

# Travel Insurance Outside of Canada

Underwritten by: The Empire Life Insurance Company

## 24/7 EMERGENCY ASSISTANCE

For Medical Emergencies, Assistance and General Inquiries regarding **Your** travel insurance, please call **Trident Global Assistance** at:

**Toll-Free 1-833-370-8777**

(within Canada & US)

**International Collect 416-814-7615**

(from any other country)

Failure to contact **Trident Global Assistance** within the first 24 hours of a hospitalization or **Emergency** room or medical clinic visit for an **Emergency** may result in a reduction in benefits under the contract.

Please refer to the Limitations and Exclusions section of this **Policy**.#

## SCHEDULE OF BENEFITS

The benefits offered by the HMC Travel Insurance Outside of Canada coverage are summarized in the chart below. This coverage provides travel insurance for a **Person Insured** traveling outside of their Canadian province or territory of residence and outside of Canada. **You** only have the coverage(s) shown on the most recent **Policy Receipt**.

Please refer to the terms of this **Policy** for details about the benefits and applicable conditions, limitations, and exclusions, and the applicable limits (\$CAD) for individual benefits, which determines the maximum amount that may be claimed for a benefit per **Person Insured**.

The coverage limit **You** purchased, as shown in the most recent **Policy Receipt**, is the maximum amount payable per **Person Insured** under the coverage, regardless of the number of covered expenses incurred during the **Policy Period**. If a **Person Insured** is not covered by a **Government Health Insurance Plan**, the maximum coverage limit they are eligible for is \$200,000.

Coverage for <b>Emergency</b> Medical Expenses and <b>Emergency</b> Assistance Services	Available Coverage Limits: With <b>GHIP</b> : \$2,000,000, \$5,000,000 or Without <b>GHIP</b> : \$200,000
<b>Hospital &amp; Physician</b>	Up to coverage limit
Diagnostic & Lab	Up to coverage limit
Prescription <b>Medication</b>	Up to coverage limit
Medical Appliances	Up to coverage limit
<b>Emergency</b> Ambulance Services	Up to \$4,000
In <b>Hospital</b> Private Duty Nursing	Up to coverage limit
<b>Emergency</b> Dental Pain ( <b>Injury</b> )	Up to \$2,000
Return of Vehicle	Up to \$2,500
<b>Emergency</b> Return Home	Up to coverage limit
Expenses Related to Death	Up to \$5,000
Return of <b>Dependents</b>	Up to coverage limit
Subsistence Allowance	\$150/day, up to \$1,500
Bedside Companion – Meals and Accommodation	Up to \$300
<b>Emergency</b> Paramedical Services	Up to \$250/category of practitioner
Major Event Return Home	Up to \$3,000

## INTRODUCTION

### Contract

"We", "Us", "Our", and "Company" refer to The Empire Life Insurance Company. "You" and "Your" refer to the **Policyowner** as defined in this **Policy**. Other bolded and italicized terms are defined in the Definition section of this **Policy** or other provisions of this **Policy**.

This **Policy**, **Your Application**, the most recent **Policy Receipt**, and any riders agreed to by **You** and **Us**, form the entire contract between **You** and the **Company** regarding your travel insurance. Refer to the most recent **Policy Receipt** to view the coverage(s) purchased, coverage limit(s), and any applicable **Deductible**. This **Policy** and any applicable riders set out the terms, conditions, limitations, and exclusions for your travel insurance.

**Your contract contains a provision removing or restricting Your right to designate persons to whom or for whose benefit insurance money is to be payable.**

### 10-Day Free Look

**You** have 10 days to examine **Your** contract after **You** receive it. If for any reason **You** are not satisfied with **Your** contract, return it to **Us** or **Your Broker** during those 10 days (provided, if **You** purchased a Single Trip Coverage, the **Person Insured** has not departed on their **Trip**) with **Your** written request for cancellation and any premium paid for the contract will be refunded provided a claim has not been submitted by **You** and the contract is in force. The contract will then be rescinded and will be deemed to have never been in force and no claims will be paid.

## ELIGIBILITY

To be eligible for coverage under the contract, as of the **Application Date**, a **Person Insured** must be physically present in Canada. This requirement does not apply if **You** are applying for a Single Trip Coverage as a **Top-Up** coverage for another travel insurance contract.

To be eligible for any coverage under the contract, as of the **Effective Date**, a **Person Insured** must:

- a) be a Canadian citizen or permanent resident, or  
b) be a visitor in Canada;
- be at least 15 days old and less than 95 years old;
- be the **Policyowner**, unless the sole **Person Insured** is under the age of 18 (if in Quebec) or age 16 (all other Canadian provinces or territories), in which case the **Policyowner** must be the **Person Insured's** parent or legal guardian; and
- if not the **Policyowner**, be a **Spouse** or **Dependent** of the **Policyowner**; and
- be insurable in accordance with **Our** then-current underwriting rules.

A **Person Insured** is not eligible for any coverage under the contract if, as of the **Effective Date**, any of the following apply to a **Person Insured**, even if disclosed on the **Application**:

- they are experiencing new or undiagnosed signs or symptoms of a **Sickness** for which they reasonably expect may require **Treatment** while the contract is in force, or otherwise have a reasonably foreseeable need for **Treatment** while the contract is in force;
- in the 12 months prior to the **Effective Date**, they have:
  - received a diagnosis of stage 3 or stage 4 cancer, had cancer that has metastasized or received **Treatment** for pancreatic cancer or liver cancer;
  - received a **Terminal Prognosis** or a diagnosis of amyotrophic lateral sclerosis (ALS, Lou Gehrig's disease);
  - been prescribed home oxygen (including an oxygen concentrator) or prednisone for a **Lung Condition** or **Heart Condition**;

- d) had pulmonary fibrosis, cystic fibrosis, or interstitial lung disease;
  - e) been diagnosed with or received **Treatment** for stage IV or stage V kidney disease, kidney disease requiring dialysis, or cirrhosis of the liver;
  - f) used nitroglycerine in any form (spray, patch, or pill) for a **Heart Condition** for the relief of angina or chest pain or had cardiomyopathy with a grade IV ventricle or a ventricular ejection fraction of 40% or less;
  - g) had a dilation of the aorta or an aneurysm that has not been surgically repaired;
  - h) been a resident in a long-term care facility or an assisted living facility where they were helped with any activities of daily living (bathing, eating, using a toilet, taking **Medication(s)** or getting into or out of a chair or bed); or
  - i) been advised by any **Physician** that traveling on the **Trip** would be medically unsafe or that they should not travel on their **Trip**;
- in the 3 years prior to the **Effective Date**, they have received **Treatment** for aplastic anemia, hemolytic anemia, sickle cell anemia, or anemia requiring blood transfusions or bone marrow transplants, or have received **Treatment** in a **Hospital** for anemia through iron supplements;
  - they have received **Treatment** for or taken **Medication** for congestive heart failure (CHF) or other types of heart failure; or
  - they have undergone a bone marrow transplant, stem cell transplant, or an organ transplant (except for a cornea transplant).

If the **Company** determines at any time that a **Person Insured** was not eligible in accordance with the terms of this section, the contract is null and void and is deemed to have never taken effect, no benefits will be payable and premiums may not be refunded in cases of fraud.

## HOW THIS POLICY WORKS

### Insuring Agreement

Subject to the terms, conditions, limitations and exclusions outlined in **Your** contract, the **Company** will pay the benefits provided in the contract if a claim is made and approved. Benefits are payable per **Person Insured** up to the individual benefit maximums, where applicable, and in the aggregate up to the coverage limit indicated on the most recent **Policy Receipt**, after deducting any **Deductible**, where applicable, per **Person Insured**. The maximum **Policy Period** permitted under this contract is 365 days.

These benefits are for eligible expenses incurred by a **Person Insured** arising from **Emergencies** that occur during the **Policy Period** that are not covered by any other insurance coverage or other amounts, subject to the following conditions:

1. The care, services or supplies claimed were provided or obtained on the written authorization or prescription of a **Physician**;
2. Benefit payments are limited to the actual expense amount incurred, up to the individual benefit maximum specified in the applicable benefit provision and, in the aggregate, up to the coverage limit shown on the most recent **Policy Receipt**;
3. Expenses incurred as the result of any **Pre-Existing Condition** are excluded unless the most recent **Policy Receipt** indicates the **Person Insured** has **Pre-Existing Condition** coverage and the **Person Insured**, or **You** on the **Person Insured's** behalf, fully and truthfully answered the questions in the medical questionnaire in the **Application** and disclosed all **Pre-Existing Conditions** material to the insurance applied for, and the **Pre-Existing Condition** for which expenses are incurred is not expressly excluded in the most recent **Policy Receipt**;
4. No **Deductible** will apply to claims unless **You** select a **Deductible** for **Your** coverage; and
5. Reimbursement of eligible expenses is not prohibited by law.

Any expenses not covered under the contract are **Your** responsibility.

### Pre-existing Conditions Coverage

To qualify for coverage for **Pre-Existing Conditions**, a **Person Insured**, or **You** on behalf of the **Person Insured**, must fully and truthfully answer the questions in the medical questionnaire in the **Application** including disclosing all **Pre-Existing Conditions** material to the insurance applied for and the **Person Insured's** health must not change and must remain **Stable** between the **Application Date** and the **Effective Date**.

Please contact **Your Broker** if a **Person Insured's** health changes or does not remain **Stable** between the **Application Date** and the **Effective Date**, or if, as of the **Effective Date**, the **Person Insured's** responses to the questions in the **Application** are no longer accurate or complete for any reason.

Please note that the **Company** may void the contract in accordance with its terms, based on misrepresentations or omissions of information material to the insurance in **Your** or the **Person Insured's** responses to the questions in the **Application**. If the **Company** voids the contract, the contract will be deemed to have never taken effect, no benefits will be payable, and premiums may not be refunded in cases of fraud. See details in the "Misrepresentation and/or Nondisclosure" section of the General Terms & Conditions of this **Policy**.

## COVERAGE TYPES

### Annual Multi-Trip Coverage

The Annual Multi-trip Coverage provides coverage for the **Person(s) Insured** only during the **Coverage Period** of each **Trip** taken while the contract is in force. The Annual Multi-trip Coverage must have a **Policy Period** of 365 days and cannot be used to supplement or **Top-Up** coverage from another travel insurance contract.

While the contract is in force, the **Coverage Period** for a **Trip** begins at the start of the **Trip** and terminates on the earlier of:

- (i) The end of the **Trip**;
- (ii) At 11:59 pm on the final day of the **Coverage Period** for the **Trip**; or
- (iii) the **Termination Date** or such earlier date pursuant to the "Termination of the Contract" section of the General Terms & Conditions of this **Policy**.

The **Coverage Period** for a subsequent **Trip** cannot begin unless the **Person Insured** has returned to Canada for a period of 24 hours or longer and the contract is in force.

**You** may extend the **Coverage Period** of the first **Trip** taken during the **Policy Period**, up to the number of days **You** selected for **Top-Up** coverage on the **Application** and as indicated on the **Policy Receipt**.

If **You** require additional coverage beyond the number of days **You** selected for **Top-Up** coverage, **You** may apply for a Single Trip Coverage.

### Single Trip Coverage

The Single Trip Coverage provides coverage for the **Person(s) Insured** during the **Coverage Period** for a **Trip** outside of Canada. The Single Trip Coverage must have a **Policy Period** equal to the **Coverage Period** and can serve as a **Top-Up** coverage for other travel insurance contracts.

The **Policy Period** begins on the **Effective Date** and terminates on the earlier of the end of the **Trip** and the **Termination Date**, or such earlier date pursuant to the "Termination of the Contract" section of the General Terms & Conditions of this **Policy**.

## MAKING CHANGES TO YOUR CONTRACT

To request a change to the contract, including to the **Effective Date** or **Termination Date**, changing coverage, or to cancel the contract, please contact **Your Broker** who will assist you with making the change request. The phone number of **Your Broker** is located on the most recent **Policy Receipt**.

Requests to change the coverage or **Effective Date** must be made and approved by the **Company** before the **Effective Date**. Subject to the terms of the contract, requests to change the **Termination Date** or cancel the contract must be made and approved by the **Company** before the **Termination Date**.

Amendments to the contract are not effective unless confirmed by the **Company** through the issuance of a new **Policy Receipt**. See the "Service Fees and Administrative Charges" section of this **Policy** for details about fees and changes that may apply if **You** amend the contract.

### Extending Coverage

If **You** have a Single Trip Coverage, **You** may request to change the **Termination Date** in order to extend the **Policy Period**, up to a maximum **Policy Period** of 365 days, provided the requested extension is made at least 10 days' prior to the original **Termination Date**, meets minimum premium requirements and no claim is submitted or payable under the

contract. An extension request will be rendered invalid if prior to the extension being approved by the **Company**, an **Emergency** occurs for which a claim may be submitted under the contract. The **Company** has sole discretion in its decision to grant an extension.

Extensions to the contract are not effective unless confirmed by the **Company** through the issuance of a new **Policy Receipt**.

#### Automatic Extension of Coverage

The contract will automatically be extended for the periods indicated below, without any additional premium, if, on or immediately prior to the **Termination Date**:

1. A **Person Insured** becomes **Hospitalized**, for the duration of the **Hospitalization** and up to 72 hours following the conclusion of the **Emergency**; or
2. A **Person Insured's** scheduled commercial common carrier experiences delays due to extreme weather conditions or mechanical failures, for a period up to 72 hours following resolution of such delays.

It is essential to notify **Trident Global Assistance** immediately of such occurrences and provide documented proof of such occurrences that is satisfactory to **Trident Global Assistance**.

## WHAT IS COVERED

The contract provides coverage for eligible expenses incurred as a result of a **Person Insured** experiencing an **Emergency** during the **Coverage Period**, subject to the limitations and exclusions set out in this **Policy**. Benefits are payable per **Person Insured** up to individual benefit maximums, where applicable, and in the aggregate up to the coverage limit indicated on the most recent **Policy Receipt**, after deducting any **Deductible**, where applicable, per **Person Insured**.

Eligible expenses for **Emergency** medical services are covered if incurred as part of the **Emergency Treatment** protocol and **Medically Necessary** for addressing the **Emergency**. Once the **Medical Director** determines that no further **Emergency Treatment** is **Medically Necessary**, an **Emergency** is deemed to have ended and subsequent medical care is not part of the **Emergency Treatment** protocol and therefore not covered unless otherwise expressly provided in the benefit provisions.

Subject to the terms and conditions of the contract, including without limitation, the limitations and exclusions listed in the contract, the following expenses are covered in respect of a **Person Insured** experiencing an **Emergency** during the **Coverage Period**, while the contract is in force:

#### EMERGENCY MEDICAL EXPENSES

1. **Emergency Medical Services** – certain medical expenses, both in and out of **Hospital**, that are **Medically Necessary** in connection with **Emergency Treatment**, including:
  - (i) Care provided by a **Physician**;
  - (ii) **Hospital** room expenses, up to the cost of semi-private rates;
  - (iii) Diagnostic tests required for obtaining a diagnosis from a **Physician**;
  - (iv) **Medication(s)** prescribed by a **Physician** for the **Treatment** of the **Person Insured's Sickness or Injury**;
  - (v) Removal of stitches or a cast (up to a maximum of \$300 per **Emergency**, provided the removal is carried out within 60 days of the date of claim submission); and
  - (vi) The rental or purchase of medical equipment such as **Hospital** beds, wheelchairs, braces, crutches, or other necessary medical appliances, with the lower cost option being covered;

provided such medical expenses are recommended or prescribed by a **Physician**.

The following procedures require the **Medical Director's** prior approval, unless they are deemed **Medically Necessary** as part of the **Emergency Treatment** protocol as determined by the attending Physician:

- (i) Surgical procedures;
- (ii) diagnostic tests such as magnetic resonance imaging (MRI), computerized axial tomography (CAT), biopsy and other diagnostic tests; and
- (iii) Cardiac or heart-related medical procedures, such as cardiac catheterization, coronary artery bypass surgery, coronary angioplasty, or any surgical interventions involving the heart.

#### 2. Emergency Ambulance Services

- (i) The cost of local ground ambulance services, and/or
- (ii) The cost of air ambulance services,

for transportation to a medical service provider as a result of an **Emergency**. Approval from the **Medical Director** is required for transportation by air ambulance. Benefit maximum: \$4,000.

#### 3. In Hospital Private Duty Nursing

– the cost of care received in a **Hospital** from a private registered nurse who is not a **Relative**, provided the care:

- (i) is a result of an **Emergency**;
- (ii) has been approved by a **Physician**; and
- (iii) has been approved in advance by the **Medical Director**.

#### 4. Emergency Dental Treatment Due to Injury to the Mouth

– dental expenses in the event a **Person Insured** requires dental **Treatment** to repair or replace intact natural teeth or permanently attached artificial teeth due to an **Injury** to the mouth, provided such **Treatment** is completed within 30 days following the **Injury**. Benefit maximum: \$2,000.

### EMERGENCY ASSISTANCE SERVICES

#### 1. Return of Vehicle

-- In the event a **Person Insured** is unable to drive their vehicle back to their original departure point due to an **Emergency**, the reasonable costs associated with returning the **Person Insured's** vehicle back to their original departure point, provided the following conditions are met:

- (i) a **Person Insured** reports this **Emergency** to **Trident Global Assistance** within 24 hours of receiving **Treatment**;
- (ii) the vehicle is returned within 30 days from the first day of the **Emergency**;
- (iii) the vehicle is returned to the original departure point by a driver employed by a professional vehicle return company; and
- (iv) **You** or the **Person Insured** obtains an invoice from the professional vehicle return company for the driver's services.

If the vehicle is a rental car, the **Company** will cover the cost of returning it to the rental agency, but not the rental fees themselves.

This benefit can only be claimed once during the **Coverage Period**, and valid receipts must be provided as part of the claims process. Benefit maximum: \$2,500.

#### 2. Emergency Return Home

-- If the **Medical Director**, in consultation with the attending **Physician**, determines that it is necessary for the **Person Insured's Emergency Treatment** to continue in another **Hospital** or requests their return or transfer to their Canadian province or territory of residence, one or more of the following expenses as arranged or authorized by the **Medical Director** in advance, using the most cost-effective itinerary:

- (i) The cost of an economy class or charter fare;
- (ii) A stretcher fare on a commercial flight;
- (iii) The return economy class or charter fare for a qualified medical attendant, as well as the attendant's reasonable fees and expenses if deemed necessary by the airline;
- (iv) The cost of a jet or propeller-powered air ambulance; and/or
- (v) The extra fare for a **Travel Companion** to accompany **You**.

#### a) Expenses Related to Death of a Person Insured

-- In the unfortunate event an **Emergency** results in a **Person Insured's** death, expenses related to the preparation or transportation of their body back to their principal residence. Expenses related to a casket, urn, or headstone are not covered under this contract. Benefit maximum: \$5,000.

#### b) Return of Dependents

– In the event a **Person Insured** is **Hospitalized** for an **Emergency** for a duration exceeding 24 hours:

- (i) the transportation costs for a **Dependent** to return to their original departure point, and
- (ii) if the airline mandates it, the transportation costs for a qualified escort to and from the **Dependent's** original departure point, using the most cost-effective itinerary.

#### c) Subsistence Allowance

-- In the event of an **Emergency** that prevents a **Person Insured** or **Travel Companion** from returning to the originally planned point of departure or requires a transfer to a location different from the original destination, certain **Reasonable and Customary**



expenses incurred by the **Person Insured**, including meals, hotel accommodations, phone calls, and taxi fares, but excluding other forms of public transportation and internet or cellular services. Benefit maximum: \$150 per day, up to a maximum of \$1,500.

If the contract is not extended in accordance with the "Making Changes to Your Contract" section of this **Policy**, expenses will not be covered if incurred after the contract terminates in accordance with the "Termination of the Contract" section of the General Terms & Conditions of this **Policy**.

- d) **Bedside Companion** -- If a **Person Insured** is traveling alone and are **Hospitalized** for an **Emergency** for a period of 3 days or longer, the following expenses:

- (i) Economy class or charter fare for someone to be with the **Person Insured**, via the most cost-effective itinerary; and
- (ii) Cost of meals and accommodation for such person. Benefit maximum: \$300.

If the **Person Insured** is a **Dependent**, this benefit is immediately available upon their **Hospital** admission.

The bedside companion will also be covered under this contract as a **Person Insured** provided they are identified as such to **Trident Global Assistance**, subject to all terms, conditions, limitations, and exclusions and without any coverage for any **Pre-Existing Conditions**, until the **Person Insured** is deemed medically fit to return to their principal residence.

- e) **Emergency Paramedical Services** -- the cost of care received from licensed healthcare practitioners, including acupuncturists, chiropractors, osteopaths, physiotherapists, or podiatrists, when referred by a **Physician** as a result of the **Person Insured** experiencing an **Emergency**. Benefit maximum: \$250 per category of practitioner.

- f) **Return Home Due to Major Event** -- In the event of the occurrence of any one of the following major events during the **Coverage Period**, expenses in relation to such major event as specified below:

- (i) If a **Person Insured** or a **Travel Companion** has been hospitalized for a minimum of 7 consecutive days and, upon discharge from the **Hospital** with medical evidence that the **Person Insured** is unable to drive back, the **Company** will reimburse **You** or the **Person Insured** for:

- the cost of a one-way economy airfare back to the **Person Insured's** Canadian province or territory of residence, subject to the **Medical Director's** advance approval, provided such return airfare is arranged within 7 days of discharge from the **Hospital**, and
- if the cost of returning the **Person Insured's** vehicle exceeds the benefit maximum for the Return of Vehicle benefit, the excess costs that are otherwise eligible for coverage under the Return of Vehicle benefit.

- (ii) If any of the following incidents occur, the **Company** will reimburse **You** or the **Person Insured** for the cost of economy airfare back to the **Person Insured's** Canadian province or territory of residence, and the cost of economy airfare back to the **Person Insured's Trip** destination, subject to the **Medical Director's** advance approval:

- death of a **Relative** in Canada;
- **Hospitalization** of a **Relative** for a minimum of 7 consecutive days in Canada;
- a disaster has rendered the **Person Insured's** principal residence in Canada uninhabitable; or
- a disaster has made the **Person Insured's** land-based residence at their **Trip** destination uninhabitable (including trailers and motorhomes).

provided that, during the 6-month period prior to the start of the **Person Insured's Trip**:

- **You** or the **Person Insured** were not aware of circumstances that may require returning before the end of the **Coverage Period** to the **Person Insured's** Canadian province or territory of residence; and
- the **Relative** was not **Hospitalized**;

except that coverage for the cost of economy airfare to the **Person Insured's Trip** destination:

- is not available if **You** have purchased the Single Trip Coverage; and

- is available only if the **Person Insured** returns to their **Trip** destination during the **Policy Period**.

This benefit may be claimed only once per **Policy Period** per **Person Insured**. The occurrence of a major event will not suspend or extend the **Policy Period**. Benefit maximum: \$3,000.

## WHAT IS NOT COVERED

### LIMITATIONS & EXCLUSIONS

The contract will not provide any coverage, and no payments will be issued for any expenses that result, either entirely or in part, from, are contributed to by, or naturally and predictably stem from any of following excluded risks:

1. Any **Pre-Existing Condition**, unless the most recent **Policy Receipt** from the **Company** confirms the **Person Insured** has **Pre-Existing Condition** coverage and the **Person Insured**, or **You** on the **Person Insured's** behalf, accurately and fully disclosed all of the **Person Insured's Pre-Existing Condition(s)** material to the insurance applied for in the **Application** and such **Pre-Existing Condition** is not expressly excluded in the most recent **Policy Receipt**.
2. Any **Pre-Existing Condition** that is not excluded by exclusion #1 above and was not **Stable** at any time during the 180 days immediately before the **Effective Date**, unless such **Pre-Existing Condition** was **Stable** for more than 90 days prior to the **Effective Date** and disclosed in the **Application** by the **Person Insured** or **You** on behalf of the **Person Insured**, and the most recent **Policy Receipt** from the **Company** confirms the **Person Insured** has **Pre-Existing Condition(s)** coverage, the **Person Insured**, or **You** on behalf of the **Person Insured**, accurately and fully disclosed all of the **Person Insured's Pre-Existing Condition(s)** material to the insurance applied for in the **Application** and such **Pre-Existing Condition** is not expressly excluded in the most recent **Policy Receipt**.
3. Any loss resulting from:
  - a) Any **Pre-Existing Condition** that is not excluded by exclusions #1 or 2 above and was not **Stable** at any time during the 90 days immediately before the **Effective Date**.
  - b) Any condition listed under "Exclusions" on the most recent **Policy Receipt**.
  - c) Any condition listed under "Notes" on the most recent **Policy Receipt** as an excluded condition.
  - d) Any loss, **Sickness** or **Injury** related to a **Pre-Existing Condition** that is not excluded by exclusions #1 or 2 above, if the **Person Insured** did not inform the **Company** of a change in such **Pre-Existing Condition** before the **Effective Date** and the **Company** did not agree in writing to cover such change in the **Pre-Existing Condition**.
4. The **Person Insured** experiencing new or undiagnosed signs or symptoms of a **Sickness** for which they reasonably expect may require **Treatment** during the **Trip**, or otherwise have a reasonably foreseeable need for **Treatment** during the **Trip**;
5. Any loss resulting from:
  - a) Emergency medical services that are not deemed **Medically Necessary** by the **Medical Director** as part of an **Emergency Treatment** protocol;
  - b) Ongoing or follow-up care or rehabilitative care (unless expressly provided for in the contract), unless any further care is explicitly approved by the **Medical Director** in advance or is **Medically Necessary** as part of an **Emergency Treatment** protocol; or
  - c) **Treatment**, investigation, or **Hospitalization** for a **Recurrence**.
6. Any loss, **Sickness** or **Injury** for an **Emergency** occurring outside of the **Coverage Period** or while the **Person Insured** is in their Canadian province or territory of residence, unless the **Person Insured** experiences an **Emergency** while in direct transit to or from Canada (including layovers) and the contract is in effect.
7. Any loss resulting from:
  - a) Lost or replacement **Medication**, eyeglasses, contact lenses, or hearing aids;
  - b) Dental services, unless expressly covered by this contract; or

- c) **Treatment** of varicose veins, gout, arthritis, bursitis, decubitus ulcers (pressure sores), or cataracts, unless expressly provided for in this contract.
8. Any loss, **Sickness** or **Injury** if the travel was undertaken against medical advice or after receiving notice of a **Terminal Prognosis**.
9. Any loss in relation to transplants, including cornea transplant, organ transplant, bone marrow transplant, artificial limbs, prosthetic devices (other than a knee or a hip that had been replaced over 12 months ago from the start of a **Trip**), implants and any associated costs.
10. Any expenses for which prior approval by the **Medical Director** was required and not obtained, including but not limited to:
  - a) Cardiac or heart-related medical procedures, such as cardiac catheterization, coronary artery bypass surgery, coronary angioplasty, or any surgical interventions involving the heart;
  - b) Surgical procedures, diagnostic tests such as magnetic resonance imaging (MRI), computerized axial tomography (CAT), biopsy and other diagnostic tests;
  - c) Air ambulance services;
  - d) Any other medical procedure, hospitalization, or ambulance service for which prior approval by the **Medical Director** is required in the benefit provisions; and
  - e) Any **Emergency** assistance services that must be authorized or arranged by the **Medical Director** in accordance with the benefit provisions.

This exclusion will not apply if the **Person Insured's** condition prevents **You** or the **Person Insured** from seeking approval in advance by the **Medical Director** or if such procedures are **Medically Necessary** as part of an **Emergency Treatment** protocol determined by the attending **Physician**, and **You** or the **Person Insured** contact the **Company** as soon as it is medically possible.
11. Expenses incurred when a **Trip** is taken with the purpose of obtaining **Treatment** outside the **Person Insured's** Canadian province or territory of residence, regardless of whether it was recommended by their attending **Physician**.
12. Pregnancy-related expenses, including routine prenatal care, abortion, miscarriage, or childbirth; complications arising from pregnancy or childbirth.
13. For **Persons Insured** under 1 year of age on the **Effective Date**, any **Emergencies** linked to or stemming from a congenital birth defect of the **Person Insured**.
14. Any medical expenses resulting from:
  - a) Cancer, excluding those arising from a first-time diagnosis;
  - b) Failure to adhere to a **Physician's** recommended or prescribed **Treatment**;
  - c) Mental or emotional disorders or acute psychosis (including stress and anxiety) not necessitating **Hospitalization**;
  - d) Consultations with a medical specialist that were not referred by a **Physician**;
  - e) Visits to a dermatologist;
15. Any loss, **Sickness** or **Injury** arising from acts of war, invasion, actions by foreign adversaries, hostilities, warlike operations (regardless of whether an official declaration of war has been made), civil war, terrorism, rebellion, revolution, insurrection, civil unrest reaching the level of an uprising, or the exercise of military or usurped authority.
16. Any loss, **Sickness** or **Injury** resulting from the **Person Insured** engaging in rock or mountain climbing; activities like hang gliding, parachuting, bungee jumping, or skydiving; participation in motor sports or motor racing; involvement in organized sports in a professional capacity; scuba diving unless the **Person Insured** possess an open water diving certificate; or operating or undergoing training to operate any aircraft, whether as a pilot or crew member.
17. Any losses relating to: over-the-counter **Medication(s)** readily available without a prescription; vaccinations, immunizations, injections, or **Medication(s)** administered for preventative purposes or to manage a **Pre-Existing Condition**; contraceptives, fertility drugs, vitamin supplements, routine physical check-ups, or standard medical tests; unless expressly provided as a benefit herein.
18. Any self-inflicted **Injury**, including suicide attempts, regardless of the **Person Insured's** state of mind.
19. Any loss, **Sickness** or **Injury** arising from or in connection with the **Person Insured** committing or attempting to commit any illegal activity

under any applicable law, whether or not charged or convicted of such offence.

20. Any loss, **Sickness** or **Injury** arising from or in connection with the **Person Insured's** abuse of **Medication**, alcohol consumption, or being impaired or adversely affected by **Medication**, alcohol, or intoxicants.
21. Any unlawful acts committed by **You** or a **Person Insured**, a **Relative**, or a **Travel Companion**, regardless of whether they are **Persons Insured**.
22. Expenses for the return of the **Person Insured's** vehicle if **You** or the **Person Insured** pre-booked the return of the vehicle before experiencing an **Emergency**.
23. Expenses for economy airfare if **You** or the **Person Insured** pre-booked return airfare to **Your** or the **Person Insured's** Canadian province or territory of residence before experiencing an **Emergency**.
24. Any loss, **Sickness** or **Injury** arising from Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or any potential consequences associated with these conditions.
25. Any loss, **Sickness** or **Injury** arising from sexually transmitted diseases.
26. Expenses arising from or in relation to a **Person Insured's Hospitalization** on the **Effective Date**, if the **Effective Date** occurs after the start of the **Trip**.
27. Expenses incurred during any employment or other duties for which **Person Insured** received compensation or benefits.
28. Any expenses incurred within **Person Insured's** Canadian province or territory of residence, unless expressly provided for in the contract.
29. Any interest, finance or late payment charge.
30. Any expenses for elective or non-**Emergency** medical or dental **Treatment**.
31. Any loss, **Sickness** or **Injury** arising from or in connection with an automobile accident if **You** are or the **Person Insured** is entitled to benefits under an automobile insurance policy, including but not limited to no-fault benefits, or under an applicable Insurance Act, in accordance with the "Coordination of Benefits" provision in the General Terms & Conditions of this **Policy**.
32. Any loss, **Sickness** or **Injury** arising or resulting from the **Person Insured's** exposure to the radioactive, toxic, explosive, or other hazardous properties of nuclear materials or by-products.
33. **Treatment** for any **Emergency** experienced by the **Person Insured** while on their **Trip**, if prior to the **Coverage Period**:
  - a) an official travel advisory issued by the Canadian government explicitly states, "Avoid all non-essential travel" or "Avoid all travel" concerning the country, region, or city of the **Person Insured's** destination; and
  - b) the **Emergency** is related to such travel advisory.
34. Expenses for which no charge would typically be incurred in the absence of insurance, expenses that exceed the **Reasonable and Customary** charges for the region where the services were provided, or any loss, **Sickness** or **Injury** if the expense is incurred in the **Person Insured's** Canadian province or territory of residence.
35. Any loss or expense for which a claim was made involving fraud or deliberate misstatement or concealment.

The contract will not provide any coverage, and no payments will be made, for any loss or expense insured by other existing insurance coverages, including but not limited to, a **Government Health Insurance Plan** or a private plan, as further described in the "Coordination of Benefits" section of the General Terms & Conditions of this **Policy**.

If a **Person Insured** is covered under more than one travel insurance contract underwritten by the **Company** and the total amount of insurance in respect of the **Person Insured** exceeds the largest coverage limit of any one of such travel insurance contracts, the **Company's** aggregate liability will not exceed that coverage limit and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Notwithstanding the above, if a **Person Insured** is not covered by a **Government Health Insurance Plan**, the **Company's** aggregate liability

for all contracts with the **Company** under which the **Person Insured** is covered will not exceed \$200,000 and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Benefits are not payable and will terminate on the commencement of, any period during which **You** are or a **Person Insured** is serving a sentence for a criminal offence and are confined in a prison or other place of detention, including but not limited to, a mental institution, a halfway facility, or private residence (under house arrest).

This contract provides no coverage and the **Company** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the **Company** to any trade or economic sanctions, or cause the **Company** to be non-compliant with any applicable laws or regulations of Canada.

**Trident Global Assistance** has the authority to transfer the **Person Insured** to a different **Hospital**, provided they are medically fit for such a transfer, or to arrange transportation to return them to their Canadian province or territory of residence following an **Emergency**. If the **Person Insured** chooses not to be transferred to another **Hospital** or return to their Canadian province or territory of residence when deemed medically fit to travel by the **Medical Director**, any ongoing expenses for **Sickness** or **Injury** will not be covered.

## REDUCTIONS OF COVERAGE

If **You** or the **Person Insured** fail to contact **Trident Global Assistance** within the first 24 hours of an **Emergency** or **Hospitalization** for an **Emergency**, the individual benefit maximums under the contract will be reduced by 50% and the coverage limit under the contract will be restricted to \$25,000 if **You** have selected a coverage limit of \$50,000 or more.

This reduction of coverage will not apply if the **Person Insured's** condition prevents **You** and the **Person Insured** from contacting **Trident Global Assistance** as provided in this section, and **You** or the **Person Insured** contact **Trident Global Assistance** as soon as it is medically possible.

## CLAIM PROCEDURE

### Claim Notification

**You** or the **Person Insured** are required to notify **Trident Global Assistance** in respect of any claim within 24 hours of an **Emergency**. Failure to do so will result in a reduction of coverage as described above.

### Claim Form & Inquiries

To obtain a claim form or if **You** have an inquiry related to an existing claim, please contact **Trident Global Assistance** at 1-833-370-8777 within Canada or the US, or from any other country at 416-814-7615 (International Collect).

### Mail or Delivery Claim Forms To:

Email: [claims@tridentassistance.com](mailto:claims@tridentassistance.com)

Trident Global Assistance  
21 Four Seasons Place  
Etobicoke, ON M9B 0A6

### Claim Documentation

It is essential to submit all claims to **Trident Global Assistance** within 90 days from the date of the loss. If **You** or the **Person Insured** submit a claim but fail to provide proof of the claim within this 90-day period, the claim will not be invalidated if **You** or the **Person Insured** provide the proof as soon as reasonably possible and, in any case, within 1 year from the date of the loss. If applicable laws allow for a longer submission period, the extended timeframe specified by applicable law will apply.

In order for **Trident Global Assistance** to administer a claim, **You** or the **Person Insured** must provide all documents that **Trident Global Assistance** requires to support the claim. The **Person Insured's** prior medical history will be reviewed when a claim is reported. Please note that incomplete proof of claim and authorization forms will result in delays in the assessment of the claim.

### Submitting A Claim

When submitting a claim, it is important to provide a concise explanation of the medical situation, including details such as how, where, and when the

loss, **Sickness** or **Injury** occurred. For reimbursable expenses paid out-of-pocket by **You** or the **Person Insured**, original receipts are required as proof of these expenses.

**You**, each **Person Insured** and **Your** respective authorized representatives, if applicable, must fully cooperate with **Trident Global Assistance** to provide the documentation and authorization required by **Trident Global Assistance** to assess a claim. Claims cannot be processed or paid unless the claim forms are fully completed and signed by the claimant or an authorized representative of the claimant and **Trident Global Assistance** receives sufficient proof of the right of the claimant or an authorized representative of the claimant to receive a benefit under the contract and any other information **Trident Global Assistance** may reasonably require to establish the validity of the claim for benefits.

Please note that all costs associated with obtaining Canadian medical records required as proof of a claim under this contract will be covered by **Trident Global Assistance**. However, any other required documentation must be provided to **Trident Global Assistance** at **Your** or the **Person Insured's** expense.

If **You** have or a **Person Insured** has coverage from another insurance plan, **You** are or the **Person Insured** is required to first seek and, to the extent possible, obtain reimbursement from that insurance plan or policy. A claim may only be submitted for reimbursement under this contract after the other insurer has assessed the claim. When submitting a claim for reimbursement under this contract, **You** or the **Person Insured** must provide **Trident Global Assistance** with the written assessment of the claim submission from the other insurer. Benefits will be paid in accordance with the "Coordination of Benefits" section of the General Terms & Conditions of this **Policy**.

Please be aware that if the **Company** pays any expenses on **Your** or the **Person Insured's** behalf for which there is coverage through any other insurance plan, the **Company** reserves the right to recover any amount due for these expenses in accordance with the "Right of Recovery and Subrogation" section of the General Terms & Conditions of this **Policy**.

### Payment to Medical Provider

To facilitate the claims process, contact **Trident Global Assistance** prior to paying a **Hospital** directly. **We** generally pay **Hospital** charges directly to the **Hospital** wherever possible; however, the **Company** has the discretion to choose whether to directly pay a medical provider for any eligible expenses, and reserves the right to negotiate amounts payable on **Your** or a **Person Insured's** behalf with any service provider who renders services, the costs of which are eligible expenses under the contract. If the medical facility either declines payment directly from the **Company** or does not accept it, the **Company** will reimburse **You** or the **Person Insured** for the eligible expenses **You** or the **Person Insured** have paid.

Payment of any amount by the **Company** on **Your** or a **Person Insured's** behalf does not constitute a guarantee that the **Company** will cover **Your** or the **Person Insured's** expenses if the **Company** determines that the amount was not payable under the contract.

### Payment of Claim

To receive reimbursement of eligible expenses paid, **You** or the **Person Insured** must submit a valid original receipt of such eligible expenses paid, including original itemized bills, invoices, and receipts. Additionally, **You** or the **Person Insured** will need to pay **Your Deductible** (if applicable) directly to the provider at the time the claim is incurred.

The **Company** will make reasonable efforts to process and pay all amounts owed under the contract within 60 days of receiving the necessary proof of a claim and all required documentation.

Any payment made by the **Company** in good faith pursuant to this provision shall fully discharge the **Company** to the extent of such payment.

On making payment of any proceeds that become payable under the terms of the contract, a valid discharge of all liability under the contract for such proceeds will also be required from **You** or the **Person Insured** or **Your** respective authorized representatives.

## REFUNDS

Refunds are not available for Annual Multi-Trip Coverages.

If **You** have purchased a Single Trip Coverage, **You** may submit a written request to **Your Broker** to cancel the contract and receive a refund of prepaid premiums if all of the following conditions are met:



- a) This contract is signed by **You** and returned to the **Company**;
- b) Sufficient proof is provided that the condition(s) for receiving a refund has (have) been met;
- c) The **Person Insured** either did not commence their **Trip** or returned before the **Termination Date**;
- d) No claims exceeding the **Deductible(s)** have been filed, paid, or are pending; and
- e) The refund request is made before the **Termination Date** and the contract has not otherwise terminated.

Premium refunds, regardless of the payment method, must be requested and obtained through the **Broker** from whom the coverage was initially purchased.

If **You** request to cancel the contract is approved by the Company and the total premium payable for the contract was paid on the **Application Date**, the refund amount will be calculated to the date of receipt of the written notice to **Your Broker**.

No claims will be reimbursed and no benefits will be payable under the contract after **You** have received a full or partial premium refund.

Applicable service fees and administrative charges are not refundable.

Notwithstanding the above, a full refund of the initial premium and fees paid is available if **You** return the contract for cancellation within 10 days after **You** receive it, pursuant to the "10 Day Free Look" section of this **Policy**.

## SERVICE FEES AND ADMINISTRATIVE CHARGES

The following is a non-exhaustive list of common service fees and administrative charges:

- a) to cancel **Your** contract (if not within 10 days after receiving **Your** contract): \$25; and
- b) to withdraw a claim to cancel **Your** contract and obtain a refund: \$200.

Please contact **Your Broker** for more information about current service fees and administrative charges.

## TERMINATION OF THE CONTRACT

The contract will terminate on the earliest of the following:

- a) on the **Termination Date**;
- b) on the end of the extension period described in the "Automatic Extension of Coverage" section of this **Policy**;
- c) on the date the contract is cancelled in accordance with the "Premium Refunds" section of this **Policy**; or
- d) on the end of the applicable notice period, if the **Company** gives notice of termination due to non-payment of an initial premium.

If the initial premium is not received by the **Company**, the **Company** may terminate the contract by delivering written notice of termination to **You** by personal delivery, regular post (except in Alberta, Ontario and British Columbia), or registered mail. If notice is delivered by:

- a) Personal delivery, the notice period is 5 days and commences on the date of personal delivery;
- b) Regular post, the notice period is 10 days and commences on the date following the date of mailing the notice; or
- c) Registered mail, the notice period is 15 days and commences on the day following delivery of the registered letter.

## APPEAL PROCEDURE

If **You** have a concern related to a claim decision, **You** can request a review of the decision. Any new information **You** provide will be taken into consideration, and a written decision will be provided. This decision will outline our findings based on the terms, conditions, limitations, and exclusions of the contract.

To request a review of a claims decision, **You** must:

- a) Make the request in writing (including by email); and
- b) Submit the request to the **Company** no later than 30 days after the date **You** receive our initial decision.

Please send **Your** request for review, including the reason for **Your** concern and any new information supporting it, to the specified contact address:

**Email:** [groupcompliance@empire.ca](mailto:groupcompliance@empire.ca)

**Fax:** 1-866-589-0070, or send it to:

Attention: Group Health Claims/Customer Relations Officer  
The Empire Life Insurance Company  
259 King Street East  
Kingston ON, K7L 3A8

## DEFINITIONS

**Application** means the document that is completed by each **Person Insured** and/or **You** or by someone authorized to complete the **Application** on **Your** and/or the **Person Insured's** behalf, or for which each **Person Insured** and/or **You** were consulted when it was completed by **Your Broker** on **Your** behalf, in order to apply for the contract. The **Application** forms part of the contract.

**Application Date** means the date the application was submitted to the **Company** by **Your Broker** on **Your** behalf.

**Broker** means the insurance agent who facilitated the completion and submission of the **Application** and facilitated payment arrangements for the contract.

**Coverage Period** means, in respect of the Annual Multi-trip Coverage, the consecutive number of days per **Trip** for which a **Person Insured** has coverage under the contract, as selected by **You** on the **Application** and indicated on the **Policy Receipt**, and. In respect of the Single Trip Coverage, the **Coverage Period** is the duration of a **Person Insured's Trip**.

**Deductible** means the amount in U.S. dollars shown on the most recent **Policy Receipt** that **You** or the **Person Insured** must pay before any remaining covered expenses are reimbursed under the contract if **You** have selected a **Deductible** for the contract. The **Deductible** applies once per **Person Insured** per **Policy Period** and is set out in the most recent **Policy Receipt**.

**Dependent(s)** means any unmarried children (biological, adopted or stepchildren) residing with **You**, who rely upon **You** as their sole means of support and maintenance; are at least 15 days of age and either: (a) under age 19, (b) under age 26 and attending school on a full-time basis, or (c) mentally or physically incapable of earning their own living; and in respect of whom an **Application** is made by **You** and who is specifically named on the most recent **Policy Receipt**, to be covered under the contract.

**Effective Date** means the date **Your** insurance contract takes effect as specified on the most recent **Policy Receipt**.

**Emergency or Emergencies** means an unexpected or unforeseeable **Sickness** or **Injury** that necessitates immediate, non-discretionary medical attention, **Treatment**, or care for the immediate relief of acute symptoms. This is a situation that, based on the advice of a **Physician**, cannot be postponed until the **Person Insured** returns to their province or territory of residence in Canada. An **Emergency** has ended when the **Medical Director** determines that no further **Emergency Treatment** is **Medically Necessary**.

**Government Health Insurance Plan** means the health insurance coverage that the government of the province or territory in Canada where **You** or a **Person Insured** reside provides to eligible residents of such province or territory.

**Heart Condition** includes abnormal heart rhythm, arrhythmia, atrial fibrillation, or irregular heartbeat; insertion or replacement of a pacemaker or defibrillator; heart attack (myocardial infarction); heart transplant; coronary artery disease or angina; coronary angioplasty or stent insertion; coronary artery bypass; heart valve disease, regurgitation, or stenosis (mild, moderate or severe); heart murmur; pericarditis or cardiomyopathy.

**Hospital** means a facility that is equipped to provide surgical services on both an in-patient and out-patient basis in the context of a medical **Emergency**, and "**Hospitalization**" or to be "**Hospitalized**" means to be confined as an in-patient in a **Hospital**. This definition excludes nursing homes, rest homes, convalescent homes, rehabilitation centres, homes for the aged, or any place primarily intended for the **Treatment** of alcohol or drug addiction.

**Injury** means physical harm or damage sustained as a result of an unforeseeable, external, sudden, violent and involuntary event that occurs during the **Coverage Period** and necessitates immediate **Treatment**.

**Lung Condition** includes chronic obstructive pulmonary disease (COPD), chronic bronchitis, emphysema, pulmonary fibrosis, cystic fibrosis, interstitial lung disease, asbestosis, lung surgery, or chronic asthma, but not seasonal allergies or minor ailments.

**Medical Director** means the medical **Physician** who is acting on behalf of **Trident Global Assistance**.

**Medically Necessary** concerning a specific **Treatment** or other service or supply, means that such **Treatment**, service or supply:

- (i) is suitable and aligns with the diagnosis as per accepted community standards of medical practice;
- (ii) is not of an experimental or investigative nature;
- (iii) cannot be omitted without negatively impacting the **Person Insured's** condition or the quality of medical care they receive;
- (iv) cannot be postponed until the **Person Insured** returns to their province or territory of residence in Canada; and
- (v) is administered in the most cost-effective manner, at the most suitable level of care, and not primarily for the sake of convenience.

**Medication(s)** means any drug or remedy prescribed by a **Physician** for the **Treatment** of disease and the maintenance of health. This includes new prescriptions, any renewals, or refills, as well as insulin and nitroglycerine (regardless of whether they require a prescription). However, it does not encompass other drugs and remedies that can be acquired without a prescription, such as aspirin (or equivalents), vitamins, minerals, and hormone replacement (or therapy).

**Period of Stability** means the timeframe specified in the **Application** for a **Pre-Existing Condition** to be deemed **Stable**.

**Person Insured** means any person(s) for whom insurance coverage is currently in effect under the contract that is/are specifically named on the **Application** and the most recent **Policy Receipt**, and any bedside companion(s) eligible for coverage under the contract and identified as such to **Trident Global Assistance** by **You** or the **Person Insured**.

**Physician** means an individual who is not **You** or **Your Relative**, who holds legal qualifications and the necessary license to practice medicine or perform surgical procedures in the jurisdiction in which they provided medical services or performed surgical procedures for a **Person Insured**, and includes a Doctor of Medicine (M.D.), Doctor of Osteopathy (D.O.), Doctor of Chiropractic (D.C.), or Doctor of Dentistry (D.D.S.).

**Policy** means this document, which sets out the terms, conditions, limitations and exclusions for the coverage(s) indicated on the most recent **Policy Receipt**.

**Policy Period** means the period during which coverage under the contract is in force. This period commences on the **Effective Date** and concludes on date the contract terminates in accordance with the "Termination of the Contract" section of the General Terms & Conditions of this **Policy**.

**Policy Receipt** means the document sent to **You** as confirmation of the coverage(s) **You** have purchased, (excluding the email or cover letter to which the **Policy Receipt** may be attached) and any amended **Policy Receipt** that is sent to **You** if **Your** coverage(s) change. It forms part of the contract.

**Policyowner** means the person who owns the contract and can exercise all of the rights, options, and privileges associated with it.

**Pre-Existing Condition(s)** means a medical or physical condition, symptom, illness, or disease, whether diagnosed or not, for which **Treatment** has been received or taken, or for which a **Person Insured** exhibited signs or symptoms, at any time before the **Effective Date**.

**Reasonable and Customary** means the costs typically billed for covered expenses, provided they do not exceed the standard fees in the geographic region where the expenses are accrued, for similar **Treatment**, services, or supplies related to a comparable **Sickness** or **Injury**.

**Recurrence** means the reappearance of signs or symptoms associated with a **Sickness** or **Injury** for which the **Person Insured** has previously received **Treatment** for that **Sickness** or **Injury** due to a prior **Emergency** during this **Policy Period**, and the prior **Emergency** was declared over by the **Medical Director**.

**Relative** means **Your Spouse** and **Dependents**; biological parents or stepparents; parents-in-law; biological siblings or stepsiblings/brothers,

sisters/brothers-in-law, sons/daughters-in-law; grandparents; grandchildren; and aunts, uncles, and nieces/nephews.

**Sickness** means the emergence of an ailment, illness, or disease during the **Coverage Period** that necessitates immediate **Treatment**.

**Spouse** means an individual who is legally married to and continuously resides with **You**, or who is not legally married to **You** but is living in a conjugal relationship with **You** and has been continuously residing with **You** for at least 1 year and in respect of whom an **Application** is made by **You** and who is specifically named on the most recent **Policy Receipt**, to be covered under the contract.

**Stable** means that **Your** or a **Person Insured's** condition remains unchanged or is not deteriorating. This includes:

- (i) no alteration in signs or symptoms or the appearance of new signs or symptoms;
- (ii) no reduction, increase, or discontinuation of **Medication** dosage or frequency;
- (iii) no new **Medications** prescribed;
- (iv) no **Hospitalization** or need for medical consultation (except routine examinations); and/or
- (v) no prescription, receipt, or recommendation of any medical, therapeutic, or diagnostic procedure by a **Physician**, including investigative testing or surgery.

**Terminal Prognosis** means a clinical evaluation conducted by a **Physician** whereby the **Physician** determines that a current medical condition, **Sickness**, or **Injury** is anticipated to lead to the untimely death of the **Person Insured** within the 12-month period following such evaluation.

**Termination Date** means the date on which the contract is scheduled by **You** to terminate, as indicated on the most recent **Policy Receipt**. See the "Termination of the Contract" section of the General Terms & Conditions of this **Policy** for information about the contract terminating on a date other than the **Termination Date**.

**Top-Up** means a purchase of travel insurance coverage by **You** in order to supplement or maintain insurance coverage during a **Trip**. A **Top-Up** coverage is either purchased under a contract for Single Trip Coverage and takes effect following the termination of insurance coverage under a travel insurance contract underwritten by the **Company** or another insurer, or purchased under a contract for Annual Multi-Trip Coverage to provide supplemental coverage for the first **Trip** taken during the **Policy Period**.

**Travel Companion** means someone who is named and identified as such on the **Application** and is also listed on the most recent **Policy Receipt**.

**Treatment** means any medical, therapeutic, or diagnostic procedure that has been advised, prescribed, performed, or recommended by a **Physician**. This can include actions such as taking prescribed medication, undergoing investigative testing, **Hospitalization**, surgery, or any other recommended medical actions related to the **Sickness** or **Injury**.

**Trident Global Assistance** means the emergency assistance provider acting on behalf of the **Company** for the purposes of administering claims under the contract.

**Trip** means the period during which a **Person Insured** is in direct transit to and from or traveling outside of their province or territory of residence, while the contract is in force.

## GENERAL TERMS & CONDITIONS

### Statutory Conditions

Despite any other provision contained in the contract, the contract is subject to the applicable statutory conditions prescribed under the law that governs the contract, as described below, respecting contracts of accident and sickness insurance.

### Applicable Law

The contract is governed by the laws and regulations of the Canadian province or territory of **Your** principal residence in Canada, as stated in the **Application**.

Any legal action or other proceeding related to or connected with this contract that is commenced by **You** or a **Person Insured** or anyone claiming on **Your** or a **Person Insured's** must take place in the courts of the province/territory of Canada, the laws of which govern the contract, and

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no other court has jurisdiction to hear or determine any such action or proceeding.

### Misrepresentation and/or Non-Disclosure

**You** and each **Person Insured** or a person authorized to complete the **Application** on behalf of **You** and/or a **Person Insured** must provide accurate and complete information in the **Application**.

If the **Application Date** is not the **Effective Date**, the answers provided in the **Application** must be complete and accurate as of the **Effective Date**.

The Company relies on the information provided in the **Application** for approving the **Application** and any claim made under the contract.

If **You** or the **Person Insured** or a person authorized to complete the **Application** on behalf of **You** and/or a **Person Insured** fail to provide, or misrepresent, information in the **Application** that is material to the coverage(s) applied for, the **Company** may void the contract, which means no claim under the contract will be paid and premiums paid may not be refunded in cases of fraud. This determination may be made at any time, including but not limited to, when a claim is made.

If the **Company** determines that **You** or the **Person Insured** did not meet the eligibility requirements on the **Effective Date**, the contract is null and void and is deemed to have never taken effect, and no benefits will be payable and premiums may not be refunded in cases of fraud.

In addition, **We** will not pay a claim if **You** make, or any **Person Insured** or anyone acting on **Your** or a **Person Insured's** behalf makes, a fraudulent, false or misleading statement regarding, or provides a false, fraudulent or misleading document supporting, a claim.

Misrepresentation of age in the **Application** will not be considered misrepresentation for the purpose of the contract but will be dealt with as set out below.

### Misrepresentation of Age

If the age of a **Person Insured** for a coverage is misstated in the **Application**, the benefits payable for that coverage will be adjusted to the amount that would have been provided on the basis of the correct age and the premium actually paid in respect of that coverage. If, on the basis of the correct age, the coverage would not have been available for that **Person Insured**, that coverage will be void and all premiums paid for that coverage will be refunded to **You**.

### Contract

The contract is non-participating. No **Broker** or other insurance agent has authority to change the contract or waive any of its provisions. Any change or waiver of a contract provision must be in writing and signed by an authorized officer of the **Company** to be valid.

### Conformity with Existing Laws

If any of the terms or conditions of the contract are in conflict with the laws governing the contract, such terms or conditions shall be deemed amended to conform to the minimum requirements of that law. If such terms or conditions of the contract are determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability attaches only to such terms or conditions, and the remaining terms and conditions of the contract shall remain in full force and enforceable.

### Currency

All premiums and benefits under the contract are payable in Canadian currency. The **Deductible**, if applicable, is in United States dollars. To facilitate payments to providers, the **Company** will pay claims in the currency of the country where the charges are incurred, based on i) the rate of exchange set by any chartered bank in Canada on the last date of **Emergency Treatment**, or ii) the date the payment is issued to the provider of service.

### Premium Payment

The most recent **Policy Receipt** shows the total premium for the contract. If the total premium is not paid in full on the **Application Date**, the **Company** reserves the right to charge **You** and collect any underpayment of the total premium. If an underpayment in premium cannot be collected, the **Company** reserves the right to terminate the contract in accordance with the "Termination of the Contract" provision of this **Policy**, shorten the **Policy Period**, or deduct the outstanding premium amount from any amounts for which the **Company** is liable under the contract.

No premiums will be due or payable for any period after the contract terminates. The acceptance of any premium paid in respect of the contract after the termination of the contract in accordance with its terms will not impose any liability on the **Company** and will be refunded to **You**. Other than as expressly provided in the contract, premiums are not refundable, in whole or in part.

### No Waiver

Failure by **Us** to insist upon compliance with any provision of the contract will not operate so as to waive or modify or render unenforceable such provision or any other provision of the contract thereafter.

### No Assignment

**You** may not assign, sell, gift, or otherwise transfer, in whole or in part, ownership of the contract or any of the rights, options and privileges associated with the contract. For greater clarity, **You** may not jointly own the contract with another person or entity.

### No Beneficiary Designation Permitted

**You** cannot designate any other person other than **Yourself** to receive the benefits payable under the contract. **We** reserve the right to pay benefits in accordance with the "Payment to Medical Provider" section of this **Policy**.

### Limitation of Liability

**Our** liability under the contract is limited solely to the payment of eligible claims, up to the maximum coverage amount purchased and the applicable benefit limits, for eligible expenses related to **Emergencies** during the **Policy Period** as set out in the contract. Neither **We**, upon making payment under the contract, nor our agents or administrators, assume any responsibility for the availability, quality, results or outcome of any **Treatment** or service, or **Your** failure to obtain any **Treatment** or service covered under the terms of the contract.

### Coordination of Benefits

The contract is a last-payor plan and is intended to provide coverage for excess expenses not covered by any other plans and any other source of recovery (including any indemnity payments) that **You** may have in respect of **Your** claim. It is not meant to replace or substitute for any other plans that would have been active and would have provided reimbursement for expenses incurred if this contract were not in effect. Such plans include any other public or private policy, contract or arrangement other than this contract, which provides benefits or services for, or by reason of, medical or dental care or treatment, including, but not limited to, government health insurance, homeowners' insurance, tenants' insurance, multi-risk insurance, individual or group basic or extended health care insurance, automobile insurance, insurance available under credit cards, or any other insurance plan provided by another insurer.

If a **Person Insured** incurs an eligible expense at least a portion of which is insured simultaneously for substantially the same expenses or charges under more than one contract underwritten by the **Company** or any other plan or source of recovery, payment of benefits (except the Accidental Death Benefit) will be coordinated and/or reduced to the extent that benefits available to you from all plans or other sources of recovery will not exceed 100% of the actual incurred expenses. Benefits payable under another plan will be deemed to include the benefits that would have been payable had claim been duly made. Coordination of benefits will be in accordance with the Canadian Life and Health Insurance Association Inc.'s Guideline G17 "Coordination of Benefits for Out-of-Country/Out-of-Province/Territory Medical Expenses."

If a **Person Insured** is covered under more than one travel insurance contract underwritten by the **Company** and the total amount of insurance in respect of the **Person Insured** exceeds the largest coverage limit of any one of such travel insurance contracts, the **Company's** aggregate liability will not exceed that coverage limit and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

Notwithstanding the above, if a **Person Insured** is not covered by a **Government Health Insurance Plan**, the **Company's** aggregate liability for all contracts with the **Company** under which the **Person Insured** is covered will not exceed \$200,000 and any excess insurance will be void and the premiums paid for such excess insurance will be refunded.

## Right of Recovery and Subrogation

If the **Company** determines that there is no coverage for a claim under this contract, all amounts advanced to **You** or a **Person Insured**, or on **Your** or their behalf, under the contract for such claim must be repaid by **You** to the **Company** on demand. In such circumstances, any payment(s) made by the **Company** will not constitute an acceptance of coverage for such claim.

Whenever payment of any benefits has been made by the **Company** hereunder in excess of the amount payable under the terms and conditions of this contract, the **Company** will have the right to recover any such excess from any persons to whom, or for whom, or with respect to whom such payments were made, or from any other insurance companies or any other applicable sources of recovery. If any such excess is not recoverable, the **Company** reserves the right to charge such excess against any other benefits payable for the same **Person Insured** under this contract.

Upon providing benefits under the contract, **Trident Global Assistance**, on behalf of the **Company**, will have full rights of subrogation and may proceed, in **Your** or the **Person Insured's** name and at its expense, against third parties who may be directly or indirectly responsible for any loss in respect of which a claim was made under the contract. **You** will execute and deliver such documents as are necessary and cooperate fully with the **Company** and **Trident Global Assistance** to allow full assertion of such rights, **You** will do nothing to prejudice such rights, and **You** will ensure that all **Persons Insured** under the contract comply with same.

## Limitation of Action

Every action or proceeding against the **Company** 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 British Columbia, Alberta and Manitoba), the Limitations Act, 2002 (for Ontario), or other applicable legislation (for all other provinces and territories).

## THIS POLICY IS UNDERWRITTEN BY:

The Empire Life Insurance Company  
259 King Street East  
Kingston ON, K7L 3A8

## THIS POLICY IS ADMINISTERED BY:

TruStone Health, a division of TruStone Financial Inc.  
259 King Street East  
Kingston ON, K7L 3A8

## EMERGENCY ASSISTANCE & CLAIMS ARE ADMINISTERED BY:

Trident Global Assistance  
21 Four Seasons Place  
Etobicoke, ON M9B 0A6

## Important Notice – Read Carefully Before You Travel

**You** have purchased a travel insurance contract – what is next?

**We** want **You** to understand (and it is in your best interests to know) what coverage and benefits the contract includes, what it excludes, and what is limited (payable but with limits). Please take time to read through **Your** contract before **You** travel.

- **Your** travel insurance covers claims for eligible expenses arising from **Emergencies** that occur while a **Person Insured** is travelling outside their Canadian province or territory of residence and does not include expenses related to follow-up or recurrent care.
- To qualify for this insurance, each **Person Insured** must meet all eligibility requirements as of the **Effective Date** and **Your Application** must be approved by the **Company**. If a **Person Insured** is not eligible as of the **Effective Date**, the contract is deemed null and void, no claim will be paid and premiums may not be refunded in cases of fraud.
- **Your** travel insurance is subject to the limitations and/or exclusions described in the contract (e.g. medical conditions that are not **Stable**, pregnancy, child born on trip, excessive use of alcohol, high risk activities).
- **Your** travel insurance may not cover claims related to **Pre-Existing Conditions**, even if disclosed at time of purchase.
- Contact **Trident Global Assistance**, the emergency assistance provider, at the numbers indicated in the 24/7 Emergency Assistance section before seeking **Treatment** or **Your** benefits may be limited or denied.
- In the event of a claim, the prior medical history of the **Person Insured** may be reviewed.
- If a **Person Insured** has been asked to complete a medical questionnaire as part of the **Application** and any of their answers is not accurate or complete as of the **Effective Date**, **Your** contract will be voidable by **Us**. If we void **Your** contract, no claim will be paid and premiums may not be refunded in cases of fraud.

**It is Your responsibility to understand Your coverage. If You have questions, call Trident Global Assistance, or contact Your Broker or TruStone Health.**

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