, stepbrother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, and ward, natural or adopted child.

**Good health** means *you* do not have any reason to seek medical attention with the exception of regular care of a *chronic condition* or medical evaluation required to satisfy travel visa requirements throughout the *period of coverage*.

Hospital means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and *treatment* of in-patients and out-patients. *Treatment* must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Injury** means sudden bodily harm, which is directly caused by or resulting from an *accident*, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of *sickness* and all other causes.

**Insured person** means a person eligible for coverage and named on the application, who has been accepted by the *insurer* or its authorized representative, and has paid the required premium for a specific plan of insurance.

Insurer means Zurich Insurance Company Ltd (Canadian Branch).

Medical condition means sickness, injury, disease or symptom.

Medical consultation means any medical services obtained from a physician for a sickness, injury or medical condition, including but not limited to any or all of: history taking, medical examination, investigative testing, advice or treatment, and during which a diagnosis of the medical condition need not have been definitively made. This does not include routine annual medical check-ups where no medical signs or symptoms existed or were found during the check-up.

#### Minor mental or emotional disorder means:

- · having anxiety or panic attacks, or
- being in an emotional state or in a stressful situation.

A *minor mental or emotional disorder* is one where *your treatment* includes only minor tranquilizers or minor anti-anxiety medication (anxiolytics) or no prescribed medication at all.

**Period of coverage** means the period from the *effective date* to the *expiry date* as indicated on the *confirmation of coverage* and for which premium has been paid for at the time of application. The maximum *period of coverage* per *trip* cannot exceed **365** days.

# Physician means a person:

- who is not you or an immediate family member or your travel companion;
- licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

**Pre-existing medical condition** means any *medical condition* that exists prior to *your effective date*.

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

Sickness means any illness or disease.

**Signs or symptoms** means any evidence of *sickness* experienced by *you* or recognized through observation.

**Spouse** means a person who is legally married to *you*, or a person who has been living with *you* in a common-law relationship for a period of at least **12** consecutive months.

**Stable** means a *medical condition* that is considered *stable* when all of the following statements are true:

- There has not been any new treatment prescribed or recommended, or change(s) to existing treatment (including a stoppage in treatment); and
- there has not been any change in medication (including increase or decrease of dosage), or any recommendation or starting of a new prescription drug, and
- 3. the  $\it medical\ condition$  has not become worse, and
- there has not been any new, more frequent or more severe signs or symptoms, and
- 5. there has been no hospitalization or referral to a specialist, and

- there have not been any tests, investigation or treatment recommended, but not yet complete, nor any outstanding test results, and
- 7. there is no planned or pending treatment.

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

**Terminal illness** means a *medical condition* for which, prior to *your policy* effective date, a *physician* gave a prognosis of eventual death within 24 months or palliative care was received.

**Travelling companion** means a person who is accompanying *you* on *your trip*, and who has prepaid shared accommodation or transportation with *you*. (Maximum of 5 persons including *you*.)

**Treatment** means medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing and surgery.

**Important:** Any reference to testing, tests, test results, or investigations excludes genetic tests. "Genetic test" means a test that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis.

**Trip** means a period during which *you* are travelling outside *your* country of *origin* and for which coverage is in effect.

We, us, our means the insurer.

You or Your means the insured person.

## **PREMIUMS**

The premium is calculated using the most current rates for *your* age each time *you* apply or extend *your* insurance. A family rate is available. Family includes the applicant, age 59 and under, the applicant's *spouse*, age 59 and under, and dependent children. The premium for family coverage is calculated at two times the premium for the eldest adult age 59 and under. A minimum premium of \$25.00 applies.

**Monthly Payment Plan** – The Monthly Payment Plan is only available to applicants purchasing a minimum coverage period of at least **180** days and a minimum aggregate policy limit of \$50,000.

A deposit of 2 months of premium payable by credit card with a premium surcharge of 10% is due at time of application. The premium surcharge applies for the whole term of the policy. A third month of premium is payable on the effective date of the policy, as shown on your payment schedule included with your confirmation of coverage. After that, recurring credit card payments will be made each month on that date. If the policy effective date falls on the 29th, 30th, or 31st day of a month, monthly premiums will be billed on the 28th day of each month.

If the arrival date is postponed, or cancelled, the policyholder must contact their agent/broker, prior to the *effective date* to either:

- change the policy effective date to a future date; or
- request a refund of premium paid, see **Refunds** on page 8 for details. *You* may pay the outstanding premium for the full *period of coverage* at any time. The monthly premium surcharge will apply to the outstanding premium balance.

If DTGI is unable to charge the credit card on file, an email notification from <a href="notify@desttravel.com">notify@desttravel.com</a> will be sent immediately to the email you provided on your application. Your agent/broker will be copied on the email. You will have 30 days from the emailed notice to pay the outstanding premium. A \$25 processing fee may be charged in the event of each failed payment. If we are unable to collect the premium, the policy will be terminated on the paid-to date. Once your policy is terminated, you will not be able to reinstate the policy and no grace period will be permitted.

If the Government of Canada issues *you* an entry permit that is different than the one *you* applied for, *you* may:

- request a refund of any premium paid, see Refunds on page 8 for details: or
- b) change from a monthly payment plan to payment in full.

  Any request must be received prior to the *effective date* of *your* policy. Proof of the change in entry permit will be required. Once *your* policy becomes effective, *your* deposit premium becomes non-refundable.

# **GENERAL PROVISIONS**

#### **Assignment**

Any benefits payable or which may become payable under this policy cannot be assigned by *you*, and the *insurer* is not responsible for and will not be bound by any assignment into by *you*.

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

## **Automatic Extension of Coverage**

- This coverage shall be automatically extended for up to 72 hours if, during the period of coverage, the conveyance in which you are riding or are scheduled to ride as a passenger, scheduled to arrive at destination during the period of coverage, is delayed due to circumstances beyond your control.
- If medical evidence supports that you are medically unfit to travel due to a covered sickness or injury on or before the coverage expiry date, coverage will be automatically extended for up to 5 days.
- 3) If you are hospitalized at the end of the period of coverage, as a result of a covered sickness or injury, coverage will be extended for you and one insured travelling companion remaining with you, when reasonable and necessary, during the period of hospital confinement, plus 72 hours after release to travel home. Coverage for your travelling companion will only be extended under their respective policy when issued by us.

# **Benefit Payments**

Unless otherwise stated, all provisions in this policy apply to each eligible insured person during one period of coverage. Benefits are only payable under one policy, for each insured person during the period of coverage. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by the insurer, at the time of application, and indicated in your confirmation of coverage letter.

Any benefits payable do not include interest charges.

Benefits payable as a result of your death will be payable to your Estate.

# **Claim Submission**

*You* or the claimant, if other than *you*, shall be responsible for providing Zurich Travel Assist with the following:

- receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
- any payment made by any other insurance plan or contract, including a government hospital/medical plan; and
- substantiating medical documentation at the request of Zurich Travel Assist.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

# **Conformity with Law**

Any policy provision in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

#### **Coordination of Benefits**

Amounts payable under this plan are in excess of any or collectible under any existing coverage concurrently in force held by or available to *you*. Other coverage includes but is not limited to:

- homeowners insurance;
- tenants insurance;
- multi-risk insurance;
- any credit card, third-party liability, group or individual basic or extended health insurance;
- any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

Zurich Travel Assist, on behalf of the *insurer*, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

If you are insured under more than one insurance policy underwritten by us, the total amount we pay to you cannot exceed your actual expenses; and

the maximum *you* are entitled to is the largest amount specified for the benefit in any one policy.

Reimbursement will not be made for any costs, services or supplies that are payable to *you* under a motor vehicle insurance policy or legislative plan under any Insurance Act, or for which *you* receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

 $\it You$  may not claim or receive in total more than 100% of the loss caused by the insured event.

If you are retired with an extended health plan provided by a former employer, with a lifetime limit of up to \$100,000, Zurich Travel Assist, on behalf of the *insurer*, will not coordinate benefits with that provider, except in the event of your death.

## Currency

All amounts stated in the policy, including premium, are in Canadian dollars.

If currency conversion is necessary, Zurich Travel Assist will use the exchange rate on the date the service was rendered to *you*.

At the option of Zurich Travel Assist, benefits may be paid in the currency of the country where the loss occurred.

### **Extending Your Trip**

If you decide to extend your trip, you may apply for a new period of coverage provided you meet the requirements in Eligibility 1 and Eligibility 2 of this policy.

If you have incurred a claim, The Destination: Travel Group Inc. on behalf of the *insurer*, will review *your* file before deciding on granting an extension. Each policy or *period of coverage* is considered a separate contract and all limitations and exclusions will apply.

The Destination: Travel Group Inc., on behalf of the *insurer*, reserves the right to decline any request for new terms of coverage.

If you decide to extend your trip please call your agent/broker or The Destination: Travel Group Inc. at **1-855-337-3532** 

**NOTE – Coverage outside Canada:** If *you* extend *your trip* for the purpose of returning to *your country of origin*, coverage outside Canada will be provided while *you* are in transit even if *you* do not spend the **majority** of the *period of coverage* in Canada if:

- a) the policy is purchased on or prior to the expiry date of an existing Destination: Canada policy; and
- the number of days in transit to your country of origin does not exceed 3 days.

There is no coverage provided in your country of origin.

## **General Terms**

Insurance terms and conditions are subject to change with each new policy purchased, without prior notice.

This policy is non-participating. You are not entitled to share in our divisible surplus.

## **Governing Law**

This policy will be governed by the laws of the Canadian province or territory where the policy was issued.

# **Limit on Liability**

It is a condition precedent to liability under this policy that at the time of application and on the *effective date*, *you* are in *good health* and know of no reason to seek medical attention.

#### **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 at Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act*, 2002 (for transactions or proceedings governed by the laws of Ontario), or other applicable legislation.

Every action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than one year after the date the insurance money became payable or would have become payable if it had been a valid claim (for actions or proceedings governed by the laws of New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island).

Every action or proceeding against the insurer for the recovery of a claim under this contract shall not be commenced more than two years after the date the insurance money became payable or would have become payable if it had been a valid claim (for actions or proceedings governed by the laws of Yukon, Northwest Territories and Nunavut).

## Misrepresentation or Nondisclosure

We will not pay a claim if you, any person insured under this policy or anyone acting on your behalf attempt to deceive us or makes a fraudulent, false or exaggerated statement or claim.

You must be accurate and complete in your dealings with us at all times. A failure to disclose or misrepresentation of any material fact by you, fraud or attempted fraud, either at the time of application or at the time of claim, shall render the entire contract null and void at the option of the insurer, and any claim submitted thereunder shall not be payable.

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this policy, the premiums will be adjusted according to *your* correct age.

#### Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the policy, you agree to:

- a) reimburse the insurer for all emergency medical and hospital costs paid under the policy from any amounts you receive from a third party responsible (in whole or in part) for your injury or sickness, whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover your damages, which include the emergency medical and hospital costs paid under the policy;
- include all emergency medical and hospital costs paid under the policy in any settlement agreement you reach with the third party;
- d) act reasonably to preserve the *insurer*'s right to be reimbursed for any *emergency* medical or *hospital* costs paid under the policy;
- keep the insurer informed of the status of any legal action against the third party; and
- f) advise your counsel of the *insurer*'s right to reimbursement under the policy.

Your obligations under this section of the policy in no way restricts the insurer's right to bring a subrogated claim in your name against the third party and you agree to cooperate with the insurer fully should the insurer choose to exercise its right of subrogation.

#### **Sanctions**

Benefits are not payable under this policy for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

#### Time

This policy will be governed by the local time of the Canadian province or territory in which *your* policy was issued.

# STATUTORY CONDITIONS

#### Contract

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

## Waiver

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

# **Copy of Application**

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

#### **Material Facts**

No statement made by you or a person insured at the time of application for the 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.

#### Termination

You may at any time request that this contract be terminated and the insurer shall, as soon as practical after you make the request, refund the amount of premium actually paid by you that is in excess of the short-rate premium calculated to the date of the request according to the table in use by the insurer at the time of the termination.

Refer to Refunds on page 8.

We may terminate this contract in whole or in part at any time by giving written notice of termination to *you* 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 *you*, or it may be sent by registered mail to *your* latest address on record. Where notice of termination is delivered to *you*, five (5) days' notice of termination will be given; where it is sent by registered mail to *you*, fifteen (15) days' notice will be given and the fifteen (15) days will begin on the day the registered letter is delivered to *your* postal address.

#### Notice and Proof of Claim

Please refer to the Claims Procedures on page 8. If you do not provide the required supporting documentation, your claim will not be paid.

#### **Failure to Give Notice and Proof**

Failure to give notice of claim or furnish proof of claim within the time prescribed 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 1 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; or
- in the case of your death, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year after the date a court makes the declaration.

## Insurer to Furnish Forms for Proof of Claim

Claims forms are available by contacting Zurich Travel Assist's Claims Department and shall be furnished to *you* upon request.

#### **Rights of Examination**

For the purposes of determining the validity of a claim under this policy, we may obtain and review the medical records of your attending physician(s), including the records of your regular physician(s) from your country of origin. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to you before you incurred a claim under this policy. In addition, we have the right, and you shall afford us the opportunity, to have you medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If you die, we have the right to request an autopsy, if not prohibited by law.

### When Money Payable

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

# **REFUNDS**

When submitting *your* refund request, please send a written request to The Destination: Travel Group Inc. by fax, mail or email before *your* coverage period ends, and include:

- 1) a copy of your confirmation of coverage; and
- 2) confirmation of *your* early departure such as a boarding pass or any other documentation to support *your* refund request.

## Refunds will only be considered when:

1) The entire *trip* is cancelled prior to the *effective date*.

- 2) You return to your country of origin prior to the expiry date.
- 3) You become insured under a Canadian provincial or territorial health/medical plan as long as you are not required to maintain coverage for work permit or other immigration purposes.
- 4) Your entry permit is different than what you applied the policy for.

If the insurance was issued as part of the requirements necessary to obtain or maintain a visa and no proof of visa refusal is provided, a fee of \$150 will be applied by The Destination: Travel Group Inc. when cancelling a policy issued for one year of consecutive coverage prior to the *effective date*. Proof of the change in entry permit will be required. Once *your* policy becomes effective, *your* deposit premium becomes non-refundable.

The *insurer* and The Destination: Travel Group Inc. reserve the right to report to Immigration, Refugees & Citizenship Canada (IRCC) policies that are cancelled where maintaining adequate medical insurance is required to obtain a visa.

### **Important Notes**

Premium refunds, regardless of method of payment, must be obtained from the agent/broker where coverage was originally purchased and submitted to The Destination: Travel Group Inc.

Refunds will be:

- considered if the request for premium refunds is received no more than
   90 days after the expiry date of the policy; and
- calculated based on the date the refund request is received by The Destination: Travel Group Inc.; and
- subject to a \$25.00 administration fee applied by The Destination:
   Travel Group Inc. and a minimum refund of \$25.00.

Under no condition will a refund be made if a claim has been incurred or paid, or is pending.

For the Monthly Payment Plan, the deposit premium becomes non-refundable once the policy becomes effective.

# CLAIMS PROCEDURES

Claims forms are available by calling the Zurich Travel Assist Claims Department.

#### SEND YOUR CLAIMS TO:

#### **Zurich Canada Travel Insurance**

c/o Zurich Travel Assist

100 King Street West, Suite 5300

Toronto, Ontario, Canada, M5X 1C9

Collect worldwide: +1 (416) 260-4553

Toll Free Canada/USA: 1-888-726-1839

- 1) Claims must be reported within 30 days of occurrence.
- 2) Written proof of claim must be submitted within 90 days of occurrence.
- Any costs incurred for documentation or required reports are your or the claimant's responsibility.
- 4) To submit *your* claim, fill out the claim form completely. Incomplete information will cause delay.
- 5) Failure to comply with the claims procedures will result in loss of rights to or reduction of, benefits available under this policy.

# We need the following information if you are submitting a medical claim:

- a) original, itemized bills and invoices;
- b) proof of payment by you (receipts);
- c) proof of payment from any other insurance plan or benefit plan;
- d) applicable medical records, including:
  - complete diagnosis by the attending physician
  - documentation from the hospital that the treatment was appropriate and consistent with your diagnosis;
  - documentation that states the treatment could not be delayed until you returned home without adversely affecting your condition and quality of medical care.
- a letter from the referring physician recommending treatment of any medical professional;

- f) proof of the accident if you submit a claim for dental expenses that result from an accident:
- g) proof of travel, including your departure date and return date;
- h) your historical medical records, if we determine they are applicable.

# We need the following information if submitting an accidental death or dismemberment claim:

- a) report from the police, coroner, or autopsy
- b) medical records
- c) death certificate, if applicable
- d) any other documents requested by Zurich Travel Assist after initial review of the claim.

**Note:** If *your* body is not found within 12 months of the flight or travel *accident*, *we* presume *you* died from *your* injuries.

#### **Online Claims Submission**

For quick and easy claim submission, please have all of *your* documents available in electronic format, such as a PDF or a JPEG. Visit <a href="https://destinationtravelclaims.nac.zurich.com/">https://destinationtravelclaims.nac.zurich.com/</a> to submit *your* claim online.

# Emergency Medical Assistance and Claims Administration provided by:

Zurich Travel Assist 100 King Street West, Suite 5300 Toronto, Ontario, Canada M5X 1C9

## Managed and Distributed by:

The Destination: Travel Group Inc. 304-155 Gordon Baker Road Toronto, Ontario, Canada M2H 3N5

Tel: 1-855-337-3532 **Underwritten by:** 

Zurich Insurance Company Ltd (Canadian Branch) 100 King Street West, Suite 5500 Toronto, Ontario, Canada M5X 1C9

# PRIVACY INFORMATION CONSENT NOTICE

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, medical information, and financial information you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. *Your* personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties,

both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain *your* personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. *You* may request to review the personal information Zurich maintains about *you* and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.Zurich.canada@Zurich.com.

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay claim benefits payable under your Policy.

Please contact the Zurich Privacy Officer if you require further information regarding the collection, use, disclosure, processing and storage of your personal information or if you have any complaints via email at <a href="mailto:privacy.Zurich.canada@Zurich.com">privacy.Zurich.canada@Zurich.com</a>. You can also review our Privacy Policy at https://www.Zurichcanada.com/en-ca/about-Zurich/privacy-statement.

For the purpose of the *Insurance Companies Act* (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

# **EMERGENCY PROCEDURES**

In the event of a medical emergency, you or someone on your behalf must notify Zurich Travel Assist (toll-free 1-888-726-1839 or worldwide collect +1 (416) 260-4553 prior to any surgery being performed or within 24 hours of admission to a hospital.

## **Limits on Coverage**

Failure to notify Zurich Travel Assist, without reasonable cause, will result in the reduction of eligible benefit amounts payable by 20%. *You* will be responsible for any expenses that are not payable by the *insurer*. Zurich Travel Assist is here to help with service available 24 hours a day, 7 days a week. Zurich Travel Assist also provides support and recommendations for non-medical emergencies, providing *you* with access to resources to help resolve any unexpected difficulties *you* encounter during *your trip*.

Zurich Travel Assist
Toll free Canada/USA:
1-888-726-1839
If unable to contact us through the
toll-free number, call collect
+ 1 (416) 260-4553



Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance purchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Insurance Association of Canada (THiA) want you to know your rights. THiA's Travel Insurance Bill of Rights and Responsibilities builds on the golden rules of travel insurance:

Know your health • Know your trip Know your policy • Know your rights For more information, go to www.thiaonline.com



- Trademark of Zurich Insurance Company Ltd
- Marque déposée de Zurich Compagnie