



# Canuck Voyage Non-Medical Plan

RIMI

# About this product

**The Tour Operator Non-Medical Travel Insurance Plan** provides Canadians travelling outside their home province/territory, Canadians travelling outside of Canada, and visitors to Canada with affordable single-trip coverage for trip cancellation & interruption, baggage, and Accidental Death & Dismemberment.





## WHO CAN USE THIS PRODUCT?

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Canadians seeking non-medical coverage for travel outside their province or territory of residence, and visitors to Canada, who are members of a participating organization or clients of a participating tour operator.

## PLAN BENEFITS FOR MEMBERS

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<b>Trip cancellation:</b> Reimbursement of non-refundable travel costs if a trip must be called off prior to departure
<b>Trip interruption:</b> Reimbursement of the cost of returning home early should a trip be cut short after departure
<b>Baggage loss:</b> Coverage for lost/damaged baggage and personal effects
<b>Accidental Death &amp; Dismemberment:</b> Lump-sum payment in the event of death or loss of a limb
Single trip coverage for travellers between 15 days and 85 years old
Coverage for travel companions and immediate family members
Top-ups and extensions available
No deductible
No medical questionnaire

These travel insurance product(s) are underwritten by Lloyd's of London and administered by MSH International (Canada) Ltd. (MSH).

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# Canuck Voyage Non-Medical Travel Insurance



## Emergency assistance

To cancel a trip before your scheduled departure date, you must cancel your trip with the travel supplier and notify the Assistance Company immediately, or on the next business day after the cause of cancellation, at:

**+1 (800) 203 8508**  
toll-free from Canada & the USA

**+1 (416) 646 3107**  
collect where available

[mshassistance@mshassistance.com](mailto:mshassistance@mshassistance.com)

## IMPORTANT NOTICE – Please read carefully

- Travel insurance is designed to cover losses arising from unexpected circumstances. It is important that *you* read and understand *your* policy as *your* coverage may be subject to certain limitations or exclusions.
- *Your* policy may not cover medical conditions and/or symptoms that existed prior to *your* effective date. Check to see how this applies in *your* policy and how it relates to *your* effective date.
- In the event of an *accident, injury* or *sickness*, *your* prior medical history will be reviewed when a claim is reported.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE.**

NOTE: Italicized words are defined terms whose definition appears in the definitions section of the policy.

## ELIGIBILITY

To be eligible for coverage, on the effective date, you must:

1. be at least 15 days of age and less than 86 years of age travelling for no more than 90 days; and
2. be a member in good standing of an association or organization, or a client of a designated partner or tour operator, that has agreed to participate in this insurance plan, or be the spouse or dependent child of a member insured under the same policy; and
3. purchase coverage within 10 days of the initial deposit for your trip or prior to any cancellation penalties being applicable; and
4. purchase coverage for the full value of the non-refundable, pre-paid travel arrangements; and
5. purchase coverage for the entire duration of *your trip*; and
6. for Canadian travellers, purchase coverage prior to the date of departure from *your* province or territory of residence or Canada, OR for visitors to Canada, purchase coverage prior to the date of departure from *your* home country; and
7. know of no reason that *you*, an *immediate family member*, a *travel companion*, a *travel companion's immediate family member*, or a business partner would be unable to start or complete the *trip* as booked.

## INSURING AGREEMENT

1. In consideration of having paid the required premium in full, this policy provides coverage up to the sum insured for all eligible benefits subject to all terms and conditions of the policy. Benefit limits are *per insured person, per trip* including any extension or Top Up of coverage.
2. This policy, the application and the confirmation of insurance constitute *your* contract of insurance.
3. The *insurer* reserves the right to decline any application or any request for an extension or Top Up of coverage.
4. Only one policy can be issued to *you* and all premiums paid for any additional policy will be returned to *you*. When more than one policy of this form is issued by the *insurer* and is in force with respect to *you* at the time of claim, only one such policy, the earliest by effective date will apply.

## DURATION OF COVERAGE

### SINGLE TRIP NON-MEDICAL PLAN

The Single Trip Non-Medical Plan provides coverage for a single *trip* outside of *your* province or territory of residence or for visitors to Canada.

#### 1. Effective Date of Coverage

Under the Single Trip Non-Medical Plan:

Coverage for Trip Cancellation begins on the latest of:

- a. the date and time *you* apply for and pay for this insurance; or
- b. the date and time any cancellation penalties become applicable for *your* prepaid travel arrangements.

Coverage for Trip Interruption, Baggage, Accidental Death & Dismemberment and Flight Accident begins on the latest of:

- a. the date and time *you* apply for and pay for this insurance; or
- b. the date and time *you* depart from *your* province or territory of residence or *your* home country; or
- c. 12:00 a.m. (local time) on the effective date as shown on *your* confirmation of insurance.

#### 2. Expiry Date of Coverage

Under the Single Trip Non-Medical Plan:

Coverage for Trip Cancellation ends on the earliest of:

- a. the date and time of the cause of the cancellation of *your trip*; or
- b. 11:59 p.m. (local time) on the expiry date indicated on *your* confirmation of insurance;
- c. the date and time *you* depart *your* province or territory of residence or *your* home coverage on *your trip*.

Coverage for Trip Interruption, Baggage, Accidental Death and Dismemberment and Flight Accident ends on the earlier of:

- a. 11:59 p.m. (local time) on the expiry date shown on *your* confirmation of insurance; or
- b. the date and time *you* return to *your* province or territory of residence or *your* home country if you are a visitor to Canada.

## COVERAGE EXTENSION

### 1. Extending Your Coverage

If *you* wish to extend *your trip* beyond the expiry date of the Single Trip Non-Medical Plan, *you* may purchase a new policy subject to the policy terms, conditions and premium schedule in effect at the time the new policy is requested. The cost of additional days of insurance will be calculated using *your* age on the effective date of the new policy provided that:

- a. *you* remain eligible for insurance;
- b. *you* have not experienced any changes in *your* health since *your* effective date or departure date;
- c. a claim has not been made under the initial policy for the specific *trip*; and
- d. the request for the new policy is received prior to the expiry date of *your* coverage.

*You* must pay the required premium prior to the effective date of the Top Up.

Coverage can be topped up providing that:

- a. a claim has not been made under the initial policy for the specific *trip*. If a claim has been made a Top Up may be granted upon review of *your* file by the *insurer*; and
- b. *you* have not experienced any changes in *your* health since the later of *your* effective date or departure date; and
- c. *you* remain eligible for insurance; and
- d. the request for Top Up from destination is received by phone prior to the expiry date of *your* coverage.

### 2. Automatic Extension of Coverage

Upon notifying the *Assistance Company*, *your* coverage will extend automatically, without additional premium, up to 5 days if *your* return to *your* residence is delayed beyond the expiry date due to any of the following reasons:

- a. Delay beyond *your* control of the *vehicle*, airline, bus, train, or government-operated ferry system in which *you* are riding or are scheduled to ride as a passenger. The delay must occur prior to the expiry date and the conveyance must be due to arrive prior to the expiry date.
- b. Medical evidence supports that *you* are medically unfit to travel due to *sickness* or *injury* on or before the expiry date.
- c. *You*, *your immediate family member* or *your travel companion* are *hospitalized* at the end of *your trip* as a result of *sickness* or *injury*. Coverage extends for the period of *hospitalization* and the 5 days commences upon release from the *hospital*.

Note: All claims incurred after the expiry date of *your* insurance policy must be supported by documented proof of the event resulting in *your* delayed return. This benefit does not include costs associated with flight change.

## TRIP CANCELLATION AND TRIP INTERRUPTION

The insurer will reimburse costs up to the sum insured for Prior to Departure benefits and reasonable and customary costs for After Departure benefits, subject to all policy limitations, exclusions, and provisions. To cancel a trip before your scheduled departure date, you must cancel your trip with the travel supplier and notify the Assistance Company immediately, or on the next business day after the cause of cancellation, at:

**+1 (800) 203 8508**  
toll-free from Canada & the USA

**+1 (416) 646 3107**  
collect where available

[mshassistance@mshassistance.com](mailto:mshassistance@mshassistance.com)

## TRIP CANCELLATION AND TRIP INTERRUPTION BENEFITS

### TRIP CANCELLATION (PRIOR TO DEPARTURE)

If you are unable to travel due to an insured risk listed below that occurs before your scheduled departure date, the insurer will pay up to the sum insured for one of the following:

1. The cost of the prepaid unused portion of airfare and other travel arrangements that is non-refundable and non-transferable to another travel date.
2. The penalty fee charged for the reinstatement of unused travel points.
3. The cost of the next occupancy charge if your travel companion must cancel their trip due to an insured risk applicable to them, and you decide to go on your trip as planned.
4. The change fee charged by your travel supplier.
5. The cost to join your trip in progress if you are eligible to cancel, but choose to go on your trip, provided this cost is less than the cost of cancellation.

### TRIP INTERRUPTION (AFTER DEPARTURE)

If your trip is interrupted due to an insured risk listed below that occurs on or after the day of your scheduled departure date, the insurer will pay up to the sum insured for:

1. The lesser of one-way economy airfare via the most cost effective route or the change fee charged by the airline:
  - a. to return to your point of departure; or
  - b. to continue to your trip at its next destination.

2. The prepaid unused portion of your trip that is non-refundable and non-transferable to another travel date, excluding the cost of the original transportation and prepaid unused transportation home.

### ADDITIONAL BENEFITS (PRIOR TO OR AFTER DEPARTURE)

If your trip is cancelled or interrupted due to an insured risk listed below, the insurer will pay expenses you actually incur for additional and unplanned hotel and meal expenses, essential phone calls and taxi fares up to \$300 per day to a maximum of \$600 when no earlier transportation arrangements are available.

### EMERGENCY EVACUATION

Up to \$300,000 for your emergency evacuation from a mountainous area, the sea or other remote location to the nearest, most reasonably accessible medical facility or hospital. Benefit will be administered in accordance with MSH being a second payor plan.

## INSURED RISKS

### MEDICAL

1. *Sickness, injury, death or quarantine of you, a travel companion, an immediate family member, a travel companion's immediate family member or a caregiver.*
2. *Death or emergency hospitalization of a business partner or close friend occurring within 10 days of your scheduled departure date or during the covered trip.*
3. *Death or emergency hospitalization of your host at your trip destination.*

### PREGNANCY AND ADOPTION

4. *Pregnancy of you, your spouse, your travel companion or your travel companion's spouse which was confirmed after this insurance was purchased and after you booked your trip and your scheduled departure date falls in the 9 weeks before or after the expected delivery date.*
5. *Complications of a pregnancy arising in the first 31 weeks of a pregnancy of you, your spouse, your travel companion or your travel companion's spouse.*

6. Legal adoption of a child by *you* or *your travel companion* and the notice of custody is received after this insurance was purchased and after *you* booked *your trip* and the date of custody is scheduled in the 9 weeks before or after *your* scheduled departure date.

#### DELAYS, CANCELLATIONS AND SCHEDULE CHANGES

7. A delay that causes *you* to miss or interrupt any part of *your trip* when the private or rented *vehicle* which *you* are driving or in which *you* are a passenger or a *common carrier* or a prepaid connecting flight aboard which *you* are a passenger, is delayed due to weather, a mechanical failure, an emergency road closure by the police or an *accident*, provided that the *vehicle*, *common carrier* or connecting flight was scheduled to arrive at the departure or return point at least 2 hours (or the required minimum arrival reporting time, whichever is the greater) in advance of the scheduled time of departure or return.
8. Loss or theft of *your* passport, travel documents or money that causes *you* to miss a connection or results in the interruption of *your* travel arrangements.
9. The schedule change or cancellation by the airline carrier that is providing transportation for a portion of *your trip* causing *you* to miss a connection or interrupt *your* travel arrangements.
10. Complete cancellation of a cruise or tour and travel package (other than by supplier default) within 30 days of the scheduled departure by the cruise line or tour operator.
11. Cancellation of a business meeting or conference that was the main purpose of *your trip*, for reasons beyond *your* control, after this insurance was purchased and after *you* booked *your trip*.
12. Adverse weather conditions, earthquakes or volcanic eruptions for a period of at least 30% of the total duration of the covered *trip* when *you* or *your travel companion* choose not to continue with the *trip* prior to departure.
13. A travel advisory issued by the United States or Canadian Government after this insurance was purchased and after *you* booked *your trip*, warning against all travel or non-essential travel to a specific region or country that is part of *your trip*.
14. Failure of *you* or *your travel companion* to obtain a travel visa (excluding an immigration, student or employment visa) for reasons beyond *your/their* control.

#### EMPLOYMENT

15. The relocation of *your* or *your travel companion's* principal residence due to a job transfer by the employer with whom *you*, *your spouse*, *your travel companion* or *your travel companion's spouse* are employed at the time of purchase of this insurance or the booking of the *trip*. (Not applicable to cases of self-employment or temporary contract work.)
16. Involuntary loss of permanent employment without just cause by *you*, *your spouse*, *your travel companion* or *your travel companion's spouse* provided that, at the time *you* purchased this insurance or booked the *trip*, they have been employed by the same employer for at least one year and were not aware of the imminent loss of permanent employment. (Not applicable to cases of self-employment or temporary contract work.)

#### OTHER

17. An unforeseen event beyond *your* control that renders *your* or *your travel companion's* principal residence uninhabitable or *your* or *your travel companion's* place of business inoperative.
18. *You*, *your spouse*, *your travel companion* or *your travel companion's spouse* are the victim of a hijacking during *your trip*.
19. *You* or *your spouse* are called to service as a reservist, fire-fighter, military or police staff during *your trip*.
20. *You* or *your spouse* are called to jury duty, to be a defendant in a civil suit, or are subpoenaed to be a witness during *your trip*.

#### DELUXE OPTION — ADDITIONAL INSURED RISKS

The following insured risks are only applicable if the Deluxe Option has been selected and the additional premium paid.

21. Snowmobiling cancelled due to non availability.
22. Pregnancy of *your immediate family member*, provided pregnancy occurs after the date of initial booking.
23. The cancellation of a *trip* by *your* insured *travel companion* due to an insured risk. This insured risk is only available when *your travel companion* is insured under the Non Medical Travel Insurance plan.
24. Cancellation of commercial child care services within 7 days prior to the departure date. If the child care service *you* have made *your* booking with are able to provide a replacement babysitter/carer and the *insured* declines the replacement then underwriters will not cover the claim.
25. Critical illness of *your* cat or dog, less than 5 years old, within 7 days prior to the departure date, validated by a licensed veterinarian when the illness occurs after the effective date of the policy.
26. Undue financial hardship of *your* corporation due to unforeseen circumstances resulting in loss of revenue more than 30% after the date the *trip* was booked and prior to the departure date. Supporting financial documentation will be required at the time of claim.
27. *Your* employer mandates that *you* are required to work during *your* scheduled *trip*. Supporting documentation from *your* employer will be required at the time of claim.
28. Political unrest, riot, rebellion, or revolution in *your* home country or destination country.
29. A report of adverse weather at *your* destination at the time of *your* scheduled arrival.
30. Worsening of *your* chronic illness that was stable at the time *your* *trip* was booked.
31. *Your* required attendance at a business or board event that was scheduled after this insurance was purchased and after *you* booked *your trip*.

## TRIP CANCELLATION AND TRIP INTERRUPTION EXCLUSIONS

**Trip Cancellation and Trip Interruption does not cover any expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Any *sickness, injury* or medical condition (other than a *minor ailment*) that was not *stable* in the 90 days prior to the effective date.
2. Any *sickness or injury* that would have caused an ordinarily prudent person to seek *medical treatment*, advice, diagnosis or care during the 90 days prior to the effective date.
3. An event which, prior to when this insurance was purchased and/ or prior to when you booked *your trip*, you or your *travel companion* knew, or it was reasonable to expect, may prevent you from going on or completing *your trip* as booked.
4. A *trip* undertaken for the purpose of visiting a sick or injured person and their medical condition or death is the reason for the cancellation or interruption.
5. Any costs incurred due to *your* travelling against the advice of a *physician* or any loss resulting from *your sickness or medical condition* that was diagnosed by a *physician* as a *terminal illness* prior to the effective date.
6. Non-compliance with any prescribed *medical treatment* or therapy.
7. A *trip* undertaken to obtain *medical treatment* whether or not recommended by *your* attending *physician*.
8. Routine pre-natal care; *your* pregnancy or childbirth or complications thereof when they happen in the 9 weeks before or after the expected date of delivery; *your* child born during *your trip*.
9. A return earlier or later than the scheduled date of return, unless as the result of an Insured Risk.
10. A return delayed more than 10 days beyond the scheduled date of return, unless *you*, an *immediate family member* or *your travel companion* were hospitalized for at least 48 consecutive hours within the 10-day period.
11. For policy extensions or Top Ups any medical condition which first appeared, was diagnosed or treated after the scheduled departure date and prior to the effective date of the insurance extension or Top Up.
12. Loss, *death or injury*, if at the time of the loss, *death or injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant.
13. A disorder, disease, condition or symptom that is emotional, psychological or mental in nature unless *you* are *hospitalized*.
14. *Your* suicide, attempted suicide or self-inflicted *injury*, whether *you* are sane or insane.
15. *Your* commitment or attempt to commit an illegal act or a criminal act.
16. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motor sport or motor racing except Snowmobiling when the deluxe additional risk plan is purchased; participation in any sport as a professional athlete (for which you are remunerated) or scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters).
17. A travel visa that is not issued because of its late application.
18. Failure, default or bankruptcy of any travel supplier which *you* contract for services. No protection is provided for failure, default or bankruptcy of any travel agent, agency or broker.
19. Travel to, from or through any country, region or city for which, prior to *your* effective date, the government of *your* home country has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
20. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country. **Exception:** this exclusion does not apply to losses caused by Insured Risk #28.
21. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
22. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
23. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority other than as provided in Insured Risk #19.
24. The Emergency Evacuation benefit excludes repatriation and/ or search and rescue operations commenced to recover *you* or *your* remains.
25. Any evacuation that requires the *insured person* to be transported in a biohazard-isolation unit.

## BAGGAGE BENEFITS

When you incur eligible expenses as described in this section as a result of direct physical loss of, or damage to, baggage and personal effects you own and use during your trip, the insurer will reimburse costs up to \$1,000 CAD per trip subject to all policy limitations, exclusions and provisions.

### 1. Personal Effects

Up to \$500, or the actual cash value, whichever is less, to repair or replace any item or set of items which is lost or damaged during your trip. Jewellery, cameras (including camera equipment), or sports equipment are respectively considered a single item.

### 2. Document Replacement

Up to \$200 for the replacement of any of the following: passport, driver's licence, birth certificate or travel visa in the event of loss or theft.

### 3. Personal Currency

Up to \$100 for the loss of personal currency caused by robbery or theft and supported by a police report.

### 4. Baggage Delay

Up to \$400 to purchase necessary toiletries in the event that your checked baggage is delayed by the *common carrier* for more than 12 hours while en route and before returning to your point of departure. To file a claim, you must supply proof of delay of checked baggage from the *common carrier* and original purchase receipts.

### 5. Wheelchair

Up to \$100 for repairs or rental replacement of your wheelchair in the event the wheelchair is rendered inoperable due to damage resulting from normal usage.

## BAGGAGE EXCLUSIONS

Baggage does not cover any expenses related in whole or in part, directly or indirectly, to any of the following:

1. Property illegally acquired, kept, stored or transported.
2. The purchase or replacement cost (prescribed or not) for loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses or prosthetic teeth, limbs or devices and resulting prescription therefrom.
3. Loss or damage resulting from moths, vermin, deterioration or wear and tear.
4. Loss or damage caused by any imprudent action or omission by you.
5. Loss or damage by theft from an unattended vehicle unless it was locked and there was visible evidence of forced entry.
6. Belongings insured under another insurance policy.
7. Jewellery, camera, camera equipment and sports equipment while held by a *common carrier*.
8. Animals, money and currency (except as provided under Baggage Benefit #3 - Personal Currency), credit cards, securities, tickets, documents, items pertaining to business, paintings, statuary, china, breakage of fragile articles, glass objects, or art objects.
9. Your commitment of or attempt to commit an illegal act or a criminal act.
10. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or your unlawful visit in any country.
11. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).

## ACCIDENTAL DEATH & DISMEMBERMENT BENEFITS

The insurer will pay up to the maximum sum indicated for each benefit for loss of your life, limb or sight resulting directly from accidental injury occurring during the coverage period subject to all policy limitations, exclusions and provisions.

The total aggregate limit for all Accidental Death & Dismemberment losses resulting from any one emergency under all policies underwritten by the insurer is \$10,000,000 CAD.

### 1. Flight Accident Insurance

Up to \$150,000 when you are travelling as a ticketed passenger, not as a pilot or crew member, aboard an aircraft during your trip.

### 2. Common Carrier Accident Insurance

Up to \$75,000 while you are:

- a. at an airport for the arrival or departure of the flight covered by this insurance; or

- b. travelling as a passenger in an airport limousine or bus or in a scheduled helicopter shuttle service between airports; or
- c. travelling as a fare paying passenger aboard a *common carrier* which is involved in an *accident*.

### 3. 24-Hour Accident Insurance

Up to \$25,000 while you are in any situation other than those listed in Flight Accident Insurance and Common Carrier Accident Insurance above (and not otherwise excluded from coverage under this policy).

Benefits are payable according to the following schedule:

1. 100% of sum insured resulting from the same accidental injury for loss of:
  - a. life; or
  - b. entire sight of both eyes; or

- c. both hands; or
  - d. both feet; or
  - e. one hand and entire sight of one eye; or
  - f. one foot and entire sight of one eye.
2. 50% of sum insured resulting from the same accidental *injury* for loss of:
- a. entire sight of one eye; or
  - b. one hand; or
  - c. one foot.

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

Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if *you* suffer more than one of these losses.

## Exposure and Disappearance

If *you* are exposed to the elements or disappear as a result of an *accident*, a loss will be covered if:

- a. as a result of such exposure, *you* suffer one of the losses specified in the schedule of losses above; or
- b. *your* body has not been found within 52 weeks from the date of the *accident*. It will be presumed, subject to evidence to the contrary, that *you* suffered loss of life.

## ACCIDENTAL DEATH & DISMEMBERMENT EXCLUSIONS

**Accidental Death & Dismemberment does not cover any expenses related in whole or in part, directly or indirectly, to any of the following:**

1. Rock or *mountain climbing*, hang gliding, parachuting, bungee jumping, or skydiving; participation in any motor sport or motor racing except Snowmobiling when the deluxe additional risk plan is purchased; participation in any sport as a professional athlete (for which *you* are remunerated) or scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed 30 meters).
2. Death or *injury* sustained while operating or learning to operate any aircraft as pilot or crew.
3. *Your* suicide, attempted suicide or self-inflicted *injury*, whether *you* are sane or insane.
4. *Your* commitment of or attempt to commit an illegal act or a criminal act.
5. Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports that *you* were affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant.
6. Non-compliance with any prescribed *medical treatment* or therapy.
7. War, invasion, act of a foreign enemy, declared or undeclared hostilities, civil war, riot, rebellion, revolution or military power or *your* unlawful visit in any country. **Exception:** this exclusion does not apply to losses caused by Insured Risk #28.
8. *Terrorism* or by any activity or decision of a government agency or any other entity to prevent, respond to or terminate *terrorism* except for ensuing loss or damage which results directly from fire or explosion. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.
9. Travel to, from or through any country, region or city for which, prior to *your* departure date, the government of *your* home country has issued a warning to avoid all travel or to avoid non-essential travel during the time of *your trip* if the loss is the result of the reason for which the warning was issued.
10. Contamination resulting from radioactive material or nuclear fuel or waste or the release of weapon(s) of mass destruction (nuclear, chemical or biological).
11. Service in, or training for, the armed forces, national guard or organized reserve corps of any country or international authority.

## DEFINITIONS

Certain italicized terms used in this policy are defined in this section.

**Accident** means an unexpected and unintentional event exclusively attributable to an external cause resulting in bodily *injury*.

**Adverse weather** means unusually severe precipitation, sleet, snow, wind, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, that are sufficiently severe to prevent *you* from travelling safely.

**Assistance Company** is the company designated by the *insurer* to provide *emergency* assistance services.

**Caregiver** means the permanent, full-time person entrusted with the care of *your* child(ren) and whose absence cannot be reasonably replaced.

**Common Carrier** means a conveyance (bus, taxi, train, boat, airplane or other vehicle) which is licensed, intended and used to transport paying passengers.

**Deductible** means the amount (if applicable), in Canadian dollars, which you must pay before any remaining eligible expenses are reimbursed under this policy. The deductible applies once per *insured person*, per covered *emergency*.

**Dependent Child(ren)** means unmarried persons residing with you and dependent on you for support if you are their parent, grandparent or legal guardian, and on the effective date they are at least 15 days of age and:

- a. under 21 years of age; or
- b. under 26 years of age and a full-time student; or
- c. have a mental or physical impairment.

**Emergency** means an unexpected and unforeseen *sickness* or *injury* requiring immediate *medical treatment* to alleviate danger to life or health.

**Hospital** means an institution which is designated as a *hospital* by law; which is continuously staffed by one or more *physicians* available at all times; which continuously provides nursing services by graduate registered nurses; which is primarily engaged in providing diagnostic services and medical and surgical treatment of a *sickness* and/or *injury* in the acute phase, or active treatment of a chronic condition; which has facilities for diagnosis, major surgery and in-patient care. The term *hospital* does not include convalescent, nursing, rest or skilled nursing facilities, whether separate from or part of a regular general *hospital*, or a facility operated mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre or health spa.

**Hospitalization** or **Hospitalized** means a patient occupies a *hospital* bed for more than 24 hours for *medical treatment* and when admission was recommended by a *physician* when *medically necessary*.

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

**Injury** means an unexpected and unforeseen harm to the body that is caused by an *accident*, sustained by you during the coverage period and that requires *emergency* treatment that is covered by this policy.

**Insured, Insured Person** means any eligible person named on the application and confirmation of insurance for whom the required premium has been paid.

**Insurer** means certain Lloyd's Underwriters who provide this insurance.

**Medical Treatment** means any reasonable procedure which is medical, therapeutic or diagnostic in nature, which is *medically necessary* and which is prescribed by a *physician*. *Medical treatment* includes *hospitalization*, basic investigative testing, surgery, prescription medication (including prescribed as needed) or other treatment directly related to the *sickness, injury* or symptom.

**Medically Necessary**, in reference to a given service or supply, means such service or supply:

- a. is appropriate and consistent with the diagnosis according to accepted community standards of medical practice;
- b. is not experimental or investigative in nature;
- c. cannot be omitted without adversely affecting *your* condition or quality of medical care;
- d. cannot be delayed until you return to Canada.

**Minor Ailment** means any *sickness* or *injury* which does not require:

- a. the use of medication for a period of greater than 15 days; or
- b. more than one follow-up visit to a *physician, hospitalization, surgical intervention, or*
- c. referral to a specialist; and

which ends at least 30 consecutive days prior to the departure date of each *trip*.

A chronic condition or any complication of a chronic condition is not considered a *minor ailment*.

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

**Physician** means a medical practitioner who is registered and licensed to practice in accordance with the regulations applying in the jurisdiction where the person practices. A *physician* must be a person other than you or an *immediate family member*.

**Reasonable and Customary Costs** means costs that are incurred for approved, covered medical services or supplies that do not exceed the standard fee of other providers of similar standing in the same geographical area, for the same treatment of a similar *sickness* and/or *injury*.

**Sickness** means an unexpected disease or disorder of the body which results in loss during the coverage period. The *sickness* must be sufficiently serious to prompt a reasonably prudent person to consult a *physician* for the purpose of *medical treatment*.

**Spouse** means the person to whom you are legally married or with whom you have been living with in a common-law relationship for at least the last 12 months.

**Stable** means any medical condition, whether or not the diagnosis has been determined, for which there has been:

- a. no *hospitalization*; and
- b. no new diagnosis, treatment or prescribed medication; and
- c. no change\* in treatment or medication; and
- d. no new, more frequent or more severe symptoms; and
- e. no new test results showing deterioration; and
- f. no referral to a specialist (made or recommended) and you are not awaiting surgery or the results of further investigations performed by any medical professional.

\*Change includes any new treatment or medication, stopped treatment or medication, increase or decrease in treatment or medication but does not include transition between generic and brand-name versions of drugs with the same active ingredient and dosage or the routine adjustment of dosage within prescribed parameters when you are taking insulin or oral diabetes medication.

**Terminal Illness** means you have a condition that is cause for the *physician* to estimate that you have less than 6 months to live.

**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 Companion** means someone who shares travel arrangements with *you* up to a maximum of 3 people.

**Trip** means a journey undertaken by *you* which commences when *you* depart *your* province or territory of residence and ends when *you* return to *your* province or territory of residence.

**Vehicle** means a private passenger automobile, pick-up truck, minivan, motorhome, camper van or motorcycle which is owned or rented by *you* from a commercial rental agency for *your* use during *your* trip.

**You, Your, Yourself** means the *insured person*.

## GENERAL PROVISIONS & LIMITATIONS

### Applicable Law

This contract of insurance is governed by the laws of the province or territory where this policy was issued. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the province or territory where this policy was issued.

### Arbitration

Notwithstanding any clause in this policy, the parties hereto undertake to submit to an arbitration process, to the exclusion of the courts, any present or future dispute relating to a claim. The arbitration proceedings shall be governed by the arbitration law in force in the Canadian province or territory where this policy was issued. The parties agree that any action will be referred to arbitration.

### Assignment of Benefits

Where the *insurer* has paid expenses or benefits to *you* or on *your* behalf under this policy, the *insurer* has the right to recover, at its own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This policy also allows the *insurer* to receive, endorse and negotiate eligible payments from those parties on *your* behalf. When the *insurer* receives payment from any other insurer, or any other source of recovery to the *insurer*, the respective payor is released.

### Currency

All sums payable under this policy are in Canadian currency unless otherwise indicated. If *you* have paid a covered expense in a currency other than Canadian currency, *you* will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made. This insurance will not pay interest.

### Limitation of Actions

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 or any other applicable legislation.

### Limitation of Benefits

Once *you* are deemed medically *stable* to return to *your* home country or by virtue of discharge from a medical facility, the *emergency* will be deemed to have ended, whereupon any further consultation, treatment, recurrence or complication related to the *emergency* will no longer be eligible for coverage under this policy.

### Misrepresentation and Non-Disclosure

The entire coverage under this policy shall be voidable if the *insurer* determines, whether before or after loss, that *you* have concealed, misrepresented or failed to disclose any material fact or circumstance concerning this policy or *your* interest therein, or if *you* refuse to disclose information or to permit the use of such information, pertaining to any of the *insured persons* under this policy. Consequently and following a loss, no claim shall be payable by the *insurer* and *you* shall be solely responsible for all expenses relating to *your* claim, including medical repatriation costs.

### Misstatement of Age

If *your* age has been misstated to the *insurer*, the coverage and/or premium may be adjusted in accordance with the correct age as of the date *you* applied for coverage to become effective. Any premium adjustment is payable upon receipt of a premium notice.

### Other Insurance

This insurance is a second payor plan. For any loss or damage insured by, or for any claim payable under any other liability, group or individual basic or extended health insurance plan, or contracts including any private or 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 *you* are insured under such other coverage. All coordination with employee related plans follows Canadian Life and Health Insurance Association Inc. guidelines. In no case will the *insurer* seek to recover against employment related plans if the lifetime maximum for all in-country and out-of-country benefits is \$50,000 or less. If the lifetime maximum for all in-country and out-of-country benefits is over \$50,000, the *insurer* will coordinate benefits only above this amount. *You* may not claim or receive in total more than 100% of the loss caused by the insured event.

### Overpayment of Benefits

Nothing in this policy will prevent the insurer from recovering from the person or organization to which such payment has been made any overpayment of benefit, irrespective of the cause of such overpayment.

### Premium Payment

The required premium is due and payable at the time of application and will be determined according to the rate schedule then in effect. Premium rates, policy terms and conditions are based on *your* age

as of the effective date. If the premium paid is insufficient for the coverage selected, the *insurer* will charge and collect any underpayment. Coverage will be null and void if the premium is not received, if a cheque is not honoured for any reason, if credit card charges are invalid or if no proof of *your* payment exists.

### Protecting Your Privacy

The *insurer* places great importance on the protection of your privacy. Your personal information will be collected, used and disclosed only for the purpose of providing you with the insurance services you requested. This information remains confidential, as is required under applicable federal and provincial laws. In the event of a claim, the Assistance Company and the *insurer* may collect your personal health information held by a third party. This information may be released to employees of the Assistance Company and the *insurer* for claims analysis and to better serve you.

In no case will the *insurer* release this information to any person or organization that is not clearly entitled to it without first seeking your consent. For details of the *insurer's* privacy policy please see:

<https://www.lloyds.com/common/privacy-notice>

## STATUTORY CONDITIONS

Notwithstanding any other provision herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of accident insurance.

### 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* is 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* must, upon request, furnish to you or to a claimant under the contract a copy of the application.

### Material Facts

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

### Notice and Proof of Claim

You 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 thereof, or by sending it by registered mail to the head office or chief agency of the insurer in the province, or
  - ii. by delivery thereof to an authorized agent of the *insurer* in the province, not later than 30 days from the date a claim arises under the contract on account of an *accident, sickness* or disability;

### Refunds

Refunds and cancellations are not available on this policy.

### Subrogation

If you suffer a loss covered under this policy, the *insurer* is granted the right from you to take action to enforce all your rights, powers, privileges, and remedies, to the extent of benefits paid under this policy, against any person, legal person or entity which caused such loss. Additionally, if "no fault" benefits or other collateral sources of payment of medical expenses are available to you, regardless of fault, the *insurer* is granted the right to make demand for, and recover, those benefits. If the *insurer* institutes an action it may do so at its own expense, in your name, and you will attend at the place of loss to assist in the action, in addition to providing the *insurer* all information, cooperation and assistance as the *insurer* may reasonably require. If you institute a demand or action for a covered loss, you shall immediately notify the *insurer* so that the *insurer* may safeguard its rights. You shall take no action after a loss that will impair the rights of the *insurer* set forth in this paragraph and shall do all such things as are necessary to secure such rights.

- 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 start 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, sickness* or disability for which claim may be made under the contract and as to the duration of such *sickness* or disability.

### Failure to Give Notice or Proof

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if

1. the notice or proof is given or furnished as soon as reasonably possible, and in no event later than 1 year after the date of the *accident* or the date a claim arises under the contract on account of *sickness* or disability, 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
2. in the case of your death, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than 1 year from 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 their proof of claim in the form of a written statement of the cause or nature of the *accident, sickness* or disability giving rise to the claim and of the extent of the loss.

## Rights of Examination

As a condition precedent to recovery of insurance money under the contract,

- a. the claimant must give the *insurer* an opportunity to examine the person of the person insured when and as often as it reasonably requires while the claim 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 Moneys Payable

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

# CLAIMS

## TRIP CANCELLATION & INTERRUPTION CLAIMS

Claims must be submitted within 30 days of the first expense. *You* are responsible for providing all the documents outlined below and for any charges levied for these documents. To file a claim, *you* must submit the following:

- a. A fully completed claims form.
- b. A medical certificate completed by the attending *physician* and stating why travel was not possible as booked, if the claim is for medical reasons; or
- c. A report from the police or other responsible authority documenting the reason for the delay if *your* claim is due to a misconnection.
- d. We will also need, as applicable:
  - i. complete original unused transportation tickets and vouchers;
  - ii. original passenger receipts for the new tickets *you* had to purchase;
  - iii. original receipts for the travel arrangements *you* had paid in advance and for the extra hotel, meal, telephone and taxi expenses *you* may have had;
  - iv. the entire medical file of any person whose health or medical condition is the reason for *your* claim; and
  - v. any other invoice or receipt supporting *your* claim.

## BAGGAGE

The following conditions apply:

1. In the event of theft, burglary, robbery, malicious mischief, disappearance or loss of an item covered under this policy, *you* must obtain written documented evidence from the police immediately or, if the police are unavailable, the hotel manager, tour guide or transportation authorities.

2. *You* must also take all precautions to protect, save or recover the property immediately, and advise the *insurer* as soon as *you* return home. *Your* claim will not be valid under this policy if *you* do not comply with these conditions.
3. If the property *you* have checked with a *common carrier* is delayed, coverage will continue until the property is delivered by the *common carrier*.
4. *Your* property is covered for the current actual cash value when it is lost or damaged. The *insurer* also reserves the option to repair or replace your property with other of similar kind, quality and value. The *insurer* may also ask *you* to submit damaged items for an appraisal of the damage. If a lost or damaged article is part of a set, the *insurer* will cover a reasonable and fair proportion of the total value of the set, but not the total value of the set.

To submit a claim, please provide:

- a. Copies of reports from the authorities as proof of loss, damage or delay; and
- b. Proof that *you* owned the articles, and receipts for their replacement.

## ACCIDENTAL DEATH & DISMEMBERMENT

If *you*, or someone on *your* behalf, are submitting a claim the following documents are required:

- a. police, autopsy or coroner's report; and
- b. medical records; and
- c. death certificate, as applicable.

If *your* body is not found within 12 months of the *accident*, the *insurer* will presume that *you* died as a result of *your injuries*.

All pertinent documents should be sent to the Assistance Company.

# IDENTIFICATION OF INSURER



Effected with certain Lloyd's Underwriters as scheduled herein ("the Insurers"), through Lloyd's Approved Coverholder ("the Coverholder");

MSH INTERNATIONAL (CANADA) LTD.,  
Suite 602, 150 King St West,  
Toronto, Ontario, Canada M5H 1J9

Claims administered by:

MSH Assistance  
150 King Street West, Suite 602, PO Box 75  
Toronto, Ontario, Canada M5H 1J9

**RIMI**