belairdirect.
travel insurance

Belair Insurance Company Inc.
(Insurer)

Travel Insurance Policy
Journey travel plan

DETAILS ABOUT *YOUR* POLICY

Italicized words in this policy have specific meanings explained in the "DEFINITIONS" section.

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

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

Your policy may not provide coverage for *medical conditions* and/or symptoms that existed before *your trip*. Check to see how this applies in *your* policy and how it relates to *your* departure date, date of purchase or *effective date*.

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

If *you* have a medical *emergency*, *you* must notify *Global Excel* immediately before seeking medical treatment. However, if *you* are unable to do so, because *you* are medically incapacitated, someone else must call on *your* behalf as soon as is reasonably possible. If *you* (or someone else on *your* behalf) do not call when the *emergency* occurs or as soon as reasonably possible, *eligible expenses* will be reimbursed at 70% of *reasonable and customary* costs. *You* will be responsible for payment of any remaining charges.

IMPORTANT: *You* must notify *Global Excel* prior to any treatment. *Your* policy may limit benefits should *you* fail to do so within a specific time period. Some of the expenses and services eligible for payment under this policy must be pre-approved and arranged in advance by *Global Excel*.

IN THE EVENT OF A MEDICAL *EMERGENCY*
***You* must contact *Global Excel* immediately:**
1 800 709.3420 in Canada/USA
800 514.7983 in Mexico
819 566.1002 collect Worldwide

PLEASE READ THIS POLICY CAREFULLY.

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

This policy contains clauses which may limit coverage.

RIGHT TO EXAMINE POLICY: If this is the initial policy, the *applicant* has the right to cancel this policy within 10 days of receipt of the policy and receive a full refund. Upon such request, this policy will be considered to never have been in effect and the *Insurer* will have no liability under this insurance. The *applicant* must notify the *Administrator* immediately if they wish to cancel their coverage and written confirmation must be received within 10 days of receipt of the policy.

For new policies issued after the initial policy, see I GENERAL INFORMATION, H. CANCELLATION AND/OR REFUND OF PREMIUM.

Belair Insurance Company Inc. (*Insurer*) provides the insurance for this policy. This insurance is administered by belairdirect Agency Inc. (*Administrator*). Global Excel Management Inc. (*Global Excel*) has been appointed as belairdirect's travel claims and assistance service provider under this policy.

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I GENERAL INFORMATION

A. ELIGIBILITY

To be eligible for insurance under this Travel Insurance, *you* must:
a) be a *member*, or a *spouse* or *dependent* of a *member*;
b) be a Canadian resident; and
c) be insured under *your Provincial or Territorial Health Insurance Plan*.

A *dependent* may be covered under Couple or Family Coverage (refer to I GENERAL INFORMATION, D. COVERAGE OPTIONS), but cannot apply for coverage under this insurance individually.

B. APPLYING FOR COVERAGE

To apply for coverage under this insurance, *you* must complete the Application for Insurance form and return it with a personal cheque marked VOID to the *Administrator*. Premiums will be deducted through pre-authorized chequing. The *effective date* of insurance is the date the *Administrator* receives *your* completed, signed and dated Application for Insurance form. *Your* Application for Insurance form must be completed and received by the *Administrator* before *your day of departure* in order for coverage to be effective.

Your policy has an additional feature to provide a new 62-day or 93-day Base Plan policy, issued for a maximum of one year, commencing on the day immediately following the *expiry date* of this policy, based on *your* previous *policy year*'s Base Plan selection. At the new Base Plan policy *effective date*, the 93-day Base Plan selection and/or *deductible amount* may only be changed within 60 days from the first premium deduction for that *policy year*, provided no claim has been submitted or is pending.

You will receive written notification in advance of *your* 62-day or 93-day Base Plan coverage being issued under the new policy terms and conditions and the new premium rates in effect for the new *policy year*.

Coverage will begin on the *effective date* of the new 62-day or 93-day Base Plan policy, provided the required premium is paid, unless *you* provide written notice of termination to the *Administrator* within 60 days from the first premium deduction for the new *policy year*; or the *Administrator* provides *you* with written notice of termination within 60 days from the first premium deduction for the new *policy year*. If *you* no longer meet the eligibility requirements of the policy, *you* must advise the *Administrator* immediately.

C. *YOUR* PREMIUM PAYMENT

Premium payments are paid through pre-authorized bank deductions. Supplemental Plan premiums are based on the Total *Trip* Duration increments of 94-98, 99-107, 108-122, 123-137, 138-152, 153-167, 168-182, 183-197 and 198-212 days. For example, a *trip* of 99 days would have the same premium as a *trip* of 104 days, as Supplemental Plans have a set premium for a Total *Trip* Duration ranging anywhere from 99 to 107 days. When purchasing two or more Supplemental Plans during a *policy year*, the full premium for each Supplemental Plan total *trip* duration must be paid.

When applying for a new 62-day Base Plan or 93-day Base Plan after commencement of the *policy year*, the premium for *your* 62-day Plan or 93-day Base Plan will be pro-rated from the *effective date* to the *expiry date*. If *you* initially applied for the 62-day Base Plan and wish to upgrade to the 93-day Base Plan during the *policy year*, *you* must pay the premium required for a full *policy year* under the 93-day Base Plan, less any amounts *you* previously paid towards your 62-day Base plan for the *policy year*.

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

D. COVERAGE OPTIONS

The following coverage options are available at enrollment and when *you* have paid the appropriate premium:
- Single Coverage – available to the *member* or a *spouse* of a *member*
- Couple Coverage – available to the *member* and the *spouse* of a *member*; or to a *member* and one *dependent*
- Family Coverage – available to the *member*, the *spouse* of a *member* and *your dependent(s)*.

E. WHEN DOES *YOUR* COVERAGE BEGIN AND END?

Your coverage for *Emergency* Medical Insurance benefits, for each *trip* begins on *your day of departure* from *your province or territory of residence*.

For *trips* taken outside of Canada, *your* 62-day or 93-day Base Plan coverage for *Emergency* Medical Insurance benefits ends on the earliest of:
a) the day *you* return to *your province or territory of residence*; or
b) the day *you* have been outside Canada for more than 62 consecutive days, including the day *you* left Canada, if *you* selected the 62-day Base Plan; or
c) the day *you* have been outside Canada for more than 93 consecutive days, including the day *you* left Canada, if *you* selected the 93-day Base Plan.

For *trips* taken outside of *your province or territory of residence*, but within Canada, *your* coverage for *Emergency* Medical Insurance benefits ends on the actual day *you* return to *your province or territory of residence*.

If *you* purchased the Supplemental Plan, *your* coverage includes the additional coverage for a single *trip* in excess of 93 consecutive days outside Canada, as shown on *your confirmation of coverage*. A 93-day Base Plan is required in order to purchase a Supplemental Plan.

Your Supplemental Plan single *trip* coverage begins on the day *you* leave Canada as indicated on *your confirmation of coverage*.

Your Supplemental Plan single *trip* coverage ends on the earlier of:
a) the day *you* return to *your province or territory of residence*; or
b) the day *you* exceed the maximum number of days purchased for *your* Supplemental Plan single *trip*, starting from the day *you* leave Canada as shown on *your confirmation of coverage*.

However, if *you* return to *your province or territory of residence* for an unexpected temporary visit prior to *your day of return* indicated on *your confirmation of coverage*, provided *you* have not incurred a claim on *your* Supplemental Plan and *you* did not receive medical treatment for a *medical condition* (other than a *minor ailment*) during *your* stay in *your province or territory of residence*, *your* Supplemental Plan coverage may resume with no additional premium once *you* leave *your province or territory of residence* to resume *your trip*. The premium for the number of days of *your* temporary return will not be refunded or reissued. If, during *your* temporary visit *you* are treated or *you* receive medical treatment for a *medical condition* (other than a *minor ailment*), *your* Supplemental Plan will terminate and *you* may be eligible for a partial refund (see part I – GENERAL INFORMATION, H. CANCELLATION AND/OR REFUND OF PREMIUM).

Your coverage for Trip Cancellation Insurance benefits, under the 62-day or 93-day Base Plan and the Supplemental Plan, begins on the *day of booking your trip*, when *your* insurance policy is in effect on the *day of booking your trip*. If *you* book *your trip* prior to *your* insurance being in effect, *your* coverage for Trip Cancellation Insurance benefits will begin on the date the insurance premium is paid and the policy is issued.

Your coverage for Trip Cancellation Insurance benefits ends on the earliest of:
a) *your day of departure*; or
b) the day the covered event occurs, which causes the cancellation of *your trip*; or
c) the day *you* cancel *your trip*.

Please note: For claims related to an *injury* or *illness*, the day the covered event occurs shall be considered to be the date of the diagnosis of a new *medical condition* or the date that a *physician* advises *you* that *your medical condition* requires the delay or cancellation of *your trip*.

After the date the covered event occurs, no benefits shall be payable for any cancellation penalties incurred, nor for any additional payments made for *your trip*.

F. EXTENDING *YOUR TRIP*

If *you* have not had a claim or any reason to believe *you* will submit a claim and want to extend *your trip*, *you* must contact the *Administrator* to arrange for an extension of coverage before *your* current *trip termination date*. If *you* are eligible for an extension of coverage, written notification will be sent to *you* and *your* premium will be adjusted on the next monthly premium deduction date. If *you* have had a claim or any reason to believe *you* will submit a claim, the *Insurer* must approve *your* request for an extension. Unless approved by the *Insurer* in writing, coverage for an existing *medical condition* may be excluded. Please see section IV EXCLUSIONS & LIMITATIONS, No. 24.

G. AUTOMATIC EXTENSION OF COVERAGE

Coverage is automatically extended beyond *your trip termination date*, provided *you* still meet the eligibility requirements in section I GENERAL INFORMATION, A. ELIGIBILITY, in the following circumstances:

1. **Hospitalization** – This insurance provides an automatic extension of coverage if on *your trip termination date*, *you*, *your travelling companion*, or *family member* travelling with *you* is confined to a *hospital* due to an *emergency*. Under such circumstances, coverage will remain in force for as long as *you*, *your travelling companion* or *family member* remains confined to *hospital* and will be extended up to 72 additional hours following discharge from *hospital*.

2. **Medical *Emergency* Preventing Travel** – An automatic extension of coverage is provided for a maximum of 5 days if on *your trip termination date you*, *your travelling companion*, or *family member* travelling with *you* is unable to travel due to a medical *emergency* that does not require hospitalization.

3. **Medically Unfit to Travel** – If *you*, *your travelling companion*, or *family member* travelling with *you* is medically unfit to travel due to an *emergency*, *your* coverage will remain in force while such person is unfit to travel and for up to 72 hours following the date the treating *physician* or *common carrier* deems that person stable to return to the principal residence or the *province or territory of residence*.

4. **Delay of Transportation** – An automatic extension of coverage up to 72 hours applies when:
   a) the delay of a *common carrier* in which *you* are a passenger causes *you* to miss *your* scheduled return to *your* principal residence or *province or territory of residence*; or
   b) the personal *vehicle* in which *you* are travelling is involved in an accident or mechanical breakdown that prevents *you* from returning to *your* principal residence or *province or territory of residence* on or before *your day of return*; or
   c) *you* must delay *your day of return* to *your* principal residence or *province or territory of residence* by the personal means of transportation in which *you* are travelling, due to extreme weather conditions on *your day of return*.

***You* are required to notify *Global Excel* in the foregoing circumstances prior to the *trip termination date*. Failure to notify *Global Excel* by such time may result in coverage not being extended.**

In no circumstances will coverage be extended to more than 365 days from *your day of departure*.

H. CANCELLATION AND/OR REFUND OF PREMIUM

To request a cancellation and/or refund of premium, the following provisions apply. All requests must be made in writing to the *Administrator*:

a) *Your* 62-day or 93-day Base Plan cannot be terminated after the *effective date*, and all outstanding premium is owed, except under the following circumstances:
   - In the event of *your* death, a partial refund may be available, provided no claims have been incurred. In such cases, the Administrator must receive proof of death and the refund will be issued to *your* estate.
   - For new policies issued after the initial policy, *you* may cancel coverage and be entitled to a refund of premium if *you* provide a written request for termination of coverage to the Administrator within 60 days from the first premium deduction date for that *policy year*, provided no claims have been incurred.

b) A refund, partial refund or adjustment of premium may be available under the Supplemental Plan in the following circumstances:
   - Before *your day of departure*, *you* may cancel *your* Supplemental Plan or reduce the number of coverage days purchased.
   - In the event that a situation covered under this insurance occurs before *your day of departure* which necessitates a Trip Cancellation, *you* may request a refund of premium for the unused Supplemental Plan days of coverage, or alternatively, request a change in *your* Supplemental Plan *trip* dates.
   - In the event of an early return from a *trip*, *you* may request a partial refund or adjustment of premium, provided no *Emergency* Medical, Baggage or Trip Interruption & Delay Insurance claims have been made or are pending on the Supplemental Plan. Proof of early return must be provided in the form of: a stamped passport, airline ticket or boarding pass, credit card receipt, border crossing slip, or any signed and dated document that proves *you* have returned to *your province or territory of residence*.

A partial refund or adjustment of premium is only available if the change in *your* Total *Trip* Duration results in a different premium. Please refer to I GENERAL INFORMATION, C. *YOUR* PREMIUM PAYMENT for more information on Supplemental Plan Total *Trip* Duration increments.

II PLAN DESIGN

This Travel Insurance provides *Emergency* Medical and Non-Medical Insurance benefits as indicated below. *Emergency* Medical Insurance benefits are available for *trips* taken outside *your province or territory of residence*. Unless otherwise stated, all dollar amounts shown under this insurance are in Canadian currency. All benefits are subject to Exclusions & Limitations as outlined in section IV.

A. 62-DAY BASE PLAN

The 62-day Base Plan includes:

Up to a maximum aggregate of $10,000,000 *Emergency* Medical Insurance benefits per *insured person*, per *trip* for an unlimited number of *trips*, outside of Canada, not exceeding 62 consecutive days. *Trips* taken outside of *your province or territory of residence*, but within Canada, can be of any duration within the *policy year*. Proof of departure from *your province or territory of residence* is required if a claim occurs.

For *trips* which include travel both within and outside Canada, *you* may travel outside Canada multiple times, for up to 62 consecutive days each time *you* leave Canada, including the day *you* left Canada. Under the 62-day Base Plan *you* cannot be outside Canada for more than 62 consecutive days, without returning to Canada. Refer to I GENERAL INFORMATION, E. WHEN DOES *YOUR* COVERAGE BEGIN AND END? for information on when coverage ends under *your* 62-day Base Plan.

If *you* will be outside Canada for more than 62 consecutive days without returning to Canada, *you* must upgrade to a 93-day Base Plan, or if *your* stay outside Canada will be longer than 93 consecutive days, purchase a Supplemental Plan until the day *you* return to *your province or territory of residence*.

Non-Medical Insurance benefits include up to a maximum of $8,000 Trip Cancellation, Interruption & Delay Insurance benefits per *insured person*, per *trip*. This applies only to *trips* booked prior to *your day of departure*.

B. 93-DAY BASE PLAN

The 93-day Base Plan includes:

Up to a maximum aggregate of $10,000,000 *Emergency* Medical Insurance benefits per *insured person*, per *trip* for an unlimited number of *trips*, outside of Canada, not exceeding 93 consecutive days. *Trips* taken outside of *your province or territory of residence*, but within Canada, can be of any duration within the *policy year*. Proof of departure from *your province or territory of residence* is required if a claim occurs.

For *trips* which include travel both within and outside Canada, *you* may travel outside Canada multiple times, for up to 93 consecutive days each time *you* leave Canada, including the day *you* left Canada. Under the 93-day Base Plan *you* cannot be outside Canada for more than 93 consecutive days, without returning to Canada. Refer to I GENERAL INFORMATION, E. WHEN DOES *YOUR* COVERAGE BEGIN AND END? for information on when coverage ends under *your* 93-day Base Plan.

If *you* will be outside Canada for more than 93 consecutive days without returning to Canada, *you* must purchase a Supplemental Plan until the day *you* return to *your province or territory of residence*.

Non-Medical Insurance benefits include up to a maximum of $8,000 Trip Cancellation, Interruption & Delay Insurance benefits per *insured person*, per *trip*. This applies only to *trips* booked prior to *your day of departure*.

C. SUPPLEMENTAL PLAN

If *you* purchased the Supplemental Plan, *your* coverage includes the additional coverage for a single *trip* in excess of 93 consecutive days outside Canada, as shown on *your confirmation of coverage*. The number of days must be purchased to cover the entire duration of *your* travel, starting from the day *you* leave Canada for a period of more than 93 consecutive days until *you* return to *your province or territory of residence*. Coverage is available up to the maximum number of days allowed under *your Provincial or Territorial Health Insurance Plan* in *your province or territory of residence*.

The entire duration of *your* Supplemental Plan single *trip*, as shown on *your confirmation of coverage* must occur between the day *you* leave Canada and the day *you* return to *your province or territory of residence*. Should *your* travel dates change prior to leaving Canada, *you* must contact the *Administrator* to ensure *your* coverage is valid for *your trip*.

A 93-day Base Plan is required in order to purchase a Supplemental Plan.

When purchasing two or more Supplemental Plans, the full premium for all *trips* must be paid.

Non-Medical Insurance benefits include up to a maximum of $8,000 Trip Cancellation, Interruption & Delay Insurance benefits per *insured person*, per *trip*. This applies only to *trips* booked prior to *your day of departure*.

Changing *your Day of Departure* or *Day of Return*
If there is a change in *your day of departure* or *your day of return* as indicated on *your confirmation of coverage*, *you* must contact the *Administrator* before *your day of departure* or if *you* have already left on a *trip*, before *your* current coverage expires. Evidence of *your day of departure* will be required at the time of claim. Unless specified otherwise, *your* coverage will begin and end as described in section I GENERAL INFORMATION, E. WHEN DOES *YOUR* COVERAGE BEGIN AND END?

D. DEDUCTIBLE OPTION

The *deductible amount* (if applicable) is based on the amount indicated on *your confirmation of coverage*. The *deductible amount* applies to each unrelated claim for any benefit paid under the *Emergency* Medical Insurance benefits only and not to Trip Cancellation, Interruption & Delay Insurance benefits.

If a *deductible amount* applies (as indicated on *your confirmation of coverage*), the expenses covered will be limited to the *eligible expenses* described in *your* policy, after the application of the deductible.

An optional *deductible amount* must be selected at the time of *your* application for insurance or *effective date*. At the *effective date* of a new Base Plan policy, the optional *deductible amount* may only be selected or changed within 60 days from the first premium deduction for that *policy year*, provided no claim has been submitted or is pending.

III *EMERGENCY* MEDICAL AND NON-MEDICAL INSURANCE BENEFITS

A. *EMERGENCY* MEDICAL INSURANCE BENEFITS

This Travel Insurance covers *reasonable and customary* expenses arising from a medical *emergency*, up to the amounts specified and a maximum aggregate of $10,000,000 per *insured person*, per *trip* for an unlimited number of insured *trips* outside *your province or territory of residence*, which are in excess of any *deductible amount* specified on *your confirmation of coverage*.

You must contact *Global Excel* before *you* seek medical attention. If *you* are unable to call because *you* are medically incapacitated, someone else (such as a relative, friend, *nurse*, *physician*, or medical provider) must contact *Global Excel* on *your* behalf as soon as is reasonably possible. If *you* (or someone else on *your* behalf) do not call *Global Excel* or if *you* choose to seek care from a non-recommended medical service provider, *your* coverage will be limited to 70% of *eligible expenses* payable under *Emergency* Medical Insurance benefits. *You* will be responsible for payment of any remaining charges.

IMPORTANT: *Global Excel* must pre-approve and arrange *eligible expenses* and benefits (items # 1 to 8) in advance. To receive reimbursement for *eligible expenses* or benefits (items # 9 to 13), *you* must submit original receipts at time of claim.

All expenses and benefits under this insurance are subject to the Exclusions & Limitations outlined in section IV.

***Eligible expenses* include:**

1. ***Emergency* Medical Expenses** – This benefit covers the cost of *emergency treatment* for the following:
   a) *Hospital* room and board, including an intensive care or coronary care unit, charges for standard ward accommodation, semi-private room, or private room charges when a private room is certified as *medically necessary* by the attending *physician*;
   b) Other *hospital* services and supplies;
   c) Medical, surgical or anesthetic treatment by a licensed *physician*;
   d) X-rays and other diagnostic tests;
   e) Use of an operating room, anesthesia and surgical dressings;
   f) Cost of licensed ground ambulance service;
   g) Outpatient *emergency* room charges;
   h) Prescription drugs or medication prescribed by a *physician*, limited to a 30 day supply;
   i) Rental cost of a wheelchair, or the rental or purchase of minor medical appliances such as crutches, braces and other necessary medical appliances.

2. **Air *Emergency* Transportation or Evacuation** – This benefit covers the cost of the following, when medically required and approved in advance and arranged through *Global Excel*:
   a) Air ambulance to the nearest appropriate medical facility or to a Canadian *hospital*;
   b) The cost of a one-way economy airfare transportation by the most effective route to return *you* to *your province or territory of residence*;
   c) A return economy airfare on a commercial flight and the usual fees and expenses for a qualified medical attendant to accompany *you* to *your province or territory of residence*;
   d) Expenses for (i) an economy seat, or (ii) the number of economy seats required to accommodate a stretcher to transport *you* back to *your province or territory of residence* following hospitalization as a result of an *emergency*.

3. **Private Duty Nursing Expenses** – This benefit covers up to a maximum of $10,000 per *insured person* for professional private duty nursing services (in a *hospital* only) by a registered graduate *nurse* when *medically necessary*.

4. **Transportation to the Bedside** – This benefit covers the cost of a round-trip economy class fare by the most effective route (air, bus or train) from Canada to bring one of *your family members* or a close friend to be with *you*;
   a) if *you* have been confined in a *hospital* for at least 3 consecutive days and had been travelling alone;
   b) if *you* and *your travelling companion* have both been confined in a *hospital* for at least 3 consecutive days;
   c) if *you* have been confined in a *hospital* and are travelling with children that are under age 21 and are dependent on *you* for support;
   d) to identify a deceased *insured person* prior to release of the body, where necessary.

   For benefits a) to c) above to be payable, *your* attending *physician* must verify in writing that *your* medical situation is serious enough to warrant the visit.

   Global Excel must approve and arrange this benefit in advance.

   NOTE: *Your family member* or close friend travelling to be at *your* bedside is not covered under this insurance.

5. **Return of *Dependent*, Grandchild, Niece or Nephew with Escort** – If a *dependent*, grandchild, niece or nephew under the age of sixteen (16) is travelling with *you* on the same *trip* and is left unattended because *you* are hospitalized for a period of 48 hours or more, or *you* must return to Canada because of a medical *emergency*, this benefit will arrange for and cover:
   a) the extra cost of one-way economy transportation by the most direct route to return *your dependent* to *your province or territory of residence*; or
   b) the cost of return economy transportation, for an escort, when *Global Excel* deems such escort necessary.

6. **Repatriation or Burial** – If an event occurs that causes *your* death while on a *trip*, this benefit covers up to a maximum of $5,000 per *insured person* for:
   a) the cost of preparation of *your* remains (including cremation); and/or
   b) transportation of *your* remains to *your province or territory of residence*; and/or
   c) the cost of burial at the place of death.

   This benefit does not cover the cost of a burial coffin or urn.

7. ***Vehicle* Return Benefit** – This benefit covers up to a maximum of $5,000 for eligible and actual expenses incurred by *you* for the return of a *vehicle* if *Global Excel*'s medical advisors in consultation with *your* attending *physician* (where applicable), determine that neither *you* nor *your travelling companion* is able to operate *your* owned or rental *vehicle*, due to *your illness*, *injury* or death while travelling outside *your province or territory of residence*.

   Eligible expenses for reimbursement are:
   a) the cost of the return of *vehicle* performed by a commercial rental agency to *your province or territory of residence* within 30 days of *your* return to Canada; or
   b) the following necessary and reasonable expenses incurred by an individual returning the *vehicle* on *your* behalf: fuel, meals, overnight accommodation, one-way economy airfare transportation.

   This benefit does not cover expenses incurred by anyone travelling with the person returning the *vehicle*. To be covered these expenses must be supported by original commercial receipts. Any other expenses including mileage reimbursement or lost wages by the person driving the *vehicle* are not covered. Benefits will only be payable when pre-approved and/or arranged by *Global Excel*.

8. ***Pet(s)* Return Benefit** – This benefit covers up to a maximum of $500 for the actual cost of a one-way transportation *you* incur for the return of *your pet(s)* to *your province or territory of residence* if *you* must interrupt *your trip* and are eligible for Trip Interruption & Delay Insurance coverage (after *day of departure*). Any other charges related to the return of the *pet(s)* are *your* responsibility.

   The *Pet(s)* Return Benefit is also available if *you* are returned to Canada as described under Benefit # 2, Air *Emergency* Transportation or Evacuation Benefit.

9. **Physiotherapy and Other Professional Services** – When prescribed by a *physician* and approved in advance by *Global Excel*, this benefit covers up to a maximum of $500 per profession per *insured person* for professional services of an osteopath, podiatrist, physiotherapist, chiropractor, or chiropodist while on *your trip*.

10. ***Emergency* Dental Expenses** – This benefit covers up to a maximum of $5,000 per *insured person* for the cost of repair or replacement of natural teeth (including capped or crowned teeth) or permanently attached artificial teeth required as the result of an accidental *injury* to the mouth (caused by an external accidental blow to the mouth). Chewing accidents are not covered. Services must be performed by a licensed *dentist* or *dental surgeon*.

    To be eligible for payment, expenses for *emergency* dental services must commence within 30 days after the date of the *injury*. If treatment cannot be rendered within 30 days due to the nature of the *emergency*, it must be provided within 365 days of the date of that *injury*.

    Along with the appropriate claim forms, *you* must submit one or more of the following:
    a) an official police or accident report;
    b) a licensed *dentist*, *dental surgeon* or a *physician*'s report; and/or
    c) a *hospital* or medical facility report.

11. ***Emergency* Relief of Dental Pain** – This benefit covers up to a maximum of $600 per *insured person* for the cost of palliative *emergency treatment* to relieve dental pain. This benefit does not cover charges for routine dental care or treatment, root canal and other procedures unless approved by *Global Excel* and must be performed by a licensed *dentist* or *dental surgeon*.

12. **Incidental *Hospital* Expenses** – This benefit covers up to a maximum of $250 for incidental expenses, such as television rental and/or telephone rental provided *you* have been hospitalized for 48 hours or more.

13. **Additional Hotel and Meal Expenses** – This benefit covers $350 per day and up to a maximum of $3,500 for the cost of necessary meals and hotel accommodation, essential telephone calls and necessary ground transportation when *you* submit a claim under the Transportation to the Bedside and/or Return of Minor Dependent Child with Escort benefit(s), or when *your* covered medical *emergency* causes *you* to delay *your* (scheduled) *day of return*.

14. **Non-Medical Emergency Evacuation** – Emergency mountain, sea or other remote location evacuation of *you* to the nearest accessible point by professional services up to $5,000.

15. **Flight Accident and Accidental Death and Dismemberment Benefits**

    Flight Accident
    If *you* die or are dismembered within 90 days of an *injury* incurred as a result of an *accident*, loss, or damage to a commercial aircraft while *you* are travelling as a ticketed passenger, (not as a pilot, officer or other crew member), the *Company* will pay:
    a) $100,000 to *your* estate if *you* die; or
    b) $100,000 for an *injury* causing a loss of both hands, both feet, or sight in both eyes; or
    c) $50,000 for an *injury* causing the loss of one hand, one foot, or sight in one eye.

    Accidental Death and Dismemberment
    If an accidental death or *injury* occurs within 90 days of an *accident* sustained during *your trip*, other than a Flight Accident, the *Company* will pay:
    a) $25,000 to *your* estate if *you* die; or
    b) $25,000 for an *injury* causing a loss of both hands, both feet, or sight in both eyes; or
    c) $12,500 for an *injury* causing the loss of one hand, one foot, or sight in one eye.

In Flight Accident and Accidental Death and Dismemberment Benefits:

- "Loss of sight" means the total and irrecoverable loss of entire sight.
- "Loss of hand or foot" means the actual complete and permanent severance at or above the wrist or ankle joint or complete irreversible paralysis.
- Death or loss due to an *injury* must be a direct result of the *accident* sustained during *your trip*.
- Benefits will be payable for only one loss, that being the greatest amount.

B. NON-MEDICAL INSURANCE BENEFITS

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

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

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

   Document Replacement
   In the event of loss or theft, *you* will be reimbursed the cost of replacing one or more of the following documents: *your* driver's license, birth certificate, or *travel document*, to a combined maximum amount of $500 per *insured person*, per *trip*.

   Baggage & Personal Effects Benefits Exclusions
   No benefits are payable due to:
   a) breakage of, or damage to fragile or brittle articles unless caused by fire or accident to the means of conveyance;
   b) loss or damage not reported to the police and/or the appropriate local authorities within 24 hours of discovery;
   c) loss due to normal depreciation of the value of *your* articles;
   d) loss of, or damage to money, eyeglasses, sunglasses, contact lenses, medication, hearing aids, artificial teeth, tickets, documents (other than the documents specified above under Document Replacement), jewellery, cell phones, cameras or computer equipment;
   e) loss or damage by theft from an unattended *vehicle* unless it was completely locked and there was visible evidence of forced entry;
   f) loss or damage due to negligence on *your* part;
   g) loss of, or damage to fragile or perishable articles in checked baggage;
   h) any loss or damage directly or indirectly resulting from or arising out of, or in connection with any screening or security process, any act of war or *terrorism* or nuclear incident; and
   i) any loss incurred while on a business *trip* or any *trip* related to *your* employment.

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

2. **Trip Cancellation, Interruption & Delay Insurance Benefits**

   For Trip Cancellation, Interruption & Delay Insurance benefits to be in effect, ALL *trips* MUST be booked prior to *your day of departure*.

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

   If *you* make a deposit or full payment for travel arrangements for a *trip* taking place in the following *policy year*, *your* Travel Insurance must be issued for the entirety of the following *policy year* for that *trip* to be covered under this Travel Insurance.

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

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

   Exception: If there is any monetary surcharge fee charged for the reinstatement of *your* applicable travel points, reimbursement for the surcharge fee only may be payable under the covered events listed under Trip Cancellation, Interruption & Delay Insurance benefits. This does not include the cost of purchasing or re-purchasing travel redemption points from any Points Program Supplier.

Trip Cancellation Insurance Benefits – (Before *Day of Departure*)
If *you* are unable to travel due to a covered event listed below and must cancel *your trip* before the *day of departure*, this insurance will reimburse *you* for the nonrefundable and non-transferable to another travel date portion of *your* pre-paid travel arrangements as indicated on *your* travel arrangements, up to a maximum of $8,000 per *insured person*, per *trip*. Only the sums that are non-refundable and nontransferable to another travel date on the day the covered event occurs shall be considered for the purpose of the claim. Any credits provided by the airline or *travel supplier* for travel on another date, are considered transferable amounts and shall not be payable under this policy.

Please note: For claims related to an *injury* or *illness*, the day the covered event occurs shall be considered to be the date of the diagnosis of a new *medical condition* or the date that a *physician* advises *you* that *your medical condition* requires the delay or cancellation of *your trip*.

After the date the covered event occurs, no benefits shall be payable for any cancellation penalties incurred, nor for any additional payments made for *your trip*.

When a covered event for *trip* cancellation occurs before *your day of departure* it is required that:
a) *You* must cancel *your trip* with the travel agent or the *travel supplier* immediately, but no later than 24 hours or the next business day following the day the covered event occurs and advise *Global Excel* within the same timeframe. If *you* are uncertain whether an event or situation may require *you* to cancel *your trip*, *you* must contact *Global Excel* for clarification immediately, but no later than 24 hours or next business day following the covered event;
b) Any issued travel ticket(s) must be surrendered to *Global Excel* along with proof from the travel agency or *common carrier* of the nonrefundable and non-transferable portion of *your* pre-paid travel arrangements; and
c) In the case of a tour, a copy of the terms and conditions of the tour company or cruise lines will be required at time of claim.

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

Trip Interruption & Delay Insurance Benefits – (After *Day of Departure*)
If *you* must interrupt *your trip* after *your day of departure* or delay *your day of return* due to a covered event listed below, this insurance will reimburse *you* for the extra cost of a one-way economy airfare to *your province or territory of residence* or *your* next destination point and any unused non-refundable and non-transferable accommodation costs or land arrangements up to a maximum of $8,000 per *insured person*, per *trip*.

For an involuntary *schedule change* which causes *you* to miss a connection as the result of Covered Event No. 7, this insurance will provide reimbursement to *you*, for the expenses *you* actually incur, for the lesser of the following:
- The change fee charged by the airline carrier(s) involved, when such an option is available to *you*; or
- up to $1,000 for the extra cost of *your* one-way economy air fare via the most cost effective route to *your* next destination (inbound and outbound).

When submitting a claim under Trip Interruption & Delay Insurance benefits, this insurance also covers $350 per day and up to a maximum of $3,500 for the cost of necessary meals and hotel accommodation, essential telephone calls and necessary ground transportation.

For *trip* delays preventing *you* from returning on *your* scheduled *day of return*, delays must not extend more than 10 days beyond *your day of return*. This benefit does not reimburse the unused portion of any travel ticket.

In order to submit a claim for Trip Interruption & Delay after *your day of departure* it is required for reimbursement of *eligible expenses* that:
a) *you* must contact *Global Excel* within 24 hours of the event; and
b) for medical covered events any interrupted or delayed *trip* must be upon the recommendation of the attending *physician*; or in the event that *you*, a *family member*, *travelling companion*, or *close business associate* are confined to a *hospital* for at least 72 consecutive hours; or
c) for non-medical covered events, appropriate documentation must be submitted as outlined in section VII HOW TO MAKE A CLAIM.

Covered events under Trip Cancellation, Interruption & Delay Insurance Benefits
Trip Cancellation, Interruption & Delay Insurance benefits are payable should the occurrence of any of the following covered events while *your* insurance is in effect prevent *you* from departing on or returning from *your trip* as scheduled:

1. Death, *injury* or *illness* to *you*, *your family member*, *close business associate*, *caregiver*, *travelling companion*, or *your travelling companion*'s *family member*.

2. *You* are under medical quarantine for a communicable disease diagnosed by a *physician*.

3. Death, quarantine or admission to *hospital* for at least 48 hours arising from an *emergency*, of *your* host at *your* destination.

4. Cancellation of a planned business meeting due to death or admission to *hospital* of the person with whom *you* are to meet, or cancellation of a conference (for which *you* had paid registration fees) due to circumstances beyond *your* control. Benefits are only payable to *you* if attending the meeting. Proof of registration will be required in the event of a claim.

5. Delay of *your common carrier* or a private automobile resulting from the mechanical failure of that carrier, a traffic accident, an *emergency* police-directed road closure, weather conditions, an *unannounced strike* or flight delay, causing *you* to miss a connection or resulting in the interruption of *your trip* arrangements.

6. *Your* missed connection caused by the *schedule change* of the airline carrier that is providing transportation for a portion of *your trip*.

7. A transfer by *you* or *your spouse*'s employer for which notice was received from the respective employer subsequent to *your* booking date and before *your day of departure*, if the date of transfer coincides with or precedes *your day of departure*, and requires the relocation of *your* principal residence.

8. Damage to *your* principal residence by a disaster, making it uninhabitable.

9. A travel advisory issued by the Government of Canada of "Avoid non-essential travel" or "Avoid all travel" to a specific country, region or area originally ticketed for *your trip*, when the travel advisory is issued after *your day of booking*.

10. A natural disaster at *your* place of destination.

11. A pregnancy diagnosed after paying for *your* insured *trip* if *you* or *your spouse* accompanying *you* on the insured *trip* is pregnant and the expected date of delivery is in the nine weeks before or after the scheduled *day of departure* for *your* insured *trip*.

12. Legal adoption of a child by *you* when, after paying for *your* insured *trip*, *you* receive notice that the actual date of adoption is scheduled to take place during *your* insured *trip*.

13. The involuntary loss of *your* or *your spouse*'s permanent employment (not contract employment) due to lay-off or dismissal without just cause.

14. The non-issuance of *your travel document* (other than an immigration, employment or student visa) for reasons beyond *your* control.

15. *Your* driver's license, birth certificate or *travel document* is lost or stolen during *your trip*, due to circumstances beyond *your* control. The loss or theft must be reported to the police and/or the appropriate local authorities within 24 hours of discovery, and supported by a police report or in writing by the appropriate local authorities.

16. *You* are called to service by government with respect to reservists, military, police or fire personnel.

17. *You* are: a) called for jury duty, b) subpoenaed as a witness, or c) required to appear as a defendant in a civil suit, while on a *trip*.

18. Illness, injury or death of *your* guide dog if *you* are legally blind or have a permanent physical disability and travel arrangements have been made for the dog to accompany *you* on a covered *trip*. In the case of illness or injury, the illness or injury must be unexpected and serious enough to warrant treatment from a licensed veterinarian.

19. The quarantine or hijacking of an *insured person*.

20. If *your* cruise is cancelled due to mechanical failure, a collision with the seabed or shore, or withdrawal of the ship from operation due to a *grounding* order, expenses will be payable up to the maximum of $1,200 per *insured* for the non-refundable prepaid travel arrangements that are not part of *your* cruise package.

21. Default of your *travel supplier* due to bankruptcy or insolvency, whereby the *travel supplier* ceases or suspends operations and does not provide a portion or all of your contracted travel service.

    Additional benefit limits apply to losses due to supplier default. Refer to the sub-paragraph bearing the title Benefits Limited in the Event of Travel Supplier Default under IV EXCLUSIONS & LIMITATIONS.

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

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

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

IV EXCLUSIONS & LIMITATIONS

All Exclusions & Limitations apply to each *insured person* under this insurance.

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

In the following Exclusions & Limitations:
Your day of departure applies to:
- *Emergency* Medical Insurance benefits; and
- Trip Interruption & Delay Insurance benefits.

Your day of booking applies to:
- Trip Cancellation Insurance benefits.

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

	Medical	Trip Interruption/Delay	Trip Cancellation
1. Any *medical condition* occurring during *your trip* which is not sudden and unforeseen, or for which prior to *your trip*, medical evidence suggested that treatment or hospitalization could be required while on *your trip*. For Trip Cancellation, Interruption & Delay Insurance benefits, the above exclusion also applies to *your family member, close business associate, caregiver, travelling companion* or *your travelling companion's family member*.	*	*	*
2. Any treatment that is not *emergency treatment*.	*	*	*
3. An *emergency* and/or event which requires *you* to submit a claim while the coverage is not in force.	*	*	*
4. Any portion of the benefits that require prior authorization and arrangement by *Global Excel*, if *Global Excel* has not pre-authorized and arranged them.	*	*	*
5. Any *medical condition* for which prior to the *effective date* of this policy, or prior to *your day of booking your* travel arrangements, or prior to making any additional payments for *your* travel arrangements, or prior to *your day of departure*: • *You* were awaiting the outcome of medical tests, the results of which show any irregularities or abnormalities; • Future investigation, consultation with any *physician*, treatment or surgery (except routine monitoring) is recommended by a *physician* or planned before *your trip*. This does not include regular check-ups or routine tests where no medical signs or symptoms existed or were found during the check-up.	*	*	*
6. • Routine pre-natal care; • Any medical treatment, relating to *your* pregnancy or childbirth, occurring within 9 weeks before or after the expected date of delivery; • Childbirth occurring within 9 weeks before or after the expected date of delivery; or • Any child born during the *trip*.	*	*	*
7. *Your* participation as a professional in sports, participation as a professional in underwater activities, scuba diving as an amateur unless *you* hold a basic scuba designation from a certified school or other licensing body, participation in a motorized race or motorized speed contest, bungee jumping, parachuting, rock climbing, mountain climbing using ropes and/or specialized equipment, hang-gliding or skydiving.	*	*	*
8. *Your* committing or attempting to commit a criminal offence.	*	*	*
9. Intentional self-inflicted injury, suicide or attempted suicide.	*	*	*
10. Anxiety or panic attack or a state of mental or emotional stress unless such state was sufficiently severe as to require a medical consultation which resulted in a diagnosis.	*	*	*
11. Medication, drugs or toxic substance abuse or overdose or *your* deliberate non-compliance with prescribed medical therapy or treatment; alcohol abuse, alcoholism or an *accident* while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.	*	*	*
12. *Your* active participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war, riot, rebellion; revolution or insurrection; act of military power, or any service in the armed forces.	*	*	*

Exclusions & Limitations continued... All Exclusions & Limitations apply to each *insured person* under this insurance. The * indicates which type of benefit(s) are excluded or limited.	**Medical**	**Trip Interruption/Delay**	**Trip Cancellation**
13. Any *medical condition you* suffer or contract, or any loss *you* incur in a specific country, region or area while a travel advisory of "Avoid non-essential travel" or "Avoid all travel" is in effect for that specific country, region or area and the travel advisory was issued by the Government of Canada before *your day of departure*, even if the *trip* is undertaken for essential reasons. This exclusion only applies to *medical conditions* or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued. If the travel advisory is issued after *your day of departure*, *your* coverage under this insurance in that specific country, region or area will be restricted to a period of 10 days from the date the travel advisory was issued, or to a period that is necessary for *you* to safely evacuate the country, region or area, after which coverage will be limited to *medical conditions* or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.	*	*	
14. Expenses for which no charge would normally be made in the absence of insurance.	*	*	*
15. The continued treatment, recurrence, investigation or complications of a *medical condition* following *emergency treatment* for that *medical condition* during *your trip* if the medical advisors of *Global Excel* determine *you* were medically able to return to *your province or territory of residence* and *you* chose not to. If *you* choose to decline the transfer or return when declared medically able by the *Insurer*, the *Insurer* will be released from any liability for expenses incurred for such sickness or *injury* after the proposed date of transfer or return.	*	*	
16. Treatment of any heart or lung condition following *emergency treatment* for any related or unrelated heart or lung condition during *your trip*, if the medical advisors of *Global Excel* determine *you* were medically able to return to *your province or territory of residence* and *you* chose not to. If *you* choose to decline the transfer or return when declared medically able by the *Insurer*, the *Insurer* will be released from any liability for expenses incurred for such sickness or *injury* after the proposed date of transfer or return.	*	*	
17. Invasive testing or surgery (including cardiac catheterization, angioplasty, and MRI) unless pre-approved and arranged by *Global Excel*.	*	*	
18. Any *emergency* transplants including but not limited to organ transplants and bone marrow transplants.	*	*	
19. *Your medical condition* when *you* undertake *your trip* for the purpose of securing or with the intent of receiving treatment for that *medical condition*, or any *medical condition* that arises as a result of such treatment.	*	*	
20. Treatment or surgery for a specific *medical condition*, or a related condition, which caused a *physician* to advise *you* not to travel.	*	*	
21. Air travel, other than as a passenger in a commercial aircraft licensed to carry passengers for hire.	*	*	
22. When riding as a passenger on a commercial carrier which is not licensed for the transportation of passengers for compensation or hire.	*	*	
23. Any expenses incurred during Supplemental Plan coverage purchased after *your day of departure* which are related to any *illness*, *injury* or *medical condition* for which *you* incurred a claim after *your day of departure* and prior to the confirmed day of commencement of the Supplemental Plan, if such Supplemental Plan was purchased after *your day of departure*.	*	*	
24. Any reason, circumstance, event, activity, or *medical condition* affecting *you*, an immediate *family member*, a *travel companion*, a *travel companion's* immediate *family member*, a *caregiver,* business associate, close friend, or *your* host at *trip* destination, of which, on the day *you*: a) booked *your trip*, b) made any additional payments on *your* travel arrangements, or c) purchased this insurance, *you* were aware may eventually prevent *you* from starting and/or completing *your* covered *trip* as booked.		*	*
25. Loss arising as a result of a cessation of work by employees of a *common carrier*, agency, broker or *travel supplier*. However, this exclusion does not apply to an *unannounced strike* by your *common carrier*.		*	*
26. Points Program redemptions of any type, or points used to purchase travel arrangements, or the cost of purchasing or repurchasing travel redemption points from any Points Program Supplier.		*	*

Exclusions & Limitations continued... All Exclusions & Limitations apply to each *insured person* under this insurance. The * indicates which type of benefit(s) are excluded or limited.	**Medical**	**Trip Interruption/Delay**	**Trip Cancellation**
27. Any event which causes *your* covered *trip* to be cancelled, interrupted or delayed, unless such event is listed as a covered event under Trip Cancellation, Interruption & Delay Insurance benefits.		*	*
28. Eye glasses, contact lenses, hearing aids or prescriptions for the same.	*		

Benefits Limited in the Event of Travel Supplier Default
Losses due to default of a *travel supplier* are subject to overall maximum aggregate limits across all policies underwritten by the *Insurer* of:

- $1,000,000 for the default of one *travel supplier*; and
- $3,000,000 for default of all *travel suppliers* that occur in the same calendar year.

The amount paid for claims will be reduced on a pro rata basis so as not to exceed the respective maximum aggregate after the end of the calendar year and after all claims related to *travel supplier* default have been adjudicated.

Trade and Economic Sanctions
The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any *Prohibition*.

For the purposes of this Clause:
a) *Prohibition* means any prohibition or restriction imposed by law or regulation including but not limited to:
   i. trade and/or economic sanctions laws and/or regulations of Canada, the United Kingdom, or any other jurisdiction or authority relevant to the parties; and
   ii. any activities that would be subject to a license requirement under those laws and/or regulations in respect of transit and/or export control, unless such license has been obtained prior to the activity commencing and the *Insurer* has approved the provision of insurance for the activity.

V DEFINITIONS

Italicized words or expressions have a specific meaning as follows:

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

Administrator means belairdirect Agency Inc.

Applicant(s) means any person who:
a) has applied for coverage under this insurance;
b) is a Canadian resident; and
c) is insured under their *Provincial or Territorial Health Insurance Plan*.

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

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

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

Company, ***Insurer*** means Belair Insurance Company Inc.

Confirmation of Coverage means any letter or document(s) sent to *you* by the *Administrator* describing or confirming *your* insurance coverage, plan options and/or *trip* dates.

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

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

With respect to Trip Cancellation, Interruption & Delay Insurance benefits, *day of departure* means the scheduled day *you* leave *your* principal residence on *your trip*.

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

With respect to Trip Cancellation, Interruption & Delay Insurance benefits, *day of return* means the scheduled day *you* return to *your* principal residence.

Deductible Amount means the amount of the *eligible expenses* that *you* are responsible for paying before any claim is payable, as indicated on *your confirmation of coverage*. The *deductible amount* is in Canadian dollars and applies to each *insured person* and each unrelated claim.

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

Dependent means the unmarried child of *you* or *your spouse* (including any natural child, adopted child or child living with the adopting parents during period of probation, stepchild, foster child, and a child to whom *you* or *your spouse* is the legal guardian), who is dependent on *you* or *your spouse* for support. The dependent child must be age 20 or less or age 24 or less if a full-time student at a recognized educational institution. However, coverage will continue beyond any age limit for a covered dependent child who is physically or mentally disabled and dependent on *you* or *your spouse* for support.

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

Eligible Expenses means any *reasonable and customary* expenses arising from a medical *emergency*, incurred while on an insured *trip* outside *your province or territory of residence* that are in excess of any medical expenses payable by *your Provincial or Territorial Health Insurance Plan*, or any other insurance plan, for *emergency treatment* medically required while on a *trip*.

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

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

Emergency treatment or surgery during *your trip* must be:
a) ordered by a licensed *physician*;
b) received in a *hospital*; or
c) received from a licensed physiotherapist, chiropractor, chiropodist, podiatrist or osteopath as a result of an *emergency*.

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

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

Global Excel means Global Excel Management Inc., which is belairdirect's travel claims and assistance service provider.

Grounding means the complete and continuous withdrawal at or about the same time in the interest of safety, of one or more cruise ship(s) from operation due to a mandatory order of Transport Canada, or other civil marine authority, because of an existing, alleged or suspected defect, fault or condition affecting the safe operation of two or more such cruise ships, whether such cruise ships so withdrawn are owned or operated by the same or different persons, firms or corporations.

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

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

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

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

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

Medically Necessary means an *emergency treatment* or service, which is considered by the medical profession as appropriate and effective in treating an *injury*, *illness* or disease.

Member means a person in good standing in accordance with the Sponsoring Organization or Group's guidelines.

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

Networks mean the *hospitals*, *physicians* and other medical service providers recognized by *Global Excel* at the time of an *emergency*.

Nurse means a person, other than *you* or a *family member* who is licensed and qualified to perform nursing services within the scope of their license including a Registered Nurse (R.N.) / Registered Practical Nurse (R.P.N.) / Licensed Practical Nurse (L.P.N.) / Registered Nursing Assistant (R.N.A.) / Certified Nursing Assistant (C.N.A.).

Nurse Practitioner means a person, other than *you* or a *family member* who is a Registered *Nurse* (RN) certified (NP) with additional education in health assessment, diagnosis and management of *illnesses* and injuries, including prescribing drugs.

Pet means specifically *your* domestic dog or cat.

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

Policy Year means September 1 to August 31.

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

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

Reasonable and Customary means eligible costs, approved by *Global Excel*, that do not exceed the charges for the costs made by other providers for the same services and level of expertise in the area where treatment was incurred.

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

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

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

Travel Document means an identifying document applied for through a government or international organization which facilitates movement across international borders, such as a passport or *travel visa*.

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

Travel Visa means the visa required for entrance to a foreign country (not an immigration, employment or student visa).

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

Trip Termination Date means the earliest of:
a) the day *you* return to *your province or territory of residence*; or
b) the day *you* have been outside Canada for more than 62 consecutive days, including the day *you* left Canada, if *you* selected the 62-day Base Plan, as indicated on *your confirmation of coverage*; or
c) the day *you* have been outside Canada for more than 93 consecutive days, including the day *you* left Canada, if *you* selected the 93-day Base Plan, as indicated on *your confirmation of coverage*; or
d) the day *you* exceed the maximum number of days purchased for *your* Supplemental Plan single *trip*, starting from the day *you* leave Canada as shown on *your confirmation of coverage*.

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

With respect to Trip Cancellation, Interruption & Delay Insurance benefits, *trip* means a defined period of travel either inside or outside of *your province or territory of residence* while this insurance is in effect.

Unannounced strike means a sudden or spontaneous cessation of work by employees without prior notice, formal organization, or adherence to legal requirements. It may occur with or without union involvement and is typically unplanned, disrupting normal business operations unexpectedly.

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

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

VI TRAVEL ASSISTANCE SERVICES

A. WHEN SHOULD *YOU* CALL *GLOBAL EXCEL*?

At the first onset of symptoms of an *emergency* and before *you* seek medical attention, *you* must contact *Global Excel*. If *you* are unable to call because *you* are medically incapacitated, someone else must contact *Global Excel* on *your* behalf as soon as is reasonably possible.

Global Excel is available to *you* 24 hours a day, 365 days a year to answer *your* claims questions, and provide help for *you* if *you* have a medical *emergency* or wish to claim for Trip Cancellation, Interruption & Delay Insurance benefits.

If *you* (or someone else on *your* behalf) do not call *Global Excel* when the *emergency* arises or for a referral, or if *you* choose not to receive treatment from the *networks* recommended by *Global Excel*, *eligible expenses* will be reimbursed at 70%. *You* will be responsible for payment of any remaining charges.

B. WHAT ASSISTANCE SERVICES ARE AVAILABLE?

Under this insurance, the following assistance services are available to *you*:

1. **Medical Assistance and Consultation**
   When *you* have a medical *emergency* and *you* call *Global Excel*, *you* will be directed to one or more recommended medical service providers near *you*. In addition, *Global Excel* will:
   a) provide confirmation of coverage;
   b) pay *your eligible expenses* directly to the recommended medical service provider, wherever possible;
   c) consult with *your physician* to monitor *your* care;
   d) monitor appropriateness, necessity and reasonableness of that care to ensure *your* resulting *eligible expenses* will be covered by this insurance.

2. **Payment Assistance**
   Wherever possible, the payment of the medical services *you* receive will be coordinated through *Global Excel*, communicating with *your* medical provider. There are certain countries where, due to local conditions or travel advisories from the Canadian government, assistance services are not available and *you* may be required to pay for medical treatment directly. If *you* are required to make payment *yourself*, *you* must obtain detailed and itemized original bills for claims submission and call *Global Excel* on *your* return to *your province or territory of residence*.

3. ***Emergency* Message Centre**
   In case of an *emergency*, *Global Excel* will help relay important messages to or from *your* family, business or *physician*.

4. **Lost Document and Ticket Replacement**
   Global Excel will help *you* replace lost or stolen *travel documents* or *common carrier* tickets.

5. **Legal Assistance**
   Global Excel can direct *you* to a local lawyer or assist *you* to arrange for bail or for payment of legal fees. The cost of these services is *your* responsibility.

6. **Pre-*Trip* Planning Assistance**
   Global Excel can provide information on inoculation and visa requirements when *you* call 1 800 709.3420.

VII HOW TO MAKE A CLAIM

1. **To make a claim for benefits under this insurance**
   You must submit notice of the claim to *Global Excel* within thirty (30) days after the covered loss and/or medical *emergency* occurs, or as soon as is reasonably possible thereafter. A telephone call to *Global Excel* to report the claim will be considered "Notice of Claim" under the terms of the insurance.

2. **Written proof of claim**
   Within 90 days after the date the covered loss and/or medical *emergency* occurs, but not more than 12 months after the date the covered loss and/or medical *emergency* occurs, *you* must submit written proof of claim, which includes:
   a) completion of any claim forms furnished by *Global Excel*;
   b) original itemized receipts which include the *physician*'s name and credentials, the attending *physician*'s report or statement, documents and/or receipts showing the non-refundable unused portion of travel arrangements, tickets, proof of loss incurred, police reports, if applicable, and any other form of documented evidence requested by *Global Excel*.

   If the claim is reported by telephone to *Global Excel*, and the medical service provider agrees to bill *Global Excel* directly for the *eligible expenses*, *Global Excel* will, where possible, obtain the documentation necessary to process the claim. Incomplete or incorrect claim forms will be returned and may delay the claim processing. If, for any reason, *you* arrange treatment and pay the *eligible expenses*, *you* must provide supporting documentation as indicated above. *You* are responsible for any expenses incurred for any necessary documents required for the purpose of adjudicating a claim.

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

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

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

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

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

   Unless otherwise indicated on *your confirmation of coverage*, if *your* current or former employer provides *you* with an extended health insurance plan with a lifetime maximum coverage of:
   - $50,000 or less, this insurance will not co-ordinate payment with such coverage; or
   - more than $50,000, this insurance will co-ordinate payment with such coverage only in excess of $50,000.

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

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

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

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

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

10. **Assignment of Benefits**
    Where the *Company* and/or *Global Excel* pay medical and/ or *hospital* expenses directly, this insurance allows the *Company* and/or *Global Excel* to recover eligible benefits from *your Provincial or Territorial Health Insurance Plan*, and any other coverage *you* may have, including monies that the *Company* and/or *Global Excel* have advanced to others on *your* behalf. This insurance also allows the *Company* and/or *Global Excel* to receive in *your* name, and endorse and negotiate on *your* behalf these eligible payments. When *your Provincial or Territorial Health Insurance Plan* and other *insurer* payments have been made, this releases *your Provincial or Territorial Health Insurance Plan* and other insurers from any further liability in respect of that eligible claim.

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

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

VIII GENERAL PROVISIONS

1. **Premium Level**
   The initial premium payable shall be determined according to the most current Premium Rate Table published by the *Company*. Premiums are subject to change:
   a) at the *effective date* of a new policy; or
   b) if there is any change to the coverage under the *Provincial or Territorial Health Insurance Plan*.

   The *Company* reserves the right to alter premiums, and the right to alter future coverage with 30 days advance notification.

2. **Incontestability**
   No statement made by *you* in *your* application for insurance, except for fraudulent statements and omissions, shall be used by the *Company* to contest a claim after *your* insurance has been in force for a period of 24 months following the *effective date*.

3. **Applicable Law**
   Any provision of this insurance, which is in conflict with any federal, provincial or territorial law in which this policy was issued, is amended to comply with the minimum requirements of that law. All other provisions shall remain in full force and effect.

4. **Limitation of Liability**
   The *Company*, *Administrator* or *Global Excel* are not responsible for the availability, quality or results of any medical treatment or transportation, or the failure by *you* to obtain medical treatment.

5. **Termination of Policy**
   The *Administrator* reserves the right to terminate *your* policy if:
   a) two or more monthly premium payments are in default in a 12-month period because of insufficient funds or other cause;
   b) pre-authorized payments have been declined for any reason; or
   c) proof of payment cannot be established to the satisfaction of the *Administrator*.

6. **Termination at *Expiry Date***
   Termination of this policy shall not require the consent or notice to any *insured person* or other person having a beneficial interest in this policy. A new 62-day or 93-day Base Plan policy will be issued upon the *expiry date*, unless written notice of termination is provided by *you* to the *Administrator* within 60 days from the first premium deduction for that *policy year*.

IX STATUTORY CONDITIONS

A. The Statutory Conditions set out below only apply to the *Emergency* Medical Travel Insurance benefits, for residents of all provinces or territories, except residents of the province of Québec.

STATUTORY CONDITIONS

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

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.

* This Statutory Condition does not apply to the provinces of Ontario, British Columbia, Alberta, Saskatchewan and Manitoba.

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

* This Statutory Condition does not apply to the provinces of British Columbia, Alberta and Manitoba.

Material Facts (Applicable to all provinces and territories except Newfoundland)
No statement made by the insured or a person insured at the time of application for this contract shall be used in defence of a claim under or to avoid the contract, unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

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

* in Ontario: personal delivery
** in Alberta: by recorded mail
*** in Saskatchewan: the chief office

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

* Subparagraph (b) only applies to Ontario, British Columbia, Alberta, Manitoba and Saskatchewan.

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

* he may submit his proof: New Brunswick, Nova Scotia, Prince Edward Island, Saskatchewan, Yukon, Northwest Territories, Nunavut
** he or she may submit his or her proof: Newfoundland
*** the claimant may submit his or her proof: Alberta and Manitoba

Rights of Examination
As a condition precedent to recovery of insurance money under this contract:
a) the claimant must give to the Insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending, and
b) in the case of death of the person insured, the Insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.
c) in Saskatchewan, the Insurer shall bear the costs of any examination or autopsy and shall provide copies of reports of any examination or autopsy to the person insured or the person insured's representative.

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

When Loss of Time Benefits Payable
The initial benefits for loss of time shall be paid by the insurer within thirty days after it has received proof of claim, and payment shall be made thereafter in accordance with the terms of the contract but not less frequently than once in each succeeding sixty days while the insurer remains liable for the payments if the person insured when required to do so furnishes before payment proof of continuing disability.

Limitations of Actions
(a) An action or proceeding against the Insurer for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island, or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.
(b) Every action or proceeding against the Insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in:
   i. the Insurance Act, for actions or proceedings governed by the laws of British Columbia, Alberta and Manitoba;
   ii. the Limitation Act, for actions or proceedings governed by the laws of Saskatchewan;
   iii. the Limitations Act, 2002, for actions or proceedings governed by the laws of Ontario;
   iv. Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec);
   or other applicable legislation.

In the event of any inconsistency between the Statutory Conditions provisions contained under this Policy and the Statutory Conditions contained under a provincial *Insurance Act* applicable to the Insured, the latter shall prevail at all times.

B. The Statutory Conditions set out below only apply to the Non-Medical Insurance benefits, for residents of the provinces of Saskatchewan and Manitoba.

1. **<u>Saskatchewan</u>**

Misrepresentation
1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others
2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
   (a) otherwise specifically stated in the contract, or
   (b) the interest of the insured in that property is stated in the contract.

Change of interest
3 The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk
4(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
   (a) material to the risk, and
   (b) within the control and knowledge of the insured.
4(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.
4(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
   (a) terminate the contract in accordance with Statutory Condition 5, or
   (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
4(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of contract
5(1) The contract may be terminated,
   a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
   b) by the insured at any time on request.

5(2) If the contract is terminated by the insurer,
- a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
- b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

5(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

5(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Replacement

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

14(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

2. **Manitoba**

Misrepresentation

1 If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.

Property of others

2 The insurer is not liable for loss or damage to property owned by a person other than the insured unless
- (a) otherwise specifically stated in the contract, or
- (b) the interest of the insured in that property is stated in the contract.

Change of interest

3 The insurer is liable for loss or damage occurring after an authorized assignment under the *Bankruptcy and Insolvency Act* (Canada) or a change of title by succession, by operation of law or by death.

Material change in risk

4(1) The insured must promptly give notice in writing to the insurer or its agent of a change that is
- (a) material to the risk, and
- (b) within the control and knowledge of the insured.

4(2) If an insurer or its agent is not promptly notified of a change under subparagraph (1) of this condition, the contract is void as to the part affected by the change.

4(3) If an insurer or its agent is notified of a change under subparagraph (1) of this condition, the insurer may
- (a) terminate the contract in accordance with Statutory Condition 5, or
- (b) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.

4(4) If the insured fails to pay an additional premium when required to do so under subparagraph (3)(b) of this condition, the contract is terminated at that time, and Statutory Condition 5(2)(a) applies in respect of the unearned portion of the premium.

Termination of contract

5(1) The contract may be terminated,
- (a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
- (b) by the insured at any time on request.

5(2) If the contract is terminated by the insurer,
- (a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
- (b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

5(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.

5(4) The 15-day period referred to in subparagraph (1)(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Requirements after loss

6(1) On the happening of any loss or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9,
- (a) immediately give notice in writing to the insurer,
- (b) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration
  - (i) giving a complete inventory of that property and showing in detail quantities and costs of that property and particulars of the amount of loss claimed,
  - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes,
  - (iii) stating that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured,
  - (iv) stating the amount of other insurances and the names of other insurers,
  - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property,
  - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued, and
  - (vii) stating the place where the insured property was at the time of loss,
- (c) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property, and
- (d) if required by the insurer and if practicable,
  - (i) produce books of account and inventory lists,
  - (ii) furnish invoices and other vouchers verified by statutory declaration, and
  - (iii) furnish a copy of the written portion of any other relevant contract.

6(2) The evidence given, produced or furnished under subparagraph (1)(c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

Fraud

7 Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.

Who may give notice and proof

8 Notice of loss under Statutory Condition 6(1)(a) may be given and the proof of loss under of Statutory Condition 6(1)(b) may be made
- (a) by the agent of the insured if
  - (i) the insured is absent or unable to give the notice or make the proof, and
  - (ii) the absence or inability is satisfactorily accounted for, or
- (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so, or in the circumstances described in clause (a) of this condition.

Salvage

9(1) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.

9(2) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subparagraph (1) of this condition.

Entry, control, abandonment

10 After loss or damage to insured property, the insurer has
- (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and
- (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage, but
  - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property, and
  - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.

In case of disagreement

11(1) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in the *Insurance Act* whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.

11(2) There is no right to a dispute resolution process under this condition until
- (a) a specific demand is made for it in writing, and
- (b) the proof of loss has been delivered to the insurer.

When loss payable

12 Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.

Replacement

13(1) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.

13(2) If the insurer gives notice under subparagraph (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss and must proceed with all due diligence to complete the work within a reasonable time.

Notice

14(1) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

14(2) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to the insured's last known address as provided to the insurer by the insured.

X *YOUR* PRIVACY

IMPORTANT NOTICE ABOUT *YOUR* PERSONAL INFORMATION

Your privacy is important to us. To read the commitment we've made to protecting your privacy, and understand how we use, collect and disclose your personal information, please visit our Privacy Promise online at belairdirect.com/en/privacy or request a copy by calling 1 866 941.5094. Our Privacy Promise may be updated from time to time. We encourage you to visit our website periodically to take notice of any changes.

XI IDENTIFICATION OF INSURER

This insurance product is underwritten by Belair Insurance Company Inc. and is administered by belairdirect Agency Inc.

Belair Insurance Company Inc.
belairdirect.com
1 833 964.2757

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XII CONTACT INFORMATION

Please contact belairdirect Agency Inc. if *you* have any questions relating to *your* Travel Insurance and we will be pleased to assist *you*.

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