# Destination LEISURE PLAN

**Underwritten by:** National Liability & Fire Insurance Company – Canada Branch, trading as Berkshire Hathaway Specialty Insurance (BHSI)
**Claims Administration and Assistance Services provided by:** Berkshire Hathaway Specialty Insurance (BHSI) has appointed Global Excel Management Inc. as the provider of all assistance and claims services under this policy.
**Managed and distributed by:** The Destination: Travel Group Inc.

## Welcome to Your Destination: Leisure Plan

Travelling can be one of life's greatest joys, but it also comes with its share of sudden surprises. That is where Destination: Leisure Plan provides **You** with peace of mind when unexpected medical **Emergencies** arise.

Destination: Leisure Plan is designed to protect travelling Canadians worldwide outside of their province of residence or Canada.

Please review this Policy to ensure it meets **Your** needs and contact **Your** broker or Destination: Travel Group Inc. if:

- There is anything that **You** do not understand,
- **You** have questions about this Policy,
- **Your** travel arrangements change,
- **Your** health has changed since **You** first applied for this coverage.

All changes to this Policy must be made prior to the **Effective Date**.

## Section 1: Right to Examine this 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 ten (10) days of purchase for a full refund of the premium paid, provided Your coverage has not begun.** Please refer to ***Section 10: Important Policy Dates*** of this Policy that explains when coverage begins and ***Section 19: Premium Refunds*** for more information on obtaining a refund.

## Welcome to BHSI

Thank **You** for choosing this Policy, which is underwritten by National Liability & Fire Insurance Company – Canada Branch, trading as Berkshire Hathaway Specialty Insurance (BHSI) (hereinafter **We**, **Us** or **Our**, as applicable).

Part of Berkshire Hathaway's insurance operations, **We** offer the security of a top-rated balance sheet and the expertise of a worldwide team of professionals with excellent capabilities and character.

In every interaction with **Our** customers, teammates, and business partners, **We** live the BHSI tradition of doing the right thing and earning **Our** reputation for trust, integrity and prudent risk taking.

BHSI is customer-first, through and through. Lean and responsive, **We** choose simplicity over complexity and bring ease, speed, and efficiency to the world of insurance.

## Travel Health Insurance Association of Canada

Every travelling Canadian deserves peace of mind that their travel insurance provides reliable protection. While most trips are completed without incident, unexpected situations can occur. That's why the member companies of the Travel Health Insurance Association of Canada (THiA) are committed to ensuring travellers understand their rights when it comes to travel insurance coverage.

BHSI is proud to be a member of THiA. Together, our collective goal is to ensure every claim submitted has the opportunity to be paid. The industry has come together and designed the Bill of Rights and Responsibilities to deliver a clear statement as to what can be expected from travel insurance.


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, visit:
https://www.thiaonline.com/Travel_Insurance_Bill_of_Rights_and_Responsibilities.html

## Emergency Travel Assistance

In an **Emergency**, the **Insured** should contact the **Assistance and Claims Administrator:**

**NUMBERS TO CALL**

| | |
|---|---|
| **In Canada and the USA .....** | **1-855-286-7467** |
| **Outside of Canada and the USA .....** | **+ 1-519-913-8034** |

The helpline is available twenty-four **(24)** hours a day, seven **(7)** days a week, and is staffed by bilingual assistance coordinators experienced in managing medical assistance cases.

When contacting the **Assistance and Claims Administrator**, the following information is required:

- Name of the **Insured**;
- The Policy number;
- Telephone contact details for the **Insured** or their representative;
- Address where the **Insured** is located; and
- The nature of the **Emergency** or the assistance required.

## Table of Contents

## Section 2: Summary of Travel Benefit Limits

This Summary of Travel Benefit Limits is for information purposes only. Please refer to ***Section 13: Benefits – Details of Your Coverage for full details of coverage.***

| Travel Benefit | Maximum Sum Insured |
|---|---|
| 1. **Emergency** Medical | Up to $5,000,000 per **Insured**, per **Trip** |
| • Private Duty Nurse: | Up to $5,000 |
| • Paramedical Practitioner: | $350 per practitioner for outpatient **Treatment** |
| • Drugs or Medications: | 30-day supply up to $1,000 |
| 2. **Emergency** Hospitalization | Up to Sum Insured |
| 3. **Emergency** Transportation with a Medical Escort | Eligible expense when approved by the **Assistance and Claims Administrator** |
| • Search and Rescue: | Up to $5,000 |
| 4. Attendant | Up to $50 per day to a maximum of $500 |
| 5. **Accidental** Dental | Up to $3,000 |
| 6. Dental **Emergencies** | Up to $500 |
| 7. Meals and Accommodation | Up to $150 per day to a maximum of $1,500 |
| 8. **Hospital** Allowance | Up to $50 per day to a maximum of $250 |
| 9. **Emergency** Return Home without a Medical Escort | Up to $3,000 |
| 10. Return of Deceased | a) Up to $5,000<br>b) Up to $2,000 |
| 11. Bedside Companion Travel and Subsistence | Up to $150 per day to a maximum of $1,500 |
| 12. Expenses to Return **Dependent** under **Your** Care | a) One-way economy class airfare<br>b) Cost of a qualified caregiver if required |
| 13. Expenses to Return **Your** Vehicle | Up to $2,500 |
| 14. Return to Original **Trip** Destination | Up to $5,000 |
| 15. Pet Return | Up to $300 |

## Section 3: Important Notice

**It is Your responsibility to understand Your coverage. If You have any questions, call Your agent/broker or Destination: Travel Group Inc. at 1-855-337-3532.**

### IMPORTANT INFORMATION REGARDING 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 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 the time of Policy purchase.
- Contact the **Assistance and Claims Administrator** before seeking **Treatment** or **Your** benefits may be limited.
- In the event of an **Accident**, **Injury**, or **Sickness**, **Your** prior medical history may be reviewed.
- If **You** are ineligible for coverage, **Our** liability will be to refund the premium paid for this Policy and **You** will be responsible for any expenses that are not payable by **Us**.
- If **You** have a change in **Your** health between the date **You** apply for coverage and the **Effective Date**, **You** must contact **Your** broker or Destination: Travel Group Inc. to fully understand how **Your** change in health affects **Your** coverage under this Policy. Failure to do so may limit the amount of **Your** claim payment or result in **Your** claim being denied.

## Notice Required by Provincial Legislation

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.

## Section 4: Claim Information

### What to do if You Have an Emergency or Claim

In a serious medical **Emergency** while travelling, get to a **Hospital** immediately. It is very important that **You**, or someone on **Your** behalf, contacts the **Assistance and Claims Administrator** within **twenty-four (24) hours** of admission to a **Hospital**, prior to seeking medical **Treatment** and before any surgery is performed. The **Assistance and Claims Administrator** will guide **You** through **Your** medical **Emergency**, find the best care locally, help manage **Your** care and support **You** throughout.

**IMPORTANT NOTE**

Absent reasonable cause, if **You** do not contact the **Assistance and Claims Administrator** prior to seeking medical **Treatment**, **You** will be responsible for paying twenty percent **(20%)** of the eligible medical expenses **We** would normally pay under this insurance.

## Section 5: How to Contact the Assistance and Claims Administrator

The **Assistance and Claims Administrator** can be reached twenty-four **(24)** hours a day and seven **(7)** days a week at the numbers below:

**NUMBERS TO CALL**

| | |
|---|---|
| **In Canada and the USA .....** | **1-855-286-7467** |
| **Outside of Canada and the USA .....** | **+1-519-913-8034** |

International operator assistance may be required when calling from outside of Canada and the USA. Collect calls will be accepted.

## How to Claim Your Emergency Medical Expenses Paid Out-of-Pocket

The fastest way to claim eligible **Emergency** medical expenses for which **You** have paid out-of-pocket is to submit **Your** original itemized receipts through the secure claims portal at: www.globalexcel.com/bhspecialty

Most of **Our** customers complete their claim forms online and submit their eligible **Emergency** medical expenses through the **Assistance and Claims Administrator** claims portal. Receipts can be submitted electronically in PDF or JPEG formats.

If **You** are unable to submit **Your** claims through the **Assistance and Claims Administrator** claims portal, **You** can reach out directly to the **Assistance and Claims Administrator** to request the forms. Once completed, mail the completed form and any other supporting documentation to:

Berkshire Hathaway Specialty Insurance
c/o Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec, Canada, J1M 0C9

## Medical Monitoring and 24/7 Emergency Assistance

**You** can rely on the **Assistance and Claims Administrator** twenty-four **(24)** hours a day and seven **(7)** days a week. The **Assistance and Claims Administrator** has a best-in-class medical team and a trusted worldwide network of **Hospitals**, clinics, and **Physicians** ready to help should an unexpected medical **Emergency** arise.

The **Assistance and Claims Administrator** will arrange direct billing directly with a **Hospital**, clinic, or **Physician** whenever possible, however, some facilities require payment upfront, and **You** may have to pay for the **Treatment**. **Please make sure that You keep all Your original itemized receipts.**

The **Assistance and Claims Administrator** provide the following services during an unexpected medical **Emergency**:

- From initial contact, **We** ensure that **You** receive the appropriate level of medical care.
- **We** refer **You** to the closest medical provider equipped to handle **Your Emergency**.
- When appropriate, virtual care is provided from qualified **Physicians** in real-time via video or telephone conference.
- Monitoring the status of **Your** medical case.
- Communicating with **You** and others that **You** designate to receive information about **Your** medical care.
- Coordinate **Emergency** repatriation related to **Your** medical **Emergency**.

The **Assistance and Claims Administrator** will make reasonable efforts to provide these services during **Your** unexpected medical **Emergency**.

## Notice of Loss

Claims should be reported as soon as reasonably possible or within thirty **(30)** days of occurrence, but no later than one **(1)** year after the date of occurrence.

## Proof of Loss

Written proof of loss should be submitted as soon as possible, within ninety **(90)** days of occurrence, but no later than one **(1)** year after the date of occurrence.

All eligible claims must be supported by original itemized receipts from commercial organizations, medical facilities, or medical practitioners regarding **Your** medical **Treatment**. If necessary, the **Assistance and Claims Administrator** may ask for additional documentation to support **Your** claim.

Any costs incurred for documentation or required reports are **Your** or the claimant's responsibility.

It is important to fill out the claim form completely. Incomplete information will cause delays.

Failure to comply with the claims procedures will result in loss of rights to or reduction of benefits available under this Policy.

## When Submitting a Medical Claim, Include the Following:

1. A fully completed claim form;
2. Original, itemized bills and invoices;
3. Proof of payment by **You** (receipts);
4. Proof of payment from any other insurance plan or benefit plan;
5. Applicable medical records, including:
   a. Complete diagnosis by the attending **Physician**;
   b. Documentation from the **Hospital** that the **Treatment** was appropriate and consistent with **Your** diagnosis;
   c. Documentation that states the **Treatment** could not be delayed until **You** returned home without adversely affecting **Your** condition and quality of medical care.
6. A letter from the referring **Physician** recommending **Treatment** of any medical professional;
7. Proof of the **Accident** if **You** submit a claim for dental expenses that result from an **Accident**;
8. Proof of travel, including **Your Departure Date** and return date;
9. **Your** historical medical records if **We** determine they are applicable.

## Section 6: Coverage Details

### What is Covered?

**We** will reimburse up to the amount shown in ***Section 2: Summary of Travel Benefit Limits*** for eligible expenses for each **Insured** who suffers a sudden and unforeseen **Accident**, **Injury**, or **Sickness** shown on **Your Coverage Confirmation**.

### What is Not Covered?

Travel insurance does not cover everything. **Your** Policy has exclusions, conditions, and limitations. **You** should read **Your** Policy carefully so that **You** understand the limits of **Your** coverage.

### If Your Health Changes Between Your Application Date and Your Effective Date?

If **You** have a **change in Your health** between the date **You** apply for coverage and the **Effective Date**, **You** must contact **Your** insurance representative to fully understand how **Your** change in health affects **Your** coverage under this Policy. Failure to do so may limit the amount of **Your** claim payment or result in **Your** claim being denied.

### If Your Travel Plans Change?

If **Your** travel plans change, call **Your** agent/broker or Destination: Travel Group Inc. at **1-855-337-3532** and make changes to **Your** insurance.

**All changes must be made prior to Your Policy's Effective Date.**

## Section 7: Eligibility (Part 1)

### Applies to All Applicants

As of the **Effective Date**, **You** are eligible for coverage if **You**:

a) are at least fifteen **(15)** days old; and
b) are under age eighty **(80)**; and
c) are covered by the **Government Health Insurance Plan (GHIP)** of **Your** Canadian province or territory of residence for the entire duration of **Your Trip**; and
d) are not travelling against the advice of a **Physician**; or
e) have not been diagnosed with a **Terminal Illness**; or
f) have not been diagnosed with or received **Treatment** for pancreatic cancer, liver cancer, bone cancer, or any type of cancer that has metastasized (migrated to another organ from its original site); or
g) have not been prescribed or used home oxygen in the last twelve **(12)** months; or
h) have not had a major organ transplant (heart, kidney, liver, lung), bone marrow or stem cell transplant; or
i) have not received kidney dialysis **Treatment** in the last twelve **(12)** months; or
j) have not been diagnosed with an aneurysm of four **(4)** centimeters or more in either length or diameter, that has not been surgically repaired.

**IMPORTANT NOTE**

**You** must be in **Your** province or territory of residence when applying for this policy, unless **You** are applying to extend **Your** Destination: Leisure Plan after departure without a gap in coverage.

## Section 8: Eligibility (Part 2)

**Applies to:**

1. Ages sixty **(60)** to seventy-four **(74)**, travelling for thirty-one **(31)** to ninety **(90)** days; and
2. Ages seventy-five **(75)** to seventy-nine **(79)**, travelling for one **(1)** to ninety **(90)** days.

In addition to ***Section 7: Eligibility – Part 1*** (Applies to All Applicants), if **You** are between the ages of sixty **(60)** and seventy-four **(74)** and travelling for thirty-one **(31)** days to ninety **(90)** days or between the ages of seventy-five **(75)** and seventy-nine **(79)**, travelling for one **(1)** to ninety **(90)** days, **You** must meet all of the following to be eligible for coverage.

During the **twelve (12) months prior to Your application date**, **You** have **not** been diagnosed with, received **Treatment** for, or been prescribed medication (including aspirin) for any of the following **Medical Conditions**:

- **Heart condition**, including heart attack (myocardial infarction), arrhythmia, atrial fibrillation, heart murmur, irregular heart rate or beat, chest pain (angina), congestive heart failure, cardiomyopathy, congenital heart defect or any other condition relating to the heart;
- **Lung condition**, including chronic obstructive pulmonary disease (COPD), chronic bronchitis, chronic pneumonia, emphysema, tuberculosis, pulmonary fibrosis. It does not include seasonal allergies;
- **Cancer** including all cancers with the exception of basal or squamous cell skin cancer and cancer treated only with hormone therapy;
- **Stroke, Transient Ischemic Attack (TIA),** or **mini stroke;** or
- **Diabetes**, including all diabetes with the exception of diet-controlled diabetes.

**IMPORTANT NOTE**

If **You** are extending **Your** Destination: Leisure Plan prior to or after departure without a gap in coverage, each time **You** apply for **Your** extension, **Your** eligibility shall be based on ***Section 7: Eligibility*: (Part 1)** and ***Section 8: Eligibility*: (Part 2)**, if applicable.

## Section 9: Single Trip Policies Purchased Excluding Coverage to the United States of America (hereinafter, the "U.S.A.")

1. All single **Trip** policies that **exclude** coverage to the U.S.A. include coverage in the U.S.A for a layover of up to seventy-two **(72)** hours.
2. If **Your** layover **exceeds** seventy-two **(72)** hours, **You** should purchase a Single **Trip** policy including coverage to the U.S.A.

## Section 10: Important Policy Dates

### Coverage Start Date

**Effective Date** means the date and time coverage starts.

For Single **Trip** and Annual Multi-**Trip** Plans, coverage begins on the **latest** of the following:

1. the date and time the completed application and premium are accepted by Destination: Travel Group Inc. or its agent/broker; or
2. the date indicated as the **Effective Date** in **Your Coverage Confirmation**; or
3. the date and time **You** exit **Your** province/territory of residence.

### For Annual Multi-Trip Plans

When travel is within Canada but outside of **Your** province or territory of residence, coverage is automatically provided beyond the maximum number of days for each **Trip** option that was selected and that appears in **Your Coverage Confirmation**. The maximum days for each **Trip** will begin on the date **You** leave Canada and will end when **You** return to Canada.

The Annual Multi-**Trip** Plan cannot be purchased after departure from **Your** province or territory of residence unless **You** are renewing **Your** Destination: Leisure Annual Multi-**Trip** Plan (with the same number of days per **Trip** option), and there is no lapse or gap in coverage.

**Destination: Leisure Annual Multi-Trip Plan cannot be purchased as a Top-Up to another policy**.

**IMPORTANT NOTE**

When renewing **Your** Destination: Leisure Annual Multi-**Trip** Plan, **You** must be eligible and be in **Your** province or territory of residence. The number of days per **Trip** outside of Canada cannot exceed the number of days permitted by the plan trip option **You** choose.

## Coverage End Date

**Expiry Date** means the date and time coverage ends.

For Single **Trip** and Annual Multi-**Trip** Plans, coverage ends on the earliest of the following:

1. the date indicated as the **Expiry Date** in **Your Coverage Confirmation**; or
2. the date **You** return to **Your** province or territory of residence (other than described as a Single **Trip** Temporary Return Home).

**IMPORTANT NOTE**

Coverage begins at 12:00 a.m. on **Your Effective Date** and terminates at 11:59 p.m. on **Your Expiry Date**.

## Single Trip Temporary Return Home

**You** can return to **Your** province or territory of residence temporarily during **Your Coverage Period** without **Your** Policy expiring. There is no coverage when **You** are in **Your** province or territory of residence. Expenses for **Your** temporary return are **Your** responsibility and there is no premium refund for the time **You** were in **Your** province or territory of residence.

**IMPORTANT NOTE**

If **You** receive medical **Treatment** during this temporary return to **Your** province or territory of residence, any **Treatment** relating to that **Medical Condition** will not be covered for the remaining **Coverage Period**.

**IMPORTANT NOTE**

If **You** are still within **Your Coverage Period** and choose to continue **Your Trip**, **You** must meet the eligibility requirements of this Policy when **You** exit **Your** province or territory of residence to continue **Your** coverage.

### For Annual Multi-Trip Plans

All **Trips** made under the Annual Multi-**Trip** Plan must be separated by a minimum of a **twenty-four (24) hour** return to Canada. In the event of a claim under any Annual Multi-**Trip** Plan, **You** must provide **Us** with proof of the date **You** exit Canada.

## Section 11: 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 as the result of a **Medical Condition** occurring during the **Coverage Period**, 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 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**.

## Section 12: Limits on Coverage

**You** will be responsible for any expenses that are not payable by the **Insurer**. The specific details of **Your** Policy are outlined in **Your Coverage Confirmation** which forms part of **Your** Policy.

**You** must call the **Assistance and Claims Administrator** at **1-855-286-7467** toll-free from the USA and Canada or **+1-519-913-8034 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 call on **Your** behalf as soon as possible. Otherwise, if **You** do not call the **Assistance and Claims Administrator** before **You** obtain **Emergency Treatment**, **You** will have to pay twenty percent **(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** province or territory of residence 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 for the claim related condition ceases upon **Your** refusal and no coverage will be provided to **You** for the remainder of the **Coverage Period** for that condition.

The **Assistance and Claims Administrator**, the **Insurer**, Destination: Travel Group Inc., and its agents/brokers will not be responsible for any and all liability regarding, the following:

1. the quality of any medical **Treatment** or services, or of any facility providing such **Treatment** or services;
2. the availability of medical **Treatment**, services, or any facility to provide such **Treatment** or services;

3. any failure or inability of an **Insured** to obtain or seek medical **Treatment**; or
4. any 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 payable for such costs are addressed in ***Section 13: Benefits – Details of Your Coverages***.

## Section 13: Benefits - Details of Your Coverages

**We** will pay for eligible expenses in the event of an **Emergency** subject to the Policy's maximums, limitations, and exclusions. **We** cover up to **$5,000,000 CAD** for the **Reasonable and Customary** expenses related to the medical attention **You** need during **Your Trip** due to an **Emergency**, when these expenses are not covered by **Your Government Health Insurance Plan (GHIP)** or any other insurance coverage **You** have in force.

Under the family plan, the same sum insured is applicable for each **Family Member** separately.

### 1. Emergency Medical

The **Insurer** agrees to pay for the following services, supplies, or **Treatment** resulting from a covered **Injury** or **Sickness** when performed and authorized by a health practitioner who is not related to **You** by blood or marriage:

a) **Emergency** services that are provided by a licensed **Physician**, surgeon, or anesthetist.

b) Private duty nursing services of a Registered Nurse pre-approved by the **Assistance and Claims Administrator** for an amount **not to exceed $5,000.**

c) The services of a licensed physiotherapist, chiropractor, osteopath, chiropodist or podiatrist when ordered by an attending **Physician** as **Treatment** of a covered **Injury** in an amount **not to exceed $350 per category of paramedical practitioner for outpatient Treatment.**

d) When performed at the time of the initial **Emergency**, lab tests and/or x-ray examination as ordered by a **Physician** for diagnosis. **Note:** This policy does not cover magnetic resonance imaging (MRI), cardiac catheterization, computerized axial tomography (CAT) scans, sonograms, ultrasounds and biopsies unless such services are pre-approved by the **Assistance and Claims Administrator**.
e) The use of a licensed local air, land, or sea ambulance (including mountain or sea evacuation) to the nearest **Hospital**, when reasonable and necessary, pre-approved and arranged by the **Assistance and Claims Administrator**. If an ambulance is medically required but not available, **We** will reimburse for local taxi fare.
f) Rental of crutches or **Hospital**-type beds, not exceeding the purchase price; and the cost of splints, trusses, braces, or other approved prosthetic appliances.
g) **Emergency** outpatient services provided by a **Hospital**.
h) Drugs and/or medications, prescribed by a **Physician** on an outpatient basis, for **Your** covered **Emergency**. **This benefit is limited to a one-time thirty (30) day supply per prescription and up to $1,000 per policy.** This benefit shall not cover the following: charges for vitamins, vitamin preparations, over-the-counter drugs or medications; drugs, serums and injectables needed to control a **Medical Condition** that continues or persists over an extended period of time and is usually long lasting and does not easily or quickly go away; or a **Medical Condition** which **You** had before **Your Trip**.

## 2. Emergency Hospitalization

The **Insurer** agrees to pay for semi-private **Hospital** accommodation and for **Reasonable and Customary** services and supplies necessary for **Your Emergency** medical care during confinement as a resident inpatient, including drugs and medication administered during **Your** hospitalization.

## 3. Emergency Transportation with a Medical Escort

When necessary, the **Insurer** agrees to pay **Your** transportation to **Your** province or territory of residence when immediate **Medical Consultation** is required due to a covered **Emergency Sickness** or **Injury**, including the following:

a) Air ambulance to the nearest appropriate medical facility or to a Canadian **Hospital** for medical **Treatment**;

b) Transport on a licensed airline with an attendant (when required and other than a **Family Member** or close friend) for **Emergency** return to **Your** province/territory of residence for immediate medical attention;

c) The fare for additional airline seats to accommodate a stretcher on a commercial flight;

d) When required, the return economy class/charter fare of a qualified medical attendant (other than a **Family Member** or a close friend) and the attendant's (other than a **Family Member** or a close friend) reasonable fees and expenses;

e) Up to the cost of a one-way economy class airfare to return **Your Travelling Companion**;

f) Up to **$5,000** for search and rescue should **You** be stranded in a mountainous area, the sea, a remote area or other similar location.

**IMPORTANT NOTE**

Any **Emergency** transportation such as air ambulance, one-way economy class airfare, stretcher and/or a qualified medical attendant (other than a **Family Member** or a close friend) must be pre-approved and arranged by the **Assistance and Claims Administrator.**

## 4. Attendant

If **You** are hospitalized for forty-eight **(48)** consecutive hours or more as a result of an **Emergency**, the **Insurer** agrees to pay up to **$50** a day and a maximum of **$500** for an attendant, other than a **Family Member** or close friend, to care for **Your** accompanying **Travelling Companion**(s) under the age of eighteen **(18)**, or physically or mentally disabled **Travelling Companion**(s) who rely on **You** for assistance.

## 5. Accidental Dental

The **Insurer** agrees to pay **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 ninety **(90)** consecutive days from the onset of the **Accident** and prior to **Your** return to **Your** province or territory of residence.

## 6. Dental Emergencies

The **Insurer** agrees to pay 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 shall not covered. **Treatment** relating to any dental claim must begin and end within ninety **(90)** consecutive days from the onset of the **Emergency** and must be completed within the **Coverage Period** and prior to **Your** return to **Your** province or territory or residence.

## 7. Meals and Accommodation

The **Insurer** agrees to pay up to **$150** per day and a maximum of **$1,500**, or up to a maximum of ten **(10)** days in the event **You** or **Your** covered **Travelling Companion** are confined to a **Hospital** on the date on which **You** are scheduled to return home. The **Insurer** will pay for a hotel or motel room or a bed and breakfast when licensed under the law of its jurisdiction, meals, childcare costs (children under the age of eighteen **(18)**, or physically or mentally disabled **Travelling Companion**(s) who rely on **You** for assistance), essential telephone calls and taxi fares incurred by **You** or any covered **Travelling Companion**. The **Insurer** will only pay these expenses if **You** have actually paid for them.

**IMPORTANT NOTE**

Expenses must be supported by original itemized receipts from commercial organizations in order to be reimbursed by the **Insurer**.

## 8. Hospital Allowance

Reimbursement for up to **$50** per day and a maximum of **$250** for additional out-of-pocket expenses (i.e. telephone and television rental) when **You** are hospitalized for forty-eight **(48)** consecutive hours or more as a result of a covered **Emergency**.

**IMPORTANT NOTE**

Expenses must be supported by original itemized receipts in order to be reimbursed by the **Insurer**.

## 9. Emergency Return Home without a Medical Escort

If a covered **Sickness** or **Injury** requires **You** to be returned home during the **Coverage Period**, the **Insurer** agrees to pay up to **$3,000** for the additional cost of a one-way economy class transportation by the most direct route to **Your** province or territory of residence when pre-approved and arranged by the **Assistance and Claims Administrator**. This benefit also includes one covered **Family Member**.

## 10. Return of Deceased

In the event of death due to a covered **Sickness** or **Injury**, the **Insurer** agrees to reimburse up to:

a) **$5,000** for the costs incurred to prepare and return **Your** remains in a standard transportation container to **Your** province/territory of residence; or

b) **$2,000** for cremation or burial at the place of death. The cost of a coffin or urn, headstones, flowers, and reception expenses are not covered.

## 11. Bedside Companion Travel and Subsistence

When pre-approved by the **Assistance and Claims Administrator**, a round-trip economy class airfare from Canada up to **$150** per day to a maximum of **$1,500** for the cost of meals and commercial accommodation (original itemized receipts are required) will be provided for a person of **Your** choice to:

a) be with **You** when **You** are travelling alone and have been hospitalized for at least seventy-two **(72)** consecutive hours outside of **Your** province or territory of residence (for a covered child, a bedside companion is available immediately upon **Hospital** admission).

**IMPORTANT NOTE**

**You** must provide written certification from the attending **Physician** that the situation is critical and warrants the visit.

b) identify **Your** remains prior to the release of the body, where necessary.

**IMPORTANT NOTE**

The person required at bedside or mandated to identify the deceased will be covered under the same terms and limitations of **Your** Policy.

## 12. Expenses to Return Dependent under Your Care

When pre-approved by the **Assistance and Claims Administrator**, the **Insurer** agrees to pay the following:

a) up to the cost of a one-way economy class airfare to transport **Your** children or grandchildren to their original point of departure if **You** are admitted to the **Hospital** for more than twenty-four **(24)** consecutive hours or must be medically repatriated due to a covered **Emergency**.

b) if necessary, the extra cost for a qualified caregiver to escort **Your** children or grandchildren to their original point of departure.

**IMPORTANT NOTE**

The **Dependent** must have been under **Your** care during **Your Trip** and be covered under **Your** Policy.

## 13. Expenses to Return Your Vehicle

Up to **$2,500** for the return of the **Vehicle** to **Your** home in **Your** province or territory of residence or the nearest appropriate rental agency, if neither **You**, nor someone travelling with **You**, are able to drive **Your Vehicle** to **Your** original departure point as a result of an **Emergency**.

**Your Vehicle** must be returned within sixty **(60)** days of the claim occurrence date.

Benefits shall only be payable for one **(1)** person to return the **Vehicle** when it is pre-approved and pre-arranged by the **Assistance and Claims Administrator**. This benefit shall not cover any wages lost by the person driving **Your Vehicle** and is available to claim only once per **Insured** per **Coverage Period**.

## 14. Return to Original Trip Destination

If **You** are returned to **Your** province or territory of residence under the **Emergency Transportation** benefit set forth in ***Section 13: Benefits – Details of Your Coverages***, and the attending **Physician** determines that the **Treatment** received in Canada resolved the **Emergency**, a maximum of **$5,000** will be paid, only when pre-approved by the **Assistance and Claims Administrator**, for a one-way economy class flight to return **You** and one covered **Travelling Companion** to the original **Trip** destination.

**IMPORTANT NOTE**

The return must occur within the **Coverage Period** originally provided by this **Return to Original Trip Destination** benefit. A subsequent **Recurrence** or complication of the condition that resulted in **You** being returned home is excluded under this Policy.

## 15. Pet Return

Up to **$300** for the cost to return **Your** accompanying dog or cat to Canada, if **You** are returned to Canada under the **Emergency Transportation** benefit set forth in ***Section 13: Benefits – Details of Your Coverages***.

## Section 14: Exclusions - Details of What You Are Not Covered For

This Policy will not provide any insurance or benefits for any losses or expenses that are incurred as a result of, in connection with, or in any way associated with or arising out of, any of the following:

1. **Pre-Existing Medical Conditions**
   **Coverage for Stable Pre-Existing Medical Conditions.**
   a) If at the time of application, **You are fifty-nine (59) years of age or under:** Any **Pre-Existing Medical Condition** (other than a **Minor Condition**) unless it was **Stable** in the ninety **(90)** consecutive days immediately before the **Effective Date** or **Departure Date**.
   If this Policy is a **Top-Up** to **Your** Destination: Leisure Annual Multi-**Trip** Plan, the **Departure Date** will be considered for the ninety **(90)** consecutive days **Stable** period of **Your Pre-Existing Medical Conditions**.
   b) If at the time of application, **You are between sixty (60) and seventy-nine (79) years of age:** Any **Pre-Existing Medical Condition** (other than a **Minor Condition**) unless it was **Stable** in the one hundred and eighty (**180**) consecutive days immediately before the **Effective Date** or **Departure Date**.
   If this Policy is a **Top-Up** to **Your** Destination: Leisure Annual Multi-**Trip** Plan, the **Departure Date** will be considered for the one hundred and eighty **(180)** consecutive days **Stable** period of **Your Pre-Existing Medical Conditions**.

2. Costs incurred due to:
   a) Alzheimer's disease or dementia; and/or
   b) any loss resulting from **Your Minor Mental or Emotional Disorder**; and/or
   c) **Your** self-inflicted injuries, unless medical evidence establishes that such injuries are related to a mental health illness.

**3.** Costs incurred due to:
   a) **Act(s) of War** or **Act(s) of Terrorism**;
   b) kidnapping;
   c) riot, strike or civil commotion;
   d) unlawful visit in any country;
   e) participation in protests;
   f) participation in armed forces activities;
   g) participation in a commercial sexual transaction;
   h) the commission or attempted commission of any criminal offence or illegal act; or
   i) contravention of any statutory law or regulation in the area where the loss occurred.

**4.** 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.

**5.** 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:
   a) the abuse or chronic use of alcohol either before or during the **Coverage Period**; or
   b) the use of prohibited drugs, or any other intoxicant either before or during the **Coverage Period**; or
   c) the non-compliance with prescribed **Treatment** or medical therapy either before or during the **Coverage Period**; or
   d) the misuse of medication either before or during the **Coverage Period**.

**6.** 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.

7. Any **Treatment**, investigation or hospitalization which is a continuation of, or subsequent to, **Emergency Treatment** of a **Medical Condition**, unless pre-approved by the **Assistance and Claims Administrator**.

**IMPORTANT NOTE**

Any ongoing or follow-up treatment, rehabilitative care, investigation, hospitalization, or the **Recurrence** of a **Medical Condition** or related condition is not covered once the **Emergency** is declared over by the attending **Physician** or the **Assistance and Claims Administrator**.

8. Any **Treatment** that can be reasonably delayed until **You** return to **Your** province/territory of residence (whether or not **You** intend to return) by the next available means of transportation, unless pre-approved by the **Assistance and Claims Administrator**.

9. 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.

10. Any rehabilitation or convalescent care.

11. Any **Injury** resulting from training for or participating in:
    a) speed contests usually and customarily in excess of sixty **(60)** kilometers per hour;
    b) motorsport contests;
    c) stunt activities, exhibitions, or demonstrations of any kind;
    d) sport activities, if **You** are considered **Professional** by the governing body of that sport and **You** are paid for **Your** participation;
    e) heliskiing, ski jumping;
    f) hang-gliding, parachuting, bungee jumping, skydiving, or sky-surfing;
    g) scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed thirty **(30)** meters);

h) white water sports (except grades one **(1)** to four **(4)**);
i) street luge, skeleton activity;
j) rock or mountain climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pickaxes, anchors, bolts, carabiners and lead or top-rope anchoring equipment; or
k) participation in any rodeo activity.

**12.** Costs incurred due to, contributed by, or resulting from:
a) Routine prenatal care, childbirth, or post-natal care at any time during **Your Trip**.
b) Any **Medical Consultation** or **Treatment**, complications, or expenses related to pregnancy within nine **(9)** weeks before or after the expected delivery date.
c) Any medical expenses for a child born during **Your Trip**.
d) **High-Risk Pregnancies** or complications arising from pre-existing pregnancy-related conditions.

**13.** 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.

**14.** **Treatment** or services that contravene or are prohibited by legislation under a provincial or territorial **Hospital**/medical plan.

**15.** Naturopathic, holistic, or acupuncture **Treatment**.

**16.** Costs that exceed the **Reasonable and Customary** rate for the area where the **Treatment** or services are being performed.

**17.** 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 the **Effective Date**.
To read the travel advisories, visit the Government of Canada Official Global Travel Advisory site.

**IMPORTANT NOTE**

This exclusion does not apply to any claims for an **Emergency** or a **Medical Condition** unrelated to the travel advisory.

**18.** Any loss incurred inside **Your** province or territory of residence.

**19.** Any **Sickness**, **Symptom**, or **Injury** that presented, recurred, or for which **Treatment** was received during any temporary return to **Your** province or territory of residence during the **Coverage Period**.

**20.** Air travel other than as a passenger in a commercial aircraft licensed to carry passengers for hire, except while being transported under the **Emergency Transportation** or **Emergency Return Home** benefits set forth in ***Section 13: Benefits – Details of Your Coverages***.

**21.** 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.

## Section 15: Definitions – What Our Important Terms Mean

The following defined terms each have a specific meaning unique to this Policy (including the **Coverage Confirmation** and any memoranda or endorsements attached thereto). When these terms are shown in bold type the specific meaning contained in the definition for that term will apply. These definitions shall apply whether the defined term is used in this Policy in the plural form or the singular form.

**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:

1. instill fear in the general public;
2. disrupt the economy;
3. intimidate, coerce, or overthrow a sitting government or occupying power; and/or
4. 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 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.

**Assistance and Claims Administrator** mean the company set forth in ***Section 21: Assistance and Claims Administration provided by*** of this Policy that provides **Emergency** travel assistance benefits under this Policy.

**Change in Medication** means the medication type, dosage, or frequency is reduced, increased, stopped, and/or new medications are prescribed; provided, however, **Change in Medication** shall not include:

1. 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
2. changing from a brand name medication to the same dose of a generic medication.

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

**Coverage Period** means the period from the **Effective Date** to the **Expiry Date** as indicated on the **Coverage Confirmation** and for which premium has been paid at the time of application. The maximum **Coverage Period** per **Trip** cannot exceed the length of time allowed under **Your Government Health Insurance Plan (GHIP)**.

**Departure Date** means the date **You** leave **Your** province or territory of residence.

**Dependent** children means **Your** unmarried children who are, on the **Effective Date**:

1. financially dependent on **You**; and
2. at least fifteen **(15)** days of age; and
3. age twenty-one **(21)** or under; or
4. age twenty-five **(25)** or under and attending school full time; or
5. of any age, who are mentally or physically disabled.

**Effective Date** means the date and time coverage begins as set forth in ***Section 10: Important Policy Dates*** of this Policy.

**Emergency** means a sudden and unforeseen **Sickness** or **Injury** occurring during the **Coverage Period** while outside **Your** province or territory of residence that requires immediate **Treatment** by a **Physician** or licensed dentist and cannot be reasonably delayed. An **Emergency** no longer exists when the evidence reviewed by the **Assistance and Claims Administrator** indicates that no further **Treatment** is required, and **You** are able to continue **Your Trip** or return to **Your** province or territory of residence. Costs incurred in **Your** province or territory of residence are not covered.

**Expiry Date** means the date and time coverage ends as indicated ***Section 10: Important Policy Dates*** of this Policy.

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

**Government Health Insurance Plan (GHIP)** means the healthcare coverage that the provincial or territorial governments provide to the residents of Canada.

**High-Risk Pregnancy** means a pregnancy involving a **Medical Condition** that puts the mother, the developing fetus or both at higher risk than normal risk of medical complications during or after the pregnancy and birth. These **Medical Conditions** include preeclampsia, eclampsia, hypertension, Rh incompatibility, gestational diabetes or placenta previa.

**Hospital** means an institution that is licensed as an accredited **Hospital** that is staffed and operated for the care and **Treatment** of inpatients and outpatients. **Treatment** must be supervised by **Physicians** and there must be registered nurses on duty twenty-four **(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** 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 National Liability & Fire Insurance Company – Canada 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 the following: 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 Condition** describes a **Sickness** or **Injury** during the stability period which ended prior to the **Effective Date** and which did not require:

1. **Treatment** for a period longer than fifteen **(15)** consecutive days; or
2. more than one follow-up visit to a **Physician**; or
3. hospitalization, surgery, or referral to a specialist; and
4. which ended at least thirty **(30)** days prior to the **Departure Date**.

**Minor Mental or Emotional Disorder** means:

1. having anxiety or panic attacks; or
2. 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.

**Physician** means a person:

1. who is not **You**, an immediate **Family Member** or **Your Travelling Companion**; **Government Health Insurance Plan (GHIP)**; and
2. licensed in the jurisdiction where the services are provided, to prescribe and administer medical **Treatment**.

**Pre-Existing Medical Condition** means any **Sickness**, **Injury**, or **Medical Condition** whether or not diagnosed by a **Physician**:

1. for which **You** exhibited **Signs or Symptoms**; or
2. for which **You** required or received **Medical Consultation**; or
3. which existed prior to the **Effective Date** of **Your** coverage.

**IMPORTANT NOTE**

If **You** are topping up a Destination: Leisure Annual Multi-**Trip** Plan prior to **Your Departure Date**, without a break in coverage, **Pre-Existing Medical Condition** will mean any **Medical Condition** that exists prior to **Your Departure Date**.

**Professional** means **You** are considered **Professional** by the governing body of the sport, earn the majority of **Your** income from such activity, and are paid for **Your** participation whether **You** win or lose.

**Reasonable and Customary** means the services customarily provided or the costs customarily incurred for covered losses, which are not in excess of the standard practice or fee in the geographical area where the services are provided or costs are incurred for comparable **Treatment**, services, or supplies for a similar **Sickness** or **Injury**.

**Recurrence** means the appearance of **Signs or Symptoms** caused by or related to a **Medical Condition** which was previously diagnosed by a **Physician** or for which **Treatment** was previously received.

**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 twelve **(12)** consecutive months.

**Stable** means a **Medical Condition** that is considered **Stable** when all of the following statements are true:

1. there has not been any new **Treatment** prescribed or recommended, or change(s) to existing **Treatment** (including a stoppage in **Treatment**); and
2. there has not been any **Change in Medication** (including increase or decrease of dosage), or any recommendation or starting of a new prescription drug; and
3. the **Medical Condition** has not become worse; and
4. there have 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
6. there have not been any tests, investigation, or **Treatment** recommended, but not yet complete, nor any outstanding test results; and
7. there is no planned or pending **Treatment**.

**IMPORTANT NOTE**

All of the above conditions set forth from 1. through 7. must be met for a **Medical Condition** to be considered **Stable**.

**Terminal Illness** means a **Medical Condition** for which, prior to the **Effective Date**, a **Physician** gave a prognosis of eventual death within twenty-four **(24)** months or palliative care was received.

**Top-Up** means a policy purchased to extend **Your Coverage Period** and would become effective directly following the expiry of **Your** Destination: Leisure Plan policy.

**Travelling Companion** means a person who is accompanying **You** on **Your Trip**, and who has prepaid shared accommodation or transportation with **You**. (Maximum of five **(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, surgery, and investigative testing that results in a diagnosis of a **Medical Condition**. **Treatment does not include Minor Conditions.**

**IMPORTANT NOTE**

Any reference to testing, tests, test results, or investigations excludes Genetic Tests. "Genetic Test(s)" means a test or tests 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** province or territory of residence and for which coverage is in effect.

**Vehicle** means a private or rental passenger automobile, minivan, mobile home, SUV, camper, truck, or trailer home used during **Your Trip** exclusively for transporting of passengers other than for hire.

**We**, **Us**, **Our** means the **Insurer**.

**You** or **Your** means the **Insured**.

## Section 16: Premiums

The total premium is due and payable at the time of application. The premium is calculated using the most current rates for **Your** age each time **You** apply or extend **Your** insurance.

### Family Premium

A family includes the applicant, age fifty-nine **(59)** and under, the applicant's **Spouse**, age fifty-nine **(59)** and under, and **Dependent** children. The premium for family coverage is calculated at two **(2)** times the premium for the eldest adult age fifty-nine **(59)** and under. A minimum premium of $15 applies. Coverage dates must be the same for all the **Family Members**.

**IMPORTANT NOTE**

All **Family Members** must be eligible for coverage and named on the **Coverage Confirmation**.

## Section 17: Legal Information

### General Provisions

### Assignment

The **Insured** cannot assign the Policy, or any rights under the Policy, without **Our** prior written consent by way of endorsement to this Policy. Neither the insurance provided under this Policy nor any benefits payable under this Policy may be assigned.

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

1. **Delay in conveyance:** This coverage shall be automatically extended for up to seventy-two **(72)** hours in the event of a delay, during the **Coverage Period**, beyond **Your** control of the **Conveyance** in which **You** are riding or are scheduled to ride as a passenger. The delay must occur prior to the **Expiry Date**. **Conveyance** means an airline, train, bus, **Vehicle**, or ferry.
2. **Medically unfit to travel:** 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 five **(5)** days.

3. **Hospitalization:** If **You** are hospitalized at the end of the **Coverage Period**, as a result of a covered **Sickness** or **Injury**, coverage will be extended for **You** and one **(1)** insured **Travelling Companion** remaining with **You**, when reasonable and necessary, during the period of **Hospital** confinement, plus seventy-two **(72)** hours after release to travel home. Coverage for **Your Travelling Companion** will only be extended under their respective policy when issued by **Us**.

**IMPORTANT NOTE**

Additional premium will not be required for an automatic extension of coverage.

## Benefit Payments

Unless otherwise stated, all provisions in this Policy apply to each eligible **Insured** during one **Coverage Period**.

Benefits are only payable under one policy, for each **Insured** during the **Coverage Period**. If the **Insured** has more than one Policy with National Liability & Fire Insurance Company – Canada Branch, the one with the greater sum insured will be used.

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 Coverage Confirmation** letter.

Any benefits payable under this Policy 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 the **Assistance and Claims Administrator** with the following:

1. itemized receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services that have been provided; and
2. any payment made by any other insurance plan or contract, including a government **Hospital**/medical plan; and

3. substantiating medical documentation at the request of the **Assistance and Claims Administrator**.

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

## Conformity with Law

Any provision of the Policy that is in conflict with any federal, provincial, territorial or other applicable law of any **Insured's** place of residence is hereby amended to conform to the minimum requirements of that law.

The **Insurer** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the **Insurer**, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

## Contract

The application, **Coverage Confirmation** 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.

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

No condition of this Policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed and signed by **Us**.

## Coordination of Benefits

Amounts payable under this Policy are in excess of all existing coverage concurrently in force held by or available to **You**, including but not limited to, homeowners' insurance, tenant's insurance, multi-risk insurance, any credit card, third-party liability, group or individual basic or extended health insurance, **Government or Provincial Health Insurance Plan**, or any private or legislative plan of motor vehicle insurance providing **Hospital**, medical or therapeutic coverage.

If an **Insured** is covered under more than one insurance plan that provides for medical expenses, the **Assistance and Claims Administrator**, on behalf of the **Insurer**, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines. In no event will the combined payments from all plans exceed one hundred percent **(100%)** of the eligible expenses.

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.

The **Insured** must disclose all other insurance coverage at the time of claim submission. Failure to provide such information may result in delays or denial of benefits.

If **You** are retired with an extended health plan provided by a former employer, with a lifetime limit of up to **$100,000**, the **Assistance and Claims Administrator**, 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, the **Assistance and Claims Administrator** will use the exchange rate on the date the service was rendered to **You**.

At the option of the **Assistance and Claims Administrator**, benefits may be paid in the currency of the country where the loss occurred.

## Endorsements

This Policy will not be modified except by written amendment or endorsement attached hereto and signed by the **Insurer's** authorized representative. The Policy can be changed or amended without the consent of any **Insured**.

## Extending Your Trip

**You** can extend **Your Trip** before **You** leave **Your** province or territory of residence.

**You** may apply for a new **Coverage Period** provided **You** meet the eligibility requirements of this Policy set forth under ***Section 7: Eligibility (Part 1)*** and ***Section 8: Eligibility (Part 2)***, if applicable.

## Should I Extend My Policy Before I Leave on my Trip?

If **You** decide to apply for additional coverage **before You** have left **Your** province or territory of residence and there is no break in coverage, Destination: Travel Group Inc. will extend the **Expiry Date** of **Your** original policy. **All terms and conditions of Your original policy shall apply, and You are required to pay an additional premium.**

If **You** decide to apply for additional coverage **after You** have left **Your** province or territory of residence but before the expiry of **Your** existing policy with Destination: Travel Group Inc., **We** will issue **You** a new policy. Such new policy or **Coverage Period** is considered a separate contract, and all **new terms, limitations, and conditions shall apply**.

**IMPORTANT NOTE**

After **You** have left **Your** province or territory of residence, **You** may apply for a new term of coverage if **You**:

1. are in good health; and
2. have no reason to seek medical **Treatment** or **Medical Consultation** during **Your** new **Coverage Period**.

If **You** have incurred a claim, Destination: Travel Group Inc. on behalf of the **Insurer**, will review **Your** file before deciding on granting an extension.

The **Recurrence** of a **Medical Condition**(s) or related condition(s) that were present during the original term of the Policy will not be covered under this Policy during the extension period.

**If You decide to extend Your Trip, please call Your agent/broker or Destination: Travel Group Inc. at 1-855-337-3532 or 416-499-1900**.

## 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 the surplus or profits of the **Insurer**.

## Governing Law

This Policy will be governed by the laws of the Canadian province or territory where **You** reside.

## Limit on Liability

The **Insurer's** liability under this Policy is limited to the amounts payable in accordance to the terms, conditions, and limitations in this Policy. The **Insurer** shall not be liable for any indirect, consequential or punitive damages arising from any claim under this Policy. It is a condition precedent to liability under this Policy that at the time of application and on the **Effective Date**, **You** 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), the Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Every action or proceeding against the **Insurer** for the recovery of a claim under this contract shall not be commenced more than one **(1)** 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 **(2)** 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 **Insured** under this Policy or anyone acting on **Your** behalf attempts to deceive **Us** or makes a fraudulent, false, 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.

## Reasonable Precautions

The **Insured** must take and have taken all reasonable care to prevent an **Accident** or medical **Emergency** giving rise to a claim under the Policy, including complying with any applicable law, bylaw, ordinance or regulation that concerns the safety of persons or property.

## Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the Policy, **You** agree to:

1. 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;
2. 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;

3. include all **Emergency** medical and **Hospital** costs paid under the Policy in any settlement agreement **You** reach with the third-party;
4. act reasonably to preserve the **Insurer's** right to be reimbursed for any **Emergency** medical or **Hospital** costs paid under the Policy;
5. keep the **Insurer** informed of the status of any legal action against the third-party; and
6. 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.

### Time

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

## Section 18: Statutory Conditions

### Copy of Application

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

### 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:

1. the notice or proof is given or furnished as soon as reasonably possible, but in no event later than one **(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
2. 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 one **(1)** year after the date a court makes the declaration.

## Insurer to Furnish Forms for Proof of Claim

Claims forms are available by contacting the **Assistance and Claims Administrator** and shall be furnished to **You** upon request.

## Material Facts

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

## Notice and Proof of Claim

Please refer to ***Section 4: Claims Information*** in this Policy for full details. If **You** do not provide the required supporting documentation, **Your** claim will not be paid.

## 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** province or territory of residence. 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.

## 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.

For a full description of the procedures and details, **We** direct **Your** attention to ***Section 19: Premium Refunds*** of this Policy.

**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.

### 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**.

### When is Money Payable?

All money payable under this Policy shall be paid by the **Insurer** within sixty **(60)** days after the **Insurer** has received proof of claim.

## Section 19: Premium Refunds

A full refund will be provided for policies which are returned within ten **(10)** days of purchase provided **Your** coverage has not begun, as described in ***Section 1: Right to Examine the Policy***.

### Premium Refunds are Only Considered When:

a) the entire **Trip** is cancelled prior to the **Effective Date**.
b) **You** return to **Your** province/territory of residence prior to the **Expiry Date**.
c) **You** cancel **Your** annual multi-**Trip** plan prior to the **Effective Date**.

When submitting a premium refund request, please send a written request to Destination: Travel Group Inc. by fax, mail, or e-mail **before** **Your Coverage Period** ends, and include:

a) a copy of **Your Coverage Confirmation**; and
b) confirmation of **Your** early return to **Your** province/territory of residence such as a boarding pass; or
c) any other documentation to support **Your** refund request.

## Important Premium Refund Notes

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

Refunds will be:

- considered if the request for premium refunds is received no more than ninety **(90)** days after the **Expiry Date** of the Policy; and
- calculated based on the date the refund request is received by Destination: Travel Group Inc.; and
- subject to a **$25** administration fee applied by Destination: Travel Group Inc. and a minimum refund of **$15**.

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

**IMPORTANT NOTE**

Once a Destination: Leisure Annual Multi-**Trip** Plan is in effect, the **Insurer** shall provide no refund.

## Section 20: Privacy Information Consent Notice

**We** are committed to protecting the privacy, confidentiality and security of the personal information **We** collect, use and disclose. **Your** personal information, including **Your** medical history, will be collected, used and disclosed only for the purpose of providing **You** with the requested insurance services. For a copy of the **Insurer's** privacy policy, please contact **Us** or visit **Our** website. www.bhspecialty.com/privacy-policy/privacy-policy-canada/

## Section 21: Assistance and Claims Administration provided by:

**Berkshire Hathaway Specialty Insurance**
c/o Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec, Canada J1M 0C9

## Section 22: Underwritten by:

**National Liability & Fire Insurance Company - Canada Branch**
18 York Street, Suite 1700
Toronto, Ontario, Canada M5J 2T8

## Section 23: Managed and Distributed by:

**Destination: Travel Group Inc.**
304-155 Gordon Baker Road
Toronto, Ontario, Canada M2H 3N5
Tel: 1-855-337-3532