

Wishing you safe travels



Prestige Travel Insurance Policy
RETIRED TEACHERS' ASSOCIATION OF MANITOBA
Effective April 1, 2024

DETAILS ABOUT YOUR POLICY

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

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

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 the *Johnson Claims Assistance Centre* 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 the **JOHNSON CLAIMS ASSISTANCE CENTRE** 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 the Johnson Claims Assistance Centre.**

IN THE EVENT OF A MEDICAL EMERGENCY

You must contact the Johnson Claims Assistance Centre 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.

PRESTIGE – TABLE OF CONTENTS

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I GENERAL INFORMATION

A Eligibility

To be eligible for insurance under Prestige Travel Insurance, *you* must:

- a) be a *full member*, or a *spouse* or *dependent* of a *full member*;
- b) be a Canadian resident; and
- c) be insured under *your Provincial or Territorial Health Insurance Plan*.

A *dependent* may be covered under 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. If *you* do not receive a Teachers' Retirement Allowances Fund (TRAF) pension or *you* are choosing to pay *your* premiums through pre-authorized bank deductions, *you* must also include a personal cheque marked VOID. 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 upon the *expiry date* of *your* current policy, based on *your* previous *policy year's* Base Plan selection. The new Base Plan policy is issued for a maximum of 365 days commencing on the new policy *effective date*. At the new Base Plan policy *effective date*, *you* may change *your* 93-day Base Plan selection and/or *you* may change *your* Deductible Option or choose to include or exclude Trip Cancellation, Interruption & Delay Insurance benefits. The option to exclude Trip Cancellation, Interruption & Delay Insurance benefits is only available when *you* have chosen a \$0 Deductible Option. Such changes must be done within 60 days from the first premium deduction for that *policy year*, and only if 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

Premiums can be paid through monthly deductions from *your* Teachers' Retirement Allowances Fund (TRAF) pension or monthly 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 *full member* or a *spouse* of a *full member*
- Family Coverage – available to the *full member*, the *spouse* of a *full 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. No coverage for Trip Cancellation, Interruption or Delay Insurance benefits apply if you have selected to exclude coverage for Trip Cancellation, Interruption & Delay Insurance benefits as indicated on your confirmation of coverage.

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 5 additional days 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 5 days 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 5 days 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 the Johnson Claims Assistance Centre in the foregoing circumstances prior to the trip termination date. Failure to notify the Johnson Claims Assistance Centre 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 Base Plan cannot be downgraded to a 62-day Base Plan or 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 PRESTIGE PLAN DESIGN

Prestige 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* (unless *you* have chosen to exclude such benefits, as indicated on *your confirmation of coverage*). 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* (unless *you* have chosen to exclude such benefits, as indicated on *your* confirmation of coverage). 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* (unless *you* have chosen to exclude such benefits, as indicated on *your* confirmation of coverage). 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* 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 PRESTIGE PLAN, EMERGENCY MEDICAL AND NON-MEDICAL INSURANCE

A EMERGENCY MEDICAL INSURANCE BENEFITS

Prestige 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. Eligible benefit payments 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.

You must contact the Johnson Claims Assistance Centre 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 the Johnson Claims Assistance Centre on your behalf as soon as is reasonably possible. If you (or someone else on your behalf) do not call the 24-hour Johnson Claims Assistance Centre 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: The Johnson Claims Assistance Centre 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 unless you are hospitalized;

- 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 the *Johnson Claims Assistance Centre*:

- 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.

The *Johnson Claims Assistance Centre* 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 Minor Dependent or Grandchild with Escort – If *your minor dependent* or grandchild is left unattended while travelling with *you* because *you* are hospitalized for a period of 48 hours or more, or *you* must return to Canada due to 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 the *dependent* or grandchild to *your province or territory of residence*; and

b) the cost of return economy transportation for an escort, when the *Johnson Claims Assistance Centre* deems such escort necessary.

Your dependent or grandchild must be under the age of sixteen (16) for this benefit to apply.

- 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 the *Johnson Claims Assistance Centre'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 the *Johnson Claims Assistance Centre*.

- 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 the *Johnson Claims Assistance Centre*, 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 the *Johnson Claims Assistance Centre* 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 (optional)

The following Trip Cancellation, Interruption & Delay Insurance benefits do not apply if *you* have chosen to exclude such benefits, as indicated on *your confirmation of coverage*. *You* may choose to include or exclude Trip Cancellation, Interruption & Delay Insurance benefits at the time of *your* application for insurance, or at the new Base Plan policy *effective date*, within 60 days of the first premium deduction, provided no claim has been submitted or is pending. The option to exclude Trip Cancellation, Interruption & Delay Insurance benefits is only available when *you* have chosen a \$0 Deductible Option.

When *you* have chosen to include Trip Cancellation, Interruption & Delay Insurance benefits, ALL *trips* MUST be booked prior to *your day of departure* in order for these benefits to be in effect.

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* Prestige Travel Insurance must be issued for another 365 days at the new policy *effective date* for that *trip* to be covered under Prestige 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 non-refundable 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 non-transferable 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 the Johnson Claims Assistance Centre within the same timeframe. If you are uncertain whether an event or situation may require you to cancel your trip, you must contact the Johnson Claims Assistance Centre for clarification immediately, but no later than 24 hours or next business day following the covered event;
- b) Any issued travel ticket(s) must be surrendered to the Johnson Claims Assistance Centre along with proof from the travel agency or common carrier of the non-refundable and non-transferable portion of your pre-paid travel arrangements; and
- 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 the Johnson Claims Assistance Centre, or any delays in cancelling your trip with your travel agent or travel supplier, will limit your benefit to the non-refundable or non-transferable amount that would have been payable on the initial date the covered event occurred.

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

If you must interrupt your trip after your *day of departure* or delay your *day of return* due to a covered event listed below, this insurance will reimburse you for the extra cost of a one-way economy airfare to your *province or territory of residence* or your next destination point and any unused non-refundable and non-transferable accommodation costs or land arrangements up to a maximum of \$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 the *Johnson Claims Assistance Centre* within 24 hours of the event; and
- b) for medical covered events any interrupted or delayed *trip* must be upon the recommendation of the attending *physician*; or in the event that *you*, a *family member*, *travelling companion*, or *close business associate* are confined to a *hospital* for at least 72 consecutive hours; 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* or *your travelling companion's* death, *illness* or positive test result as a result of contracting Novel Coronavirus 2019 (COVID-19) which prevents *you* from travelling on *your day of departure* or *day of return*, or causes *you* to interrupt *your trip*.
3. *You* are under medical quarantine for a communicable disease diagnosed by a *physician*.
4. Death, quarantine or admission to *hospital* for at least 48 hours arising from an *emergency*, of *your host* at *your destination*.
5. 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.

6. Delay of *your common carrier* or a private automobile resulting from the mechanical failure of that carrier, a traffic accident, an *emergency* police-directed road closure, weather conditions or flight delay, causing *you* to miss a connection or resulting in the interruption of *your trip* arrangements.
7. *Your* missed connection caused by the *schedule change* of the airline carrier that is providing transportation for a portion of *your trip*.
8. 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.
9. Damage to *your* principal residence by a disaster, making it uninhabitable.
10. 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*.
11. A natural disaster at *your* place of destination.
12. 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*.
13. 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*.
14. The involuntary loss of *your* or *your spouse's* permanent employment (not contract employment) due to lay-off or dismissal without just cause.
15. The non-issuance of *your travel document* (other than an immigration, employment or student visa) for reasons beyond *your* control.
16. *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.
17. *You* are called to service by government with respect to reservists, military, police or fire personnel.
18. *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*.

19. 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.
20. The quarantine or hijacking of an *insured person*.
21. 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.

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

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

- a) a statement completed by the attending *physician* in the locality where the *injury* or *illness* occurred stating the diagnosis and the complete reason for the necessity of the cancellation, interruption or delay of *your trip*;
- b) 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
<p>1. Any <i>medical condition</i> occurring during <i>your trip</i> which is not sudden and unforeseen, or for which prior to <i>your trip</i>, medical evidence suggested that treatment or hospitalization could be required while on <i>your trip</i>.</p> <p>For Trip Cancellation, Interruption & Delay Insurance benefits, the above exclusion also applies to <i>your family member, close business associate, caregiver, travelling companion or your travelling companion's family member</i>.</p>	*	*	*
<p>2. Any treatment that is not <i>emergency treatment</i>.</p> <p>For <i>Emergency Medical Travel Insurance</i> benefits, this exclusion does not apply to a medical <i>emergency</i> arising from a COVID-19 vaccination you receive on <i>your trip</i>.</p>	*	*	*
<p>3. An <i>emergency</i> and/or event which requires you to submit a claim while the coverage is not in force.</p>	*	*	*
<p>4. Any portion of the benefits that require prior authorization and arrangement by the <i>Johnson Claims Assistance Centre</i> if the <i>Johnson Claims Assistance Centre</i> has not pre-authorized and arranged them.</p>	*	*	*
<p>5. Any <i>medical condition</i> for which prior to the <i>effective date</i> of this policy, or prior to <i>your day of booking your travel arrangements</i>, or prior to making any additional payments for <i>your travel arrangements</i>, or prior to <i>your day of departure</i>:</p> <ul style="list-style-type: none"> • You were awaiting the outcome of medical tests, the results of which show any irregularities or abnormalities; • Future investigation, consultation with any <i>physician</i>, treatment or surgery (except routine monitoring) is recommended by a <i>physician</i> or planned before <i>your trip</i>. <p>This does not include regular check-ups or routine tests where no medical signs or symptoms existed or were found during the check-up.</p>	*	*	*

<p>Exclusions & Limitations continued...</p> <p>All Exclusions & Limitations apply to each <i>insured person</i> under this insurance.</p> <p>The * indicates which type of benefit(s) are excluded or limited.</p>	<p>Medical</p>	<p>Trip Interruption/Delay</p>	<p>Trip Cancellation</p>
<p>6. • Routine pre-natal care;</p> <p>• Any medical treatment, relating to <i>your</i> pregnancy or childbirth, occurring within 9 weeks before or after the expected date of delivery;</p> <p>• Childbirth occurring within 9 weeks before or after the expected date of delivery; or</p> <p>• Any child born during the <i>trip</i>.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>7. <i>Your</i> participation as a professional in sports, participation as a professional in underwater activities, scuba diving as an amateur unless <i>you</i> hold a basic scuba designation from a certified school or other licensing body, participation in a motorized race or motorized speed contest, bungee jumping, parachuting, rock climbing, mountain climbing using ropes and/or specialized equipment, hang-gliding or skydiving.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>8. <i>Your</i> committing or attempting to commit a criminal offence.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>9. Intentional self-inflicted injury, suicide or attempted suicide.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>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.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>11. Medication, drugs or toxic substance abuse or overdose or <i>your</i> deliberate non-compliance with prescribed medical therapy or treatment; alcohol abuse, alcoholism or an <i>accident</i> while being impaired by drugs or alcohol or having an alcohol concentration that exceeds 80 milligrams in 100 millilitres of blood.</p>	<p>*</p>	<p>*</p>	<p>*</p>
<p>12. <i>Your</i> active participation in and/or voluntary exposure to any risk from: war or act of war, whether declared or undeclared; invasion or act of foreign enemy; declared or undeclared hostilities; civil war; riot, rebellion; revolution or insurrection; act of military power; or any service in the armed forces.</p>	<p>*</p>	<p>*</p>	<p>*</p>

<p>Exclusions & Limitations continued...</p> <p>All Exclusions & Limitations apply to each <i>insured person</i> under this insurance.</p> <p>The * indicates which type of benefit(s) are excluded or limited.</p>	<p>Medical</p>	<p>Trip Interruption/Delay</p>	<p>Trip Cancellation</p>
<p>13. Any <i>medical condition</i> 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 <i>your day of departure</i>, even if the <i>trip</i> is undertaken for essential reasons. This exclusion only applies to <i>medical conditions</i> or losses which are related, directly or indirectly, to the reason for which the travel advisory was issued.</p> <p>If the travel advisory is issued after <i>your day of departure</i>, 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 <i>medical conditions</i> or losses which are unrelated to the reason for which the travel advisory was issued, while the travel advisory remains in effect.</p> <p>For <i>Emergency Medical Insurance</i> benefits, this exclusion does not apply to <i>medical conditions</i> or losses related to Novel Coronavirus 2019 (COVID-19), even while a travel advisory related to COVID-19 is in effect.</p> <p>For <i>Trip Interruption & Delay Insurance</i> benefits, this exclusion does not apply to you or your <i>travelling companion's</i> death, <i>illness</i> or positive test result as a result of contracting Novel Coronavirus 2019 (COVID-19) which prevents you from travelling on <i>your day of return</i>, or causes you to interrupt <i>your trip</i>, even while a travel advisory related to COVID-19 is in effect.</p>	<p>*</p>	<p>*</p>	
<p>14. A <i>trip cancellation</i>, <i>trip interruption</i> or <i>trip delay</i> which is related, directly or indirectly, to Novel Coronavirus 2019 (COVID-19).</p> <p>This exclusion does not apply to you or your <i>travelling companion's</i> death, <i>illness</i> or positive test result as a result of contracting Novel Coronavirus 2019 (COVID-19) which prevents you from travelling on <i>your day of departure</i> or <i>day of return</i>, or causes you to interrupt <i>your trip</i>.</p>		<p>*</p>	<p>*</p>
<p>15. Expenses for which no charge would normally be made in the absence of insurance.</p>	<p>*</p>	<p>*</p>	<p>*</p>

Exclusions & Limitations continued...	Medical	Trip Interruption/Delay	Trip Cancellation
<p>All Exclusions & Limitations apply to each <i>insured person</i> under this insurance.</p> <p>The * indicates which type of benefit(s) are excluded or limited.</p>			
<p>16. The continued treatment, recurrence, investigation or complications of a <i>medical condition</i> following <i>emergency treatment</i> for that <i>medical condition</i> during <i>your trip</i> if the medical advisors of the <i>Johnson Claims Assistance Centre</i> determine you were medically able to return to <i>your province or territory of residence</i> and you chose not to. If you choose to decline the transfer or return when declared medically able by the <i>Insurer</i>, the <i>Insurer</i> will be released from any liability for expenses incurred for such <i>sickness or injury</i> after the proposed date of transfer or return.</p>	*	*	
<p>17. Treatment of any heart or lung condition following <i>emergency treatment</i> for any related or unrelated heart or lung condition during <i>your trip</i>, if the medical advisors of the <i>Johnson Claims Assistance Centre</i> determine you were medically able to return to <i>your province or territory of residence</i> and you chose not to. If you choose to decline the transfer or return when declared medically able by the <i>Insurer</i>, the <i>Insurer</i> will be released from any liability for expenses incurred for such <i>sickness or injury</i> after the proposed date of transfer or return.</p>	*	*	
<p>18. Invasive testing or surgery (including cardiac catheterization, angioplasty, and MRI) unless pre-approved and arranged by the <i>Johnson Claims Assistance Centre</i>.</p>	*	*	
<p>19. Any <i>emergency</i> transplants including but not limited to organ transplants and bone marrow transplants.</p>	*	*	
<p>20. <i>Your medical condition</i> when you undertake <i>your trip</i> for the purpose of securing or with the intent of receiving treatment for that <i>medical condition</i>, or any <i>medical condition</i> that arises as a result of such treatment.</p> <p>For <i>Emergency Medical Travel Insurance</i> benefits, this exclusion does not apply to a medical <i>emergency</i> arising from a COVID-19 vaccination you receive on <i>your trip</i>.</p>	*	*	
<p>21. Treatment or surgery for a specific <i>medical condition</i>, or a related condition, which caused a <i>physician</i> to advise you not to travel.</p>	*	*	
<p>22. Air travel, other than as a passenger in a commercial aircraft licensed to carry passengers for hire.</p>	*	*	
<p>23. When riding as a passenger on a commercial carrier which is not licensed for the transportation of passengers for compensation or hire.</p>	*	*	

<p>Exclusions & Limitations continued...</p> <p>All Exclusions & Limitations apply to each <i>insured person</i> under this insurance.</p> <p>The * indicates which type of benefit(s) are excluded or limited.</p>	<p>Medical</p>	<p>Trip Interruption/Delay</p>	<p>Trip Cancellation</p>
<p>24. Any expenses incurred during Supplemental Plan coverage purchased after <i>your day of departure</i> which are related to any <i>illness, injury or medical condition</i> for which you incurred a claim after <i>your day of departure</i> and prior to the confirmed day of commencement of the Supplemental Plan, if such Supplemental Plan was purchased after <i>your day of departure</i>.</p>	<p>*</p>	<p>*</p>	
<p>25. Any reason, circumstance, event, activity, or <i>medical condition</i> affecting you, an immediate <i>family member</i>, a <i>travel companion</i>, a <i>travel companion's immediate family member</i>, a <i>caregiver</i>, business associate, close friend, or <i>your host</i> at <i>trip destination</i>, of which, on the day you:</p> <p>a) booked <i>your trip</i>,</p> <p>b) made any additional payments on <i>your</i> travel arrangements, or</p> <p>c) purchased this insurance,</p> <p>you were aware may eventually prevent you from starting and/or completing <i>your covered trip</i> as booked.</p>		<p>*</p>	<p>*</p>
<p>26. Loss arising as a result of a <i>common carrier</i> work stoppage, or the bankruptcy or insolvency of a travel agent, agency, broker or <i>travel supplier</i>.</p>		<p>*</p>	<p>*</p>
<p>27. 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.</p>		<p>*</p>	<p>*</p>
<p>28. Expenses for Trip Cancellation, Interruption & Delay Insurance benefits when you have elected to exclude these benefits from coverage.</p>		<p>*</p>	<p>*</p>
<p>29. Any event which causes <i>your covered trip</i> to be cancelled, interrupted or delayed, unless such event is listed as a covered event under Trip Cancellation, Interruption & Delay Insurance benefits.</p>		<p>*</p>	<p>*</p>
<p>30. Eye glasses, contact lenses, hearing aids or prescriptions for the same.</p>	<p>*</p>		

Sanctions

The *Insurer* shall not provide any coverage or be liable to provide any indemnity or payment or other benefit under this policy which would breach economic, financial, or trade sanctions imposed under the laws of Canada, the European Union, the United Kingdom, or any other applicable jurisdiction.

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 Johnson Inc.

Applicant(s) means any person who:

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

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

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

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

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

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 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.

Full Member means a person in good standing, with *full member* status, in accordance with the Sponsoring Organization or Group's guidelines.

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 the *Johnson Claims Assistance Centre*. *Hospital* does not include nursing homes, homes for the aged, rest homes, health spas or other places providing similar care.

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

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.

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

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.

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 the *Johnson Claims Assistance Centre* 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, the *Johnson Claims Assistance Centre* may approve the services of a *Nurse Practitioner* in substitution for appropriate and corresponding *physician* services.

Policy Year means the period of time from the *effective date* to the following March 31st.

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 the *Johnson Claims Assistance Centre*, 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*. In case of separation or divorce, all *insureds* remain covered until the end of the *policy year*.

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, cruiseline, 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.

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 the *Johnson Claims Assistance Centre*?

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

The *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre* when the *emergency* arises or for a referral, or if you choose not to receive treatment from the *networks* recommended by the *Johnson Claims Assistance Centre*, 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 the *Johnson Claims Assistance Centre*, you will be directed to one or more recommended medical service providers near you. In addition, the *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre*, 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 the *Johnson Claims Assistance Centre* on your return to your province or territory of residence.

3. Emergency Message Centre

In case of an emergency, the *Johnson Claims Assistance Centre* will help relay important messages to or from *your family, business or physician*.

4. Lost Document and Ticket Replacement

The *Johnson Claims Assistance Centre* will help you replace lost or stolen travel documents or common carrier tickets.

5. Legal Assistance

The *Johnson Claims Assistance Centre* 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

The *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre* to report the claim will be considered "Notice of Claim" under the terms of the insurance.

2. Written proof of claim:

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

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

If the claim is reported by telephone to the *Johnson Claims Assistance Centre*, and the medical service provider agrees to bill the *Johnson Claims Assistance Centre* directly for the *eligible expenses*, the *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre*, in consultation with the attending *physician*, reserves the right to return any ill or injured *insured person* to his or her *province or territory of residence*. If an ill or injured *insured person* is able to return to his or her *province or territory of residence* following the *emergency* medical treatment and/or diagnosis of a *medical condition* which requires continuing medical care, treatment or surgery and elects to have the treatment or surgery performed outside his or her *province or territory of residence*,

no benefits shall be payable with respect to such continuing treatment or surgery. The immediate availability of treatment or surgery upon returning the *insured person* to his or her *province or territory of residence* is not the responsibility of the *Company*, the *Johnson Claims Assistance Centre* or the *Administrator*.

5. Limitation of Benefits:

Once you are deemed medically 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 the *Johnson Claims Assistance Centre*, or by virtue of discharge from *hospital*, your *emergency* is considered to have ended, whereupon any further consultation, treatment, recurrence or complication related to the medical *emergency* will no longer be eligible for coverage during your *trip*, or for any other *trips* within the 90 days following your *emergency treatment*.

6. Co-ordination of Benefits with Other Plans:

This insurance is a second payor plan. For any loss or damage payable under any other liability, group or individual basic or extended health insurance plan or 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 the *Johnson Claims Assistance Centre* reserve the right to recover the amount of such payment from any *insured person*, institution, insurer or organization to whom payment was made.

8. Subrogation from a Third Party:

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

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

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

9. Authorization to obtain all pertinent records or information:

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

10. Assignment of Benefits:

Where the *Company* and/or the *Johnson Claims Assistance Centre* pay medical and/or hospital expenses directly, this insurance allows the *Company* and/or the *Johnson Claims Assistance Centre* 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 the *Johnson Claims Assistance Centre* have advanced to others on your behalf. This insurance also allows the *Company* and/or the *Johnson Claims Assistance Centre* 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 B.C., Alberta and Manitoba). Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), Article 2925 of the Civil Code of Quebec (for actions or proceedings governed by the laws of Quebec), or other applicable legislation.

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*.

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 the *Johnson Claims Assistance Centre* 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 deductions 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

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*.

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

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

Notice and Proof of Claim

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

Failure to Give Notice or Proof

2. Failure to give notice of claim or furnish proof of claim within the time required by this statutory condition does not invalidate the claim if
 - a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the *accident* or the date a claim

arises under the contract on account of sickness, and it is shown that it was not reasonably possible to give the notice or furnish the proof in the time required by this condition, or

- b) in the case of the death of the *person insured*, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year after the date a court makes the declaration.

Insurer To Furnish Forms For Proof Of Claim The *insurer* shall furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the *accident* or sickness giving rise to the claim and of the extent of the loss.

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.

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.

Limitation of Actions An action or proceeding against the *insurer* for the recovery of a claim under this contract shall not be commenced more than one year (in New Brunswick, Nova Scotia, Newfoundland and PEI), or two years (in Yukon, Northwest Territories and Nunavut), after the date the insurance money became payable or would have become payable if it had been a valid claim.

In the event of any inconsistency between the statutory conditions or provisions of the Civil Code of Quebec applicable to the *insured* and any other provisions of this policy, the statutory conditions or provisions of the Civil Code of Quebec, as applicable, shall prevail.

X YOUR PRIVACY

IMPORTANT NOTICE ABOUT YOUR PERSONAL INFORMATION

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

Typically, we collect personal information from individuals who apply for insurance, and from policyholders, *insureds* and claimants. In some cases we also collect personal information from and exchange personal information with family, friends or *travelling companions* when a policyholder, *insured* or claimant is unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of policyholders, *insureds* or claimants. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada, particularly in those jurisdictions to which an *insured* may travel. As a result, personal information may be accessible to authorities in accordance with the law of these other jurisdictions. For more information about our privacy practices or for a copy of our privacy policy please see www.rsagroup.ca, or call RSA at **1.800.716.4339**.

XI JOHNSON INC. CONTACT INFORMATION

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

Phone: **780.413.6536** or toll free at **1.877.989.2600**

Fax: **1.866.226.1430**

Mailing Address:

P.O. Box 4005, STN A

Toronto, Ontario M5W 0M7

IN THE EVENT OF A MEDICAL EMERGENCY

You must contact the *Johnson Claims Assistance Centre* directly when a medical emergency arises, at their 24-hour *Emergency Helpline*. The *Johnson Claims Assistance Centre* will direct you to the nearest appropriate medical facility. The *Johnson Claims Assistance Centre* will pay hospitals and other medical providers directly, wherever possible, except when you choose to pay the expenses or when the medical care provider refuses to accept payment directly from the *Johnson Claims Assistance Centre*.



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