# TRAVELANCE TRIP CANCELLATION AND INTERRUPTION TRAVEL INSURANCE POLICY

#### **BEFORE YOU DEPART**

Take the time to read **your policy** and know what **you** are covered for. Pay special attention to bold words. They have a specific meaning which is explained in the Definitions section of this **policy** on page 29. If **you** have any questions, contact **your** agent.

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

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

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

#### 10 DAY RIGHT TO EXAMINE

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

# **IMPORTANT NOTICE**

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that you read and understand your policy before you travel as your coverage is subject to certain limitations, conditions or exclusions.
- Pre-existing condition exclusions may apply to medical conditions and/or symptoms that existed prior to your covered trip. Check page 3 to see

how these apply to **your policy** and how they relate to **your departure date**, date of purchase or **effective date**.

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

# **TABLE OF CONTENTS**

Page 2

**Eligibility Requirements** 

Important Information About	
Pre-Existing Conditions	Page 3
Schedule of Maximum Benefits	Page 5
Period of Coverage	Page 5
Travel Assistance	Page 8
Trip Cancellation and Trip Interruption	Page 9
Trip Delay	Page 19
Policy Exclusions	Page 22
General Policy Provisions	Page 25
Definitions	Page 29
Claims Information	Page 35
Privacy	Page 36

# **ELIGIBILITY REQUIREMENTS**

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

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

more than 6 weeks during the 12 months prior to **your departure date**.

- The policy must be purchased prior to your departure date.
- The maximum length of the covered trip is 365 days.
- Any child born during the covered trip is not entitled to coverage under this policy.
- For ages 69 and under when the covered trip value exceeds \$25,000, you must complete a Travelance Insurance Eligibility Questionnaire.
- For ages 70 and over when the covered trip value exceeds \$15,000, you must complete a Travelance Insurance Eligibility Questionnaire.
- Wherever completion of the Travelance Insurance Eligibility Questionnaire is required, if you are not eligible in accordance with the eligibility requirements of the Travelance Insurance Eligibility Questionnaire, we will declare your coverage null and void from inception and no benefit will be payable under this policy.

# IMPORTANT INFORMATION ABOUT PRE-EXISTING CONDITIONS

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

STABILITY TABLE			
Age	Stability Period	Counting Back From	
For Trip Cancellation Benefits			
0-59	60 days	Effective Date	
60+	90 days	Effective Date	
For Trip Interruption Benefits			
0-59	60 days		
60-74	90 days	Departure Date	
75+	180 days		

For trip costs in excess of \$15,000, see page 23 for exclusions that apply.

# Trip Cancellation Coverage and Health Changes

If prior to your departure date you are prescribed any treatment or change in the dosage, frequency or type of medication resulting in your medical condition no longer being stable, you must contact us immediately and request consideration for the change by providing us with:

- a) certified medical information from your physician for the required period(s) and the change as stated above;
- b) signed authorization allowing us access to information from hospitals and/or medical professionals;
- c) copies of: all travel invoices; travel supplier's cancellation clause with regard to nonrefundable costs, charges and expenses; and any other information we deem necessary.

Once all of the required information is received, **we** will respond within one business day if **we** will:

- a) accept or decline **your** claim under **your** Trip Cancellation benefits; or
- b) waive the change in the medical condition for that condition or related condition for any future claim under the applicable section of your policy.

# **SCHEDULE OF MAXIMUM BENEFITS**

BENEFIT SECTIONS		BENEFIT MAXIMUM	
1	TRAVEL ASSISTANCE	INCLUDED	
2	TRIP CANCELLATION & TRIP INTERRUPTION		
	TRIP CANCELLATION	SUM INSURED	
	TRIP INTERRUPTION- UNUSED LAND	SUM INSURED	
	TRIP INTERRUPTION- RETURN FLIGHT	SUM INSURED	
	SUPPLIER BANKRUPTCY	SEE PAGE 11	
	ACT OF TERRORISM	SEE PAGE 16	
	ACCOMMODATION & MEALS	\$350	
3	TRIP DELAY	\$1,000	
	ACCOMMODATION & MEALS	\$350	
	SPECIAL EVENTS	\$1,000	

**Sum insured** means the amount of insurance coverage **you** have purchased for the benefit indicated.

# **PERIOD OF COVERAGE**

# **Effective Date – When Coverage Begins**

Coverage	Effective Date
Trip Cancellation	The date and time the required premium is paid.
Trip Interruption and Trip Delay	Begins on the <b>departure date</b> of <b>your covered trip.</b>

NOTE: If **you** increase the **sum insured** after the purchase date of this **policy**, the **effective date** for the increased amount with respect to trip cancellation benefits is the date coverage is increased.

## When Coverage Ends

Your coverage ends on the earliest of the following events:

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

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

# **Automatic Extension of Coverage**

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

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

## **Extending Coverage After Departure**

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

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

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

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

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

#### How Do You Become Insured

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

- When you are named on a completed insurance application; and
- When you pay the required premium on or before your coverage effective date; and
- If applicable, upon completion and acceptance by the company of the Travelance Insurance Eligibility Questionnaire.

Any child born during the **covered trip** is not entitled to coverage under this **policy**.

# TRAVEL ASSISTANCE

# When It Applies

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

## What We Provide – 24/7

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

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

#### What To Do When You Need Assistance

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

USA & Canada 1-800-334-7787 Direct Dial Collect 1-905-667-0587

Email: assistance@oldrepubliccanada.com

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

# Limitation on Emergency Assistance Provider Services

The company and/or the emergency assistance provider will use its best efforts to provide services

during any event, but reserves the right to suspend, curtail or limit services in any area or country if the need arises.

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

# TRIP CANCELLATION AND TRIP INTERRUPTION

# When It Applies

If you must cancel your covered trip on or before the departure date or interrupt your covered trip while you are travelling.

NOTE: Trip Cancellation coverage only applies if this **policy** is purchased prior to or within 72 hours of the final payment date.

#### **Covered Events**

For insurance coverage to apply, the cancellation or interruption of **your covered trip** must result from any one of the following unforeseen events occurring during **your** coverage period that prevents **you** from travelling:

#### Health

- 1. Any injury or sickness occurring to:
  - a) You or your travelling companion;
  - b) Your or your travelling companion's family member;
  - c) Your or your travelling companion's

- business partner, key employee, or caregiver, not travelling with you on your covered trip.
- An injury or sickness which, in the written opinion of the attending physician, is expected to prevent you or your travelling companion from participating in a sporting event, when participation in that sporting event is the purpose of your covered trip.
- You or your travelling companion are medically unable to receive a vaccination that is required for entry into a country, region or city originally determined to be your destination, provided that such vaccination was not mandatory on your effective date.
- Quarantine of you, your travelling companion or the spouse or children of either. Note, government imposed quarantines upon arrival at or return from your destination are not covered.

You must provide detailed medical documentation from a physician including a statement advising not to travel if the trip cancellation or trip interruption was caused by or resulted from an injury, sickness or quarantine. Failure to do so will result in non-payment of the claim. We reserve the right to examine medical records or documentation relating to your claim(s) from any licensed physician, dentist, medical practitioner, hospital, clinic, insurer, individual, institution or other provider of service relating to the pre-existing time period pertaining to the claim presented. (See the pre-existing condition exclusion page 22.)

#### Death

- Your or your travelling companion's death, the death of your or your travelling companion's family member, friend, business partner, key employee or caregiver which occurs during the coverage period.
  - This does not include travel for the purpose of visiting a person suffering from a medical condition who dies due to that medical

**condition** and whose death is the cause of cancellation or interruption of **your covered trip.** 

#### **Pregnancy & Adoption**

- 6. You, your travelling companion or the spouse of either:
  - a) experience complications in the first 26 weeks of pregnancy resulting in the attending **physician** advising against travel; or
  - b) has a pregnancy that is diagnosed after the **effective date** of this insurance if **your covered trip** is scheduled to take place within the 14 weeks prior to or after the expected delivery date.
- The legal adoption of a child by you or your travelling companion when the notice of adoption was received after the effective date of this insurance.

#### **Transportation & Accommodation**

- 8. For covered trips booked through a licensed Canadian travel agency, bankruptcy of a travel supplier, other than the travel agency or organization from whom you purchased the travel arrangements. Benefits are provided only for the expenses charged by the travel supplier whose bankruptcy results in loss covered by this policy and which stops service after your effective date.
  - Payment is limited to the conditions described in "Limitation of payment for trip cancellation and trip interruption – bankruptcy" on page 27.
  - No coverage is provided for the total cessation or complete suspension of operations by a travel supplier caused by fraud or negligent misrepresentation by such travel supplier.
  - No coverage is provided if the travel supplier is a United States of America airline, except when the airline tickets are issued by a tour operator and are one component of an inclusive package booked through a licensed Canadian travel agency.

- Your or your travelling companion's place of business is made unsuitable for the transaction of business by fire, vandalism or natural disaster.
- Your or your travelling companion's principal residence is made uninhabitable by fire, vandalism, or natural disaster.
- Burglary of your or your travelling companion's principal residence or place of business within 7 days of your departure date or during your covered trip.
- 12. Death, hospitalization or quarantine of your host at destination.
- 13. As the result of a cancellation of a cruise or tour included in your covered trip for reasons beyond your control except for bankruptcy, we will reimburse you up to \$2,000:
  - a) prior to departure from your departure point for your non-refundable prepaid airfare that is not part of your cruise or tour package; or
  - b) after departure from your departure point but prior to departing on your cruise or tour, we will reimburse you for the added expense resulting from a change fee or one way fare to return to your departure point.
- 14. Your or your travelling companion's destination accommodations made uninhabitable for the period of your covered trip due to fire, vandalism, burglary or natural disaster.
- 15. A schedule change resulting in the late or early departure of the aircraft you are booked to travel on that renders your covered trip no longer usable or causes you to misconnect with a portion of your covered trip.
  - Schedule changes caused by strike, labour disruption, bankruptcy, grounding of aircraft for failure to satisfy government safety regulations or security alerts are not covered.
  - Benefits are limited to the lesser of \$1,000 or your sum insured for:
    - a) the change fee or the additional one way

fare incurred by You to continue on your covered trip or to return to your departure point; and

 b) the additional unplanned meals, commercial accommodations, essential telephone calls and taxi fares resulting from the schedule change up to \$350 per day.

If a claim is paid under this benefit, no other benefits under Trip Delay are applicable for this event.

- 16. For covered trips booked through a licensed Canadian travel agency, a schedule change resulting from a strike or labour disruption that renders the covered trip no longer usable or causes you to misconnect with a portion of your covered trip provided the strike or labour disruption was not reported in any media prior to the date of purchase of this policy.
  - Benefits are limited to the lesser of \$1,000 or your sum insured for the change fee or the additional one way fare incurred by you to continue on your covered trip or to return to your departure point.
  - Excluded are any general strikes or labour disruptions whereby all or most of the workers of a country, province, state, city or town cease work.
  - If a claim is paid under this benefit, no other benefits in this policy under Trip Cancellation, Trip Interruption or Trip Delay are applicable for this event.
- 17. For Trip Interruption only, the delay of your connecting common carrier or private automobile due to mechanical failure, traffic accident, weather conditions or documented emergency road closure by police causing you to miss a connection provided you choose to continue on your covered trip. If a claim is payable under this benefit, no other benefits under Trip Delay are applicable for this event.

#### Weather

18. Weather conditions causing the scheduled carrier, on which you are booked to travel, to be delayed resulting in you losing at least 30% of your covered trip duration. If you experience a delay which results in you losing less than 30% of your covered trip, there may be coverage under Trip Delay. See page 19.

#### **Employment or Educational Obligations**

- 19. Relocation of a principal residence due to a job transfer by you, your travelling companion or the spouse of either. The person who must relocate must be a full time active employee with that same employer for this benefit to apply.
- 20. You or your travelling companion or the spouse of either, is called to emergency service as a member of a police force, armed forces, reserves or fire fighting unit as a result of a natural disaster.
- 21. Involuntary termination or layoff of permanent employment, not including contract or selfemployment, affecting you, your travelling companion or the spouse of either when actively employed with the same employer for at least 6 months prior to the effective date for this insurance.
- 22. Cancellation of your or your travelling companion's business meeting for reasons beyond the control of either person or their employer.
  - Legal proceedings, seminars, conferences, symposiums, workshops, trade shows, fairs, exhibitions, assemblies, or conventions are not considered to be business meetings.
- 23. The requirement that you or your travelling companion attend a high school, university or college course examination on a date that occurs during your covered trip, provided that the examination date which was published prior to your effective date was subsequently changed after the effective date.

24. The rescheduling of high school, university or college classes of you or your travelling companion to a date that occurs during your covered trip due to unusual circumstances beyond your or your travelling companion's control and the control of the high school, university or college provided that both the unusual circumstances and the resulting rescheduling occurred after your effective date.

#### **Legal & Government**

- 25. The non-issuance of a travel visa, excluding an immigration or employment visa required for your covered trip, provided you or your travelling companion were eligible to make such an application, for reasons beyond your or your travelling companion's control other than due to late application or a subsequent attempt for a visa that had already been refused in the past.
- 26. The non-issuance of your or your travelling companion's Canadian passport if required for your covered trip provided:
  - i) You and your travelling companion are eligible for a Canadian passport; and
  - ii) Proper application and all required documents have been received by Passport Canadawithin the timeframes specified by the Government of Canada.
- 27. The loss or theft of your or your travelling companion's valid passport or travel documents causing you to misconnect with a portion of your covered trip.
  - Benefits are limited to the lesser of \$1,000 or your sum insured for the change fee or the additional one way fare incurred by you to continue on your covered trip or to return to your departure point.
  - Excluded is any loss or theft as a result of:
    - a) property left unattended; or
    - b) destruction or damage from confiscation or detention by customs or other officials or authorities.

## Terrorism, Hijacking, & Travel Advisories

- 29. Hijacking of you, your travelling companion or the spouse or children of either.
- 30. An event, including act of terrorism, war, impending war or health issue, which causes the Government of Canada to issue an "Avoid Non-Essential Travel" or an "Avoid All Travel" advisory recommending Canadians not to travel to a country, region or city originally ticketed for a period that includes your covered trip. The travel advisory must be issued after the effective date of this insurance.
  - Payment is limited to the conditions described in "Limitation of payment for trip cancellation and trip interruption – act of terrorism" on page 26.
  - This benefit is not payable if the travel advisory is related to coronavirus, SARS or any mutation or variation of coronavirus or SARS.
  - This benefit is not payable if the **act of terrorism** is caused by the use of nuclear, chemical, or bio-chemical material.
  - This benefit is not payable if the cruise company changes its itinerary due to a travel advisory or warning.

#### **Family Pets**

- 31. a)For trip cancellation: injury, sickness or death of your family pet that first occurs within 72 hours of the originally scheduled departure date of your covered trip.
  - b)For trip interruption: **injury or sickness** or death of **your family pet** that is travelling with **you** on **your covered trip.**

For both "a)" and "b)" above:

 The sickness must be a first time ever occurrence and must not be as a result of a pre-existing condition;

- The injury or sickness must be emergent resulting in the family pet requiring your care:
- The death of the family pet must be sudden and not related to a pre-existing condition;
- You must provide the completed claim form along with complete medical documentation signed by a licensed veterinarian. Failure to do so will result in non-payment of the claim.
- Your family pet travelling with you must have received all necessary Bordetella shots at least 2 weeks prior to your departure date.
   Your family pet travelling with you must have a health certificate from a licensed veterinarian enabling the family pet to enter your covered trip destination country/countries.

#### What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 22.

# What We Pay - Trip Cancellation

You are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits or the amount as otherwise specified in the benefit, when a covered event listed on pages 9 to 16 causes you to cancel your covered trip, for any of the following applicable expenses incurred by you:

- For trip cost payments and deposits you made before your covered trip was cancelled, less any refunds or credits you are entitled to receive from any source;
- 2. The expenses incurred by you for the next occupancy level, if your travelling companion with whom you had booked prepaid shared accommodation cancels their travel arrangements for a Covered Event outlined on pages 9 to 16 and you elect to travel as originally planned. If this occurs you are advised to upgrade the amount of insurance on your covered trip;
- 3. The change fee charged by **your** originally booked travel supplier of **your** prepaid **covered trip** when

- such an option is made available by a licensed Canadian travel agency;
- 4. The cost to catch up to your trip if you qualify to cancel but choose instead to continue on your covered trip, providing the cost to catch up is less than the cost to cancel your covered trip;
- Published cancellation penalties imposed by hotels for unused accommodation.

**NOTE**: All cancellations must be reported to **your** travel agent within 72 hours following the unforeseen event that caused the cancellation. If **you** do not report the cancellation within the specified time period, claim payment will be limited to the cancellation penalties that were in effect within 72 hours of the event that caused cancellation.

## What We Pay - Trip Interruption

**You** are covered up to the lesser of the maximum amount shown on the Schedule of Maximum Benefits or the amount as otherwise specified in the benefit, when a covered event listed on pages 9 to 16 causes **you** to interrupt **your covered trip**, for any of the following applicable expenses incurred by **you**:

- The unused part of your prepaid cruise and/or covered land arrangements, less any refunds or credits you are entitled to receive from any source;
- 2. The lesser of a one way fare or change fees on existing tickets, less any refunds or credits you are entitled to receive from any source, to return to your departure point or to continue on your covered trip;
- 3. The extra expenses incurred, supported by original receipts and proof of payment, for commercial accommodation and meals, essential telephone calls and taxi fares up to \$175 per day to a maximum of \$350;
- 4. Published cancellation fees imposed for the early return of a rental vehicle prior to the contracted date of return:

- 5. Published cancellation fees imposed by hotels for unused accommodations;
- 6. In the event of your death from a covered injury or sickness while on your covered trip, reimbursement will be made, up to the amount specified in a) or b), for:
  - a) the reasonable and customary expenses incurred for preparing and transporting your remains or ashes back to your departure point; or
  - b) the cremation or burial of **your** remains at the location where death occurs up to \$3,000.

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

7. If you are required to interrupt your covered trip to attend a funeral or go to the bedside of a family member who was admitted to hospital you have the option to purchase a round-trip ticket and we will reimburse you for the cost of the round-trip ticket, up to the amount of a one way economy ticket back to your departure point.

# **TRIP DELAY**

# When It Applies

If your travel is delayed on or after your scheduled departure date.

**Special Note:** Trip Delay coverage is intended to help **you** with the extra expenses **you** incur to catch up to **your covered trip**. If **you** experience a delay **you** need to make reasonable efforts to continue on **your covered trip**.

#### What We Cover

The delay of **your covered trip** must directly result from any one of the following unforeseen events occurring on or after **your departure date**:

1. You or your travelling companion are delayed for at least 6 hours in arriving at your covered trip destination or returning to your departure point due to the delay, schedule change or cancellation of your or your travelling companion's common carrier.

- Delays, schedule changes and cancellations caused by strike, labour disruptions, bankruptcy, grounding of aircraft for failure to satisfy government safety regulations, coronavirus, SARS, or any mutation or variation of coronavirus or SARS or security alerts are not covered.
- 2. A delay of the private automobile in which you or your travelling companion are travelling as a result of:
  - a) a traffic accident documented by a police report;
  - b) mechanical failure;
  - c) weather conditions; or
  - d)emergency road closure by police documented by a police report

providing that **you** and **your travelling companion** left enough travel time to comply with the **travel supplier's** required check-in procedure.

- A delay in clearing customs and security controls due to your or your travelling companion's mistaken identity.
- 4. Special events benefit: If the primary purpose of your covered trip is to attend a wedding, funeral, sporting event, ticketed performance, or conference and you are delayed in arriving at your destination for any reason beyond your control, we will reimburse you up to \$1,000 for alternate scheduled transportation to get you to your destination in time for the occasion.
- 5. Cancellation of a domestic Canadian common air carrier that is providing a portion of your covered trip. We will reimburse you up to \$1,000 for the non-refundable prepaid airfare of a domestic carrier that is no longer useful for your covered trip.
- For items 1 to 5 above, if your travel arrangements were not made through a licensed Canadian travel agency, travel delay benefits will apply provided your travel arrangements meet the following connection times:
  - a) 2 hours between domestic airline connectors:

- b)3 hours between international or Canada/USA connections:
- c) 6 hours between mixed connections such as an airline connecting to a land tour or cruise.
- The arrival of your cruise ship at its final destination port is delayed by at least 3 hours causing you to miss your scheduled flight to your next destination.

#### What We Exclude

The exclusions that apply to this coverage are listed in the Policy Exclusions section beginning on page 22.

# What We Pay

- You are covered up to the maximum amount shown on the Schedule of Maximum Benefits for Trip Delay for the following applicable expenses incurred by you:
  - a) The change fee or the additional **fare** incurred by **you** while **you** are travelling to:
    - i) continue on your covered trip; or
    - ii) return to your departure point;
  - b) The unused, non-refundable insured portion of the prepaid expenses as long as such expenses are supported by proof of purchase and are not reimbursable by any other source, less the value of the unused travel ticket;
  - c) Up to \$100 for additional pet care expenses **you** incur as long as the delay in **your** return is 24 hours or more:
- In addition, you are covered for the cost of meals, commercial accommodation, essential telephone calls, taxi fares and parking charges resulting from a delay up to \$175 per day, to a maximum of \$350 supported by original receipts and proof of payment.

The maximum benefit amount for Trip Delay will be reduced by any amounts paid or payable by any common carrier responsible for your covered trip.

# **POLICY EXCLUSIONS**

# Exclusions only applicable to the Trip Cancellation section of this Policy:

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

- 1. Coronavirus, SARS or any mutation or variation of coronavirus or SARS. This exclusion does not apply to Trip Cancellation benefit 1a.
- Failure of any tour operator, common carrier, or other travel supplier, person or agency to provide the confirmed travel arrangements for reasons other than bankruptcy.
- 3. Any event or reason if this **policy** is not purchased prior to or within 72 hours of the final payment date.

# Exclusions only applicable to the Trip Interruption section of this Policy:

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

- 1. Coronavirus, SARS or any mutation or variation of coronavirus or SARS. This exclusion does not apply to Trip Interruption benefit 1a.
- Failure of any tour operator, common carrier, or other travel supplier, person or agency to provide the confirmed travel arrangements for reasons other than bankruptcy.
- 3. A return delayed more than 10 days beyond your scheduled date of return, unless you, a family member travelling with you, or a travelling companion were admitted to hospital for at least 24 consecutive hours within this 10 day period.

# Exclusions applicable to all sections of this Policy:

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

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

STABILITY TABLE			
Age	Stability Period	Counting Back From	
For Trip Cancellation Benefits			
0-59	60 days	Effective Date	
60+	90 days	Ellective Date	
For Trip Interruption Benefits			
0-59	60 days		
60-74	90 days	Departure Date	
75+	180 days		

- Where your trip cost is in excess of \$15,000, a non-traveller's pre-existing condition that was not stable in the 180 days prior to the effective date of this policy which gives rise to a claim under Trip Cancellation or Trip Interruption.
- 3. Any **sickness** or **injury** resulting from:
  - a heart condition involving the taking of nitroglycerine more than once per week for the relief of angina within the time periods listed in the Stability Table
  - a lung condition treated with home oxygen or the taking of oral steroids (prednisone or prednisolone) within the time periods listed in the Stability Table;
- Any event that might cause your covered trip to be cancelled or abandoned, which you or your travelling companion had knowledge of at the time of purchasing this insurance;
- 5. Consequential loss of any kind including loss of enjoyment of **your covered trip** from any cause;
- Your mental or emotional disorders including, but not limited to stress, anxiety and depression unless admitted to hospital. This exclusion is not applicable to major psychiatric illness such as psychosis, schizophrenia and major affective mood disorders;
- 7. Any elective medical treatment;

- 8. **Your** use of drugs, alcohol, or any medication that results directly or indirectly in the condition causing a claim;
- Any sickness or injury resulting from long term excessive consumption of alcohol or drugs;
- Your attempted suicide or any intentionally self-inflicted injury unless admitted to hospital;
- 11. Your participation in adventurous activities;
- 12. **Your** participation in organized professional sporting activities;
- Driving a motorcycle, moped, or scooter, whether or not you are driving on publicly maintained roads, driving off-road or on private property (unless you hold an applicable valid Canadian driver's license);
- 14. Your riding, driving or participating in:
  - a. motorized races of speed or,
  - b. races of endurance;
- Piloting an aircraft or air travel on any air supported device other than as a fare-paying passenger on a flight operated by a common carrier;
- Fraud, concealment or deliberate misstatement in relation to any matter affecting this insurance or in connection with the making of any claim hereunder;
- 17. **Your** participation in a crime or malicious act;
- 18. Participation in a riot or insurrection;
- 19. Except as provided under Trip Cancellation (#30 act of terrorism page 16), war or act of war (whether declared or undeclared), invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection or military uprising or usurped power;
- Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or bio-chemical agents and substances;
- Participation in the armed forces except as provided under Trip Cancellation and Trip Interruption Covered Events page 14 item #20;

- 22. Events related to "Avoid Non-Essential Travel" and "Avoid All Travel" advisories issued by the Government of Canada prior to your effective date that were or continue to be in effect for any country, region or city of destination on your covered trip, as reflected in your travel itinerary;
- 23. Orbital and suborbital flights;
- 24. A condition that is directly or indirectly related to any medical condition for which you have declined or delayed recommended treatment, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this policy;
- 25. **Contamination** resulting from radioactive material or nuclear fuel or waste; or
- 26. Any trip outside your province or territory of residence as a driver, operator, co-driver, crewmember, or passenger on any commercial vehicle used to carry goods for sale, resale or income.

# **GENERAL POLICY PROVISIONS**

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

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

**Concealment and misrepresentation:** The entire coverage will be void, if before, during or after a loss,

any **material fact** or circumstance relating to this **policy** has been concealed or misrepresented.

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

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

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

**Coordination of benefits**: The **company** will coordinate benefits payable under this **policy** with benefits available to **you** under any other policy or plan, so that payments made under this **policy** and from all other sources will not exceed 100% of the eligible expenses incurred.

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

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

Limitation of payment for trip cancellation and trip interruption - act of terrorism: In the event of an act of terrorism, Trip Cancellation and Trip Interruption benefits will be paid out of a fund limited to \$1,000,000 per act of terrorism or a series of acts of terrorism occurring within a 72 hour period and applying to all policies issued by the company.

Regardless of the number of **acts of terrorism** the maximum liability of the fund under this **policy** and all other policies issued by the **company** is limited to \$2,000,000 per calendar year.

If in **our** opinion the total number of Trip Cancellation and Trip Interruption claims payable due to one or more **acts of terrorism** may exceed the available fund limit, **your** pro-rated claim will be paid after the end of the calendar year.

Limitation of payment for trip cancellation and trip interruption - bankruptcy of a travel supplier: The company's maximum liability under this policy and all other policies issued by the company as a result of the bankruptcy of any one contracted travel supplier is \$1,000,000 regardless of the number of claims. Where the aggregate limit of \$1,000,000 is exceeded, claims will be paid on a pro-rata basis.

The **company's** maximum liability under this **policy** and all other policies issued by the **company** for **bankruptcy** of a travel supplier is limited to \$3,000,000 per calendar year regardless of the number of **bankruptcies** of contracted travel suppliers. Where the aggregate eligible claims in a calendar year exceed \$3,000,000 claims will be paid on a pro-rata basis and will be paid after the end of the calendar year.

In the event of a **bankruptcy**, the amount payable under this **policy** for actual financial loss to **you** is limited to the amount in excess of:

- 1) the amount recoverable from a provincial compensation fund; and
- 2) any available credit card chargebacks; and
- 3) any funds available to **you** as an unsecured creditor of the **travel supplier**,

up to the **sum insured** to a maximum of \$3,500. This **policy** will not pay any other amounts with respect to such loss, and will in no circumstances provide or be

deemed to provide primary coverage in respect of such loss.

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

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

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

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

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

**Subrogation**: If **you** suffer a loss caused by a third party, the **company** has the right to subrogate **your** rights of recovery against the third party for any benefits payable to or on **your** behalf, and will, at its

own expense and in **your** name, execute the necessary documents and take action against the third party to recover such payments. **You** must not take any action or execute any documents after the loss that will prejudice the **company**'s rights to such recovery.

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

# **DEFINITIONS**

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

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

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

**Bankruptcy** means the inability to provide contracted services due to total cessation or

complete suspension of operations due to financial insolvency, with or without the filing of a Bankruptcy petition, whether voluntary or involuntary, by a tour operator, cruise line, airline or other travel supplier.

**Business partner** means an individual who has at least a 20% ownership interest in a commercial enterprise in which **you** also have at least a 20% ownership interest; and **you** are both actively engaged in the daily management of the business.

**Caregiver** means the person with whom arrangements were made to care for **your** dependent(s) during the period of **your covered trip** and who cannot reasonably be replaced.

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

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

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

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

Covered trip means travel arrangements insured by this policy commencing on the departure date and ending on the expiry date, both as shown on the policy confirmation.

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

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

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

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

**Emergency assistance provider** provides the **emergency** service 24 hours a day, 7 days a week, during **your** Period of Coverage. (See page 8)

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

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

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

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

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

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

**Host at destination** means the person with whom **you** have arranged overnight accommodation for the majority of **your covered trip** at their usual place of residence, not including commercial facilities.

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

**Key employee** means an employee whose continued presence is critical to the ongoing affairs of **your** business during **your** absence.

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

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

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

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

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

**Natural disaster** means a disaster resulting from natural causes including flood, hurricane, tornado, earthquake, volcanic eruption or blizzard.

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

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

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

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

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

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

**Scheduled airline** means any airline licensed for the transportation of passengers for hire, and which maintains regular published schedules (including any chartered flights by such airlines or licensed tour companies).

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

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

Stable means a medical condition where:

- 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 to any existing prescribed drug (including an increase,

decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If **you** require a routine adjustment to the dosage of **your** prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed or stopped) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and

- the medical condition has not become worse; and
- 4. there has not been any new, more frequent or more severe symptoms; and
- 5. there has been no hospitalization or referral to a specialist; and
- 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**.

**Sum insured** means the amount of insurance coverage **you** have purchased for the benefit indicated.

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

**Travel supplier** means any entity or organization that coordinates or supplies travel services for **you**.

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

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

You or your means a person who is eligible and named on the policy confirmation for insurance

under this **policy** and for whom the required premium has been paid.

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

# **CLAIMS INFORMATION**

# If You Are Travelling

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

#### **Contact Us**

**Travel Claims Department** 

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

Toll Free in Canada & USA: 1-888-526-0111
Direct: 905-523-4731

Toll Free Fax: 1-866-551-1704 Fax: 905-528-8338

Email: traveladmin@orican.com

#### **How To Submit A Claim**

You can submit a claim directly on our website:: www.oldrepubliccanada.com/Claims/TAI

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

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

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

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

Proof of a Claim shall include:

- the completion of any claim forms furnished by the company;
- original receipts;
- 3. a written report, complete with the diagnosis by the attending **physician**, if applicable; and
- 4. any other form of documentation required by the company to validate your claim (for example, a letter from the airline confirming the cause of the change in the scheduled flight or the delay).

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

# **Claim Payments**

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

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

#### **Limitation of Action**

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

# **PRIVACY**

The **company** is committed to protecting **your** privacy. Collecting personal information about **you** is essential to **our** ability to offer **you** high-quality insurance products and service. The information provided by **you** will only be used for determining **your** eligibility for coverage under the **policy**, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, such as other insurance companies, health organizations and government health insurance plans to adjudicate and process

any claim. In the event that **we** must share **your** information with a third party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the third party conducts business. **We** take great care to keep **your** personal information accurate, confidential and secure.

Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If you have any questions about the company's privacy policy, please visit <a href="www.orican.com/privacy">www.orican.com/privacy</a>, or contact our Privacy Officer at <a href="mailto:privacy@orican.com">privacy@orican.com</a> or 1-800-530-5446.

#### Underwritten by:

Janin.

Old Republic Insurance Company of Canada

Jason Smith, CPA, CA
President and Chief Executive Officer
February 2024
TACIF0224

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

37

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

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

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

