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Trip Cancellation & Interruption covers you for the following.

Coverage Maximum	
<b>Trip Cancellation</b> <i>(prior to departure)</i>	Single-Trip: Amount you choose based on trip value. Multi-Trip Annual: Option chosen (\$1,500, \$2,500 or \$5,000)
<b>Trip Interruption</b> <i>(after departure)</i>	Aggregate maximum of \$10,000 <i>(for Single-Trip or Multi-Trip Annual)</i>
<b>Trip Delay</b> <i>(before or after departure)</i>	

**Benefits**

In the event *your trip* is cancelled, interrupted or delayed due to the occurrence of an insured risk, GMS will pay *reasonable and customary* expenses on your behalf as outlined in this benefits section.

**TRIP CANCELLATION (prior to departure)**

In the event *your trip* is cancelled, the following are payable per-person, per-trip:

1. the non-refundable portion of:
  - a. pre-paid *transportation*;
  - b. other *travel arrangements*; and
  - c. any cancellation penalties; and
2. the difference between double occupancy (or applicable rate) and single occupancy rate when an insured risk prevents *your travelling companion* from travelling with you.

**TRIP INTERRUPTION (after departure)**

In the event *your trip* is interrupted after *your departure*, the following are payable per-person, per-trip:

1. the lesser of;
  - a. one-way *transportation* to *your province of residence*; and
  - b. the fee charged by the *common carrier* to change *your contracted return date*;
2. unused, non-refundable *travel arrangements* (if any) when you must return to *your province of residence* earlier than the *contracted return date* and miss part of *your trip*;
3. the additional cost of *transportation* to rejoin a tour, group or *trip* if you have not been returned to *your province of residence* as a result of an insured risk; and
4. in the case of death, up to \$3,000 for the preparation and *transportation* of *your* remains to *your province of residence*, or for cremation or burial at the place of death.

**TRIP DELAY (before or after departure)**

In the event *your trip* is delayed, the following are payable per person, per *trip*:

1. the extra expense of one-way *transportation* to the *contracted destination*; and
2. an out-of-pocket allowance of up to \$150 per day to a maximum of \$500 for *accommodations, meals, and essential telephone calls and taxi fares* in the event you are delayed beyond the *contracted return date*.

**Insured Risks**

Benefits are payable under Trip Cancellation & Interruption coverage if *your trip* is cancelled, interrupted, or delayed due to any of the following.

1. **Emergency Medical Conditions** - Benefits are payable if:
  - a. *you or your travelling companion* suffer a *medical emergency*;
  - b. *you or your travelling companion's spouse, family member, key employee or caregiver* are hospitalized; or
  - c. *your host* is hospitalized at *your destination*.

In the event a *medical emergency* delays *your return to your province of residence* you must return on the earliest of:

  - i. the date you are deemed medically fit to travel by the attending *physician*; or
  - ii. five (5) days following the end of *your or your travelling companion's medical emergency* or discharge from *hospital*.
2. **Pregnancy** - Benefits are payable if:
  - a. *you or your travelling companion* suffer complications in the first thirty-one (31) weeks of a pregnancy;
  - b. *you or your travelling companion's spouse or family member* suffers complications in the first thirty-one (31) weeks of a pregnancy; or
  - c. *you or your travelling companion* are diagnosed as pregnant after the *booking date of the trip* when the *departure date* falls within 9 weeks of the expected delivery date.
3. **Death** - Benefits are payable if:
  - a. *you or your travelling companion* dies;
  - b. *you or your travelling companion's spouse, family member, key employee or caregiver* dies; or
  - c. *your host* at *your destination* dies.

**IMPORTANT NOTICE**

This policy contains words printed in italics indicating they are defined terms detailed in the definition section.

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

**PLEASE READ YOUR POLICY CAREFULLY  
BEFORE YOU TRAVEL**

**TRIP CANCELLATION & INTERRUPTION COVERAGE**

GMS Trip Cancellation & Interruption coverage can be purchased as a Single-Trip plan, or a Multi-Trip Annual plan providing limited coverage for multiple *trips* taken throughout a year. The following benefits and exclusions are applicable to both plans. Refer to the Single-Trip or Multi-Trip Annual sections for details on eligibility, when coverage begins and ends, policy changes, and refunds as they apply to the plan you select.

4. **Government Advisories & Visas** - Benefits are payable if:
- you or your travelling companion* are not issued a travel visa, (other than an immigration or employment visa) for reasons beyond *you or your travelling companion's* reasonable expectation or control; or
  - your trip* destination has a travel advisory issued after the *booking date of your trip* by the Canadian government, recommending that Canadians do not travel to the destination/country for a period of time including *your travel dates*.
5. **Employment and Occupation** - Benefits are payable if:
- you or your travelling companion* experience an unexpected transfer, after the *booking date*, by the employer for whom *you or your travelling companion* work on the *booking date* which requires relocation of *you or your travelling companion's* principal residence;
  - you or your travelling companion* experience involuntary loss of permanent employment not reasonably foreseeable at the time of *booking your trip*;
  - a business meeting, trade show, convention or training course that is cancelled beyond *you or your travelling companion's* control, or *you or your travelling companion's* employer's control if it:
    - was scheduled before *your booking date*;
    - is the sole purpose for the *trip*;
    - pertains to current full-time occupation or profession; and
    - is held between or by companies with unrelated ownership; or
  - you or your travelling companion* are issued a summons to service in the case of reservist, active military, police and fire personnel.
6. **Delays, Schedule Changes and Misconnections** - Benefits are payable if:
- you or your travelling companion* experience an unexpected delay of a scheduled *trip on a common carrier*, due to weather conditions, for a period of at least 30% of *your trip*, when *you* choose not to continue with *your trip*;
  - you or your travelling companion* experience an unexpected delay of a scheduled *trip on a common carrier*, due to weather conditions, for a period of at least 30% of *your trip*, when *you* choose to continue with *your trip*;
  - you or your travelling companion* experience an unexpected delay of a scheduled *trip on a common carrier*, due to weather conditions, mechanical failure, a traffic accident or an emergency police directed road closure, causing *you* to miss a portion of *your non-refundable travel arrangements* and *you* choose to continue with *your travel arrangements* as planned;
  - you or your travelling companion* miss a connection due to weather conditions, a schedule change or a mechanical failure of the *common carrier*, provided the *common carrier* was scheduled to arrive not less than two (2) hours prior to the scheduled connection time;
  - you or your travelling companion* are delayed on route to a scheduled departure point when *you* are a passenger in or the driver of a private automobile that experiences mechanical failure, severe weather conditions, a traffic accident or emergency police-directed road closure, provided the private automobile was scheduled to arrive not less than two (2) hours prior to the scheduled departure time;
  - a cancellation beyond *you or your travelling companion's* control occurs, of a concert, wedding, or other event if it is:
    - scheduled before *your booking date*; and
    - the sole purpose for *your trip*;
  - you or your travelling companion's* scheduled medical consultation is cancelled prior to departure, beyond *you or your travelling companion's* control if it is:
    - scheduled before *your booking date*; and
    - the sole purpose for *your trip*;
 (Coverage is limited to the patient and a maximum of two (2) travelling companions insured under a GMS travel insurance policy); or
  - you or your travelling companion's* cruise is cancelled prior to the departure of the cruise ship due to the mechanical failure, grounding, quarantine of the cruise ship or the reposition of the cruise ship due to weather conditions, earthquakes or volcanic eruptions.
7. **Default of Travel Supplier**  
Benefits are payable if *you or your travelling companion's* travel services are undelivered due to the default of a travel supplier with whom *you or someone on your behalf* booked *your transportation and/or travel arrangements*. Claims will be paid to an aggregate limit of \$200,000 per calendar year for all GMS policyholders covered under Trip Cancellation & Interruption Insurance. If it is estimated that claims will exceed the \$200,000 limit in a calendar year, claims will be paid on a prorated basis after the end of the calendar year.
8. **Other Risks** - Benefits are payable if:
- you or your travelling companion's* principal residence or place of business is made uninhabitable or inoperable as a result of fire, flood, burglary, vandalism or natural disaster;
  - you or your travelling companion* are quarantined or hijacked;
  - you or your travelling companion* are required to appear for jury duty, as a defendant in a civil suit or are subpoenaed as a witness; or
  - you or your travelling companion* experience a loss directly or indirectly caused by terrorism that would otherwise be payable under one of the covered risks. Claims will be paid to an aggregate limit of \$200,000 per calendar year for all GMS policyholders covered under Trip Cancellation & Interruption Insurance. If it is estimated that claims will exceed the \$200,000 limit in a calendar year, claims will be paid on a prorated basis after the end of the calendar year.

## Exclusions

- Stability** - GMS does not cover any expenses resulting from *medical condition(s)* which have not been stable for one hundred and eighty (180) days immediately prior to the later of:
  - the date *you* purchased *your Trip Cancellation & Interruption coverage*; or
  - the *booking date of your trip*.*Medical condition(s)* include those:
  - for which *you* received *medical treatment* or *medical consultation*; and/or
  - related to undiagnosed symptoms for which *you* received *medical treatment* or *medical consultation*.*You must be stable* based on the definition of *stable* in this policy regardless of the opinion of *your physician* or any other person who may provide an opinion on *your medical condition(s)*.
- Anticipated Events** - GMS does not cover any expenses resulting from any anticipated event, occurrence, circumstance or *medical condition*, which *you* were aware of on or before *your effective date*, and which *you* knew might be cause for cancellation, interruption or delay of *your trip*.
- Acting Against Physician's Advice** - GMS does not cover any expenses when *you* travel against the advice of a *physician*.
- Visiting Ailing Persons** - GMS does not cover any expenses resulting when a *trip* was undertaken to visit or attend an ailing person, when the *medical condition* or ensuing death of that person is the cause of the claim.
- Travel for Diagnosis or Treatment** - GMS does not cover any expenses resulting when a *trip* was undertaken for *medical consultation* or *medical treatment* where a delay or interruption is caused by the *medical consultation* or *medical treatment*, except as provided for under insured risk 6.g.
- Certain Pregnancy Related Matters** - GMS does not cover any expenses resulting from *your pregnancy* within nine (9) weeks before or after the expected delivery date.
- Risky Activities** - GMS does not cover any expenses resulting from *your* participation in:
  - professional sport;
  - speed contests or racing of motorized land, water or air vehicle(s);
  - an extreme sport, including but not limited to, scuba diving (except when *you* are NAUI, PADI, ACUC or SSI certified), bungee jumping, parachuting, mountaineering, skydiving, rodeo, hang gliding, acrobatic or stunt flying, or jockeying.
- Non-Common Carrier Air Travel** - GMS does not cover any expenses resulting from air travel unless riding as a passenger on a *common carrier*.
- Space Tourism** - GMS does not cover any expenses resulting from space tourism for recreational, leisure or business purposes.
- Certain Pre-Existing Conditions** - GMS does not cover any expenses related to a pre-existing disorder, disease, condition or symptom that is emotional, psychological or mental in nature.
- Risky Work or Volunteer Activities** - GMS does not cover any expenses resulting from *your service* in the armed forces, willful exposure to peril, work within a hazardous occupation or mission and/or relief work.
- Work** - GMS does not cover any expenses for work related accidents.
- Result of Conflict** - GMS does not cover any expenses resulting from war, terrorism or acts of foreign rebellion.
- Self-harm** - GMS does not cover any expenses resulting from suicide or self-inflicted injuries.
- Criminal or Illegal Activity** - GMS does not cover any expenses resulting directly or indirectly from *your criminal, illegal or willful acts*.
- Drugs & Alcohol** - GMS does not cover any expenses resulting from *your* sickness, injury or death, if at the time of the sickness, injury or death, evidence supports that it was caused by or in any way contributed to by the use and or abuse of prohibited drugs, alcohol, or any other intoxicant or the misuse of a medication, whether prescribed or not.
- Motor Vehicle Accident** - GMS does not cover any expenses resulting from a motor vehicle accident, unless not covered by any other automobile insurance policy.
- Failure to Obtain GMS Pre-Approval** - GMS does not cover any expenses where pre-approval by GMS is required and not obtained.
- Default of Travel Supplier** - GMS does not cover any expenses incurred from the default of a travel supplier when on the *booking date* *you* knew or ought to have known the travel supplier was in receivership, insolvent or bankrupt.
- Failure to Meet Travel Requirements** - GMS does not cover any expenses resulting from *your* failure or neglect to obtain required vaccinations or inoculations or non-presentation of required travel documents except as provided for under Insured Risks.

## Managing a Trip Cancellation

In the event an insured risk requires *you* to cancel *your trip*, the following applies.

- 100% non-refundable *trips* should not be cancelled until after consulting with and receiving direction from GMS.
- Full or partially refundable *trips* must be cancelled with the travel supplier on the day of the occurrence of an insured risk or on the next business day.

You must notify GMS on the day of the occurrence of an insured risk or the next business day. Claim payments shall be limited to the amounts that are non-refundable at the time of the cancellation up to the *sum insured*.

### Making a Claim

In the event of a claim the following applies:

To make a claim:	Must complete no later than:
Report a claim to GMS	7 days after returning to <i>your province of residence</i>
Submit a claim form	90 days after the cause of claim
Submit supporting documents	30 days after returning to <i>your province of residence</i> and no more than 12 months after the cause of claim

When submitting a claim the following documentation is required.

1. Cancellations due to injury or sickness require a medical certificate from the attending *physician for you, your travelling companion, spouse, family member, key employee, caregiver* or host to support the cause of the cancellation.
2. Where a medical certificate is required, it must include: a complete *diagnosis*; the date the *medical condition* was known; and the medical necessity of cancelling, delaying or interrupting *your trip*. Failure to provide a medical certificate will result in *your claim* being denied.
3. If requested, detailed invoices, original unused tickets and travel agent statement, a copy of the *travel supplier's* refund policy, or any other documentation to support *your claim* must be provided.
4. Where *accommodations* are provided by the owner of a private home you must provide to GMS:
  - a. a written rental contract executed prior to the cause of loss and which outlines all cancellation/penalty policies;
  - b. copies of all payments including the original deposit; and
  - c. access to the property owner to verify cancellation/penalty policies and to verify partial or full refunds issued or pending.
5. If requested, you must provide certified documents.
6. Failure to provide applicable substantiation for a claim shall invalidate *your claim*.

GMS will pay *reasonable and customary* expenses only in excess of applicable deductibles subject to all terms and conditions of the policy.

Any costs incurred by you to obtain documentation or reports to support *your claim* are not covered.

## SINGLE-TRIP PLAN

### Eligibility

To be eligible for the Single-Trip plan you must meet the following conditions on the *application date*:

1. you must be a Canadian resident;
2. you must purchase the plan prior to *your departure date*;
3. where *travel arrangements* are non-refundable (including a non-refundable deposit) you must purchase within seven (7) days of the *booking date*;
4. where refundable *travel arrangements* impose a future restriction on refunds or cancellation penalties, you must purchase prior to the restriction or penalty being in effect;
5. *your trip* must be purchased through a *travel supplier* or arranged through a licensed travel agent;
6. on the *booking date* of *your trip*, the destination must not be deemed a country to "avoid non-essential travel" or "avoid all travel" as identified in Foreign Affairs and International Trade Canada's travel report; and
7. for *trips* valued at \$12,000 or more, you must also meet the medical eligibility requirements for an Emergency Medical Single-Trip plan, regardless of *your age*.

### Coverage Begins & Ends

Once GMS has accepted *your application* and *your payment* has been received by GMS *your Single-Trip plan* begins.

A Single-Trip plan will end on the earlier of the day:

1. the occurrence of an insured risk causes the cancellation of *your trip* prior to the *contracted departure date*;
2. you return to *your province of residence*; or
3. *your contracted return date* as indicated on *your application*.

### Extensions & Policy Changes

Extensions and policy changes for a Single-Trip plan must be paid by credit card at the time of extension or change for coverage to be in effect.

#### OPTIONAL EXTENSIONS

You may extend the number of days you are covered under *your Single-Trip plan* by notifying GMS within the two (2) business days prior to the *expiry date* of *your policy*. You must not have incurred a claim, required *medical treatment* or *medical consultation* during *your trip* or know of any reason that *your trip* may be interrupted or delayed to qualify.

Extensions do not increase the *sum insured* for the *trip*. There is no additional premium charged to extend, however a \$20 administration fee is applied. Coverage cannot be extended after the *expiry date*.

#### AUTOMATIC EXTENSIONS

If the return to *your province of residence* is delayed beyond the *expiry date*, *your policy* will automatically extend five (5) days if you are deemed medically unfit to travel;

1. prior to *your return date*; and
2. GMS is advised in writing by the attending *physician*.

#### POLICY CHANGES

You must contact GMS prior to *your departure date* to:

1. make changes to travel dates;
2. add an applicant or remove an insured person; or
3. increase the *sum insured*.

Changes are subject to the eligibility conditions. Additional premium may apply.

### Requesting a Refund

A full refund of premiums paid to GMS for a Single-Trip plan where the refund amount is in excess of \$20 will be allowed where:

1. a *travel supplier* cancels the *trip* and all penalties are waived;
2. a *travel supplier* changes the travel dates and you are unable to travel on those dates and all penalties are waived; or
3. you cancel the *trip* before any cancellation penalties are in effect.

## MULTI-TRIP ANNUAL PLAN

### Eligibility

To be eligible to purchase the Multi-Trip Annual plan you must be a Canadian resident.

For a *trip* to be eligible for coverage under the Multi-Trip Annual plan, it must meet the following conditions on the *booking date* of the *trip*:

1. you must have purchased the Multi-Trip Annual plan prior to *your departure date*;
2. where *travel arrangements* are non-refundable (including a non-refundable deposit) you must have purchased the Multi-Trip Annual plan coverage within seven (7) days of the *booking date*;
3. where refundable *travel arrangements* impose a future restriction on refunds or cancellation penalties, you must have purchased the Multi-Trip Annual option coverage prior to the restriction or penalty being in effect;
4. *your trip(s)* must be purchased through a *travel supplier* or arranged through a licensed travel agent;
5. *your trip* destination(s) must not have been deemed countries to "avoid non-essential travel" or "avoid all travel" as identified in Foreign Affairs and International Trade Canada's travel report on the *booking dates*; and
6. *your trip* must start and end after the *effective date* and prior the *expiry date* of *your Trip Cancellation & Interruption coverage*.

### Coverage Begins & Ends

Once GMS has accepted *your application* and *your payment* has been received by GMS, and unless otherwise limited as a result of being ineligible under the eligibility section above, *your Trip Cancellation & Interruption coverage* begins on the *contracted effective date* as shown on *your application*.

*Your Trip Cancellation & Interruption coverage* ends on the last day of the *policy year*.

Coverage begins for each *trip* on the later of the:

1. *booking date* of *your trip*; or
2. *effective date* of *your policy*.

Coverage ends for each *trip* on the earlier of the:

1. occurrence of an insured risk that causes the cancellation of *your trip* prior to the *contracted departure date*;
2. day you return to *your province of residence*; or
3. *expiry date* of *your policy*.

### Extensions & Policy Changes

Policy changes for a Multi-Trip Annual plan must be paid by credit card at the time of the extension or change for coverage to be in effect.

#### AUTOMATIC EXTENSIONS

If the return to *your province of residence* is delayed beyond the *expiry date*, *your policy* will be automatically extended five (5) days if you are deemed medically unfit to travel:

1. prior to *your return date*; and
2. GMS is advised in writing by the attending *physician*.

#### POLICY CHANGES

You must contact GMS prior to departing on a *trip* to add or remove applicants. Additional premium may apply.

### Requesting a Refund

Full refunds will be allowed with a Multi-Trip Annual plan if the request for refund is made prior to the *effective date* of the *policy*.

## ADDITIONAL COVERAGE

For an additional premium, the following additional coverage and coverage enhancements may be added to your Trip Cancellation & Interruption coverage.

### Trip Delay Upgrade

Trip Delay Upgrade provides enhanced coverage for losses resulting from a delay in your trip.

#### ELIGIBILITY

You must purchase the Trip Delay Upgrade at the same time as your Trip Cancellation & Interruption coverage purchase.

#### COVERAGE BEGINS AND ENDS:

Following GMS' acceptance of your application and delivery of your payment to GMS, the Trip Delay Upgrade coverage will start and end on the same day as your Trip Cancellation & Interruption coverage.

#### BENEFITS

Trip Delay Upgrade provides the following benefits in the event your trip is delayed twelve (12) hours or more, due to circumstances beyond you or your travelling companion's control:

1. out-of-pocket expenses of up to \$500 per day to a maximum of \$1,500 for accommodation and meals, essential telephone calls and taxi fares;
2. expenses incurred up to \$200 for you to attend a ticketed event such as, but not limited to, a movie theatre, concert hall, sporting event or opera; and
3. the extra cost of same class transportation via the most cost effective route for the additional transportation to rejoin a tour, group or trip if you have not been returned to your province of residence as a result of an insured risk.

Trip Delay Upgrade coverage is subject to the Trip Cancellation & Interruption Exclusions section.

### Baggage Loss, Damage & Delay Coverage

Baggage Loss, Damage & Delay coverage is intended to provide additional protection for your personal belongings while travelling.

#### ELIGIBILITY

To be eligible for Baggage Loss, Damage & Delay coverage you must meet the following conditions on the application date. Baggage Loss, Damage & Delay must be:

1. purchased prior to departure; and
2. added to existing GMS TravelStar Emergency Medical or Trip Cancellation & Interruption coverage.

#### COVERAGE BEGINS AND ENDS

Once GMS has accepted your application and your payment has been received by GMS, Baggage Loss, Damage & Delay coverage will be added to your Emergency Medical coverage or Trip Cancellation & Interruption coverage Single-Trip or Multi-Trip Annual plan as follows.

Coverage will begin on the date you leave your residence to begin your trip.

Coverage ends on the later of:

1. the day you return to your primary home in your province of residence;
2. the day shown on your application as the contracted return date; or
3. the day your property is returned, when under check and delayed by a common carrier.

#### BENEFITS

Baggage Loss, Damage & Delay offers coverage to a maximum of \$1,500 per person, per trip for losses to your personal belongings resulting from theft, fire or transportation hazards that occurred during your trip.

GMS will pay the following:

1. the lesser of the repair cost or actual cash value of the item after depreciation based on age and condition, but not more than:
  - a. the cost to replace with an item of similar quality and value;
  - b. the reasonable proportion of the total value of a set when the item was part of a set; and
  - c. \$500 per item or set of items;
2. \$100 to replace each of the following documents:
  - a. passport;
  - b. driver's license;
  - c. birth certificate; and/or
  - d. travel visa;
3. a maximum of \$100 cash, if stolen from you, where the theft has been reported and documented by the local police authorities; and
4. \$400 for personal necessities when your checked baggage has been delayed for more than twelve (12) hours after you arrive at your contracted destination.

#### BAGGAGE LOSS, DAMAGE & DELAY COVERAGE ENHANCEMENTS

For an additional premium you may add increased coverage to your Baggage Loss, Damage & Delay coverage for the following items.

1. **Sporting Goods:** up to \$2,000 for specifically identified sporting goods to be used by you during your trip.
2. **Computer Equipment:** up to \$2,000 for specifically identified computer equipment to be used by you during your trip.
3. **Increased Per Item Limit:** up to \$1,000 per specifically identified item or set of items to be used by you during your trip.

A full description of the item to be insured must accompany the application for coverage.

When you have purchased baggage coverage enhancements, GMS will pay the lesser of the repair cost or actual cash value of the item after depreciation based on age and condition, but not more than:

1. the cost to replace with an item of similar quality and value;
2. the reasonable proportion of the total value of a set when the item was part of a set; and
3. the maximum limit specified in the baggage coverage enhancement selected.

#### EXCLUSIONS

Baggage Loss, Damage & Delay coverage does not cover:

1. theft of animals, sunglasses, prescription glasses or contact lenses, jewelry, hearing aids or event tickets;
2. theft of bicycles, except while checked as baggage with a common carrier;
3. theft of handheld electronic devices including but not limited to MP3 players, cellular telephones and smart phones, entertainment equipment such as portable DVD players, CD players, stereo equipment, and all gaming devices;
4. theft of unaccompanied baggage or personal effects;
5. baggage or personal effects left unattended in an unlocked vehicle when the baggage or personal effects are in your care and control;
6. breakage of brittle or fragile articles which may be damaged as a result of a transportation hazard;
7. damage caused from wear and tear, deterioration, defect or mechanical breakdown; and
8. expenses resulting directly or indirectly from your criminal, illegal or willful acts;
9. expenses arising from loss caused by your imprudent act or omission.

#### MAKING A BAGGAGE CLAIM

In order to make a claim under Baggage Loss, Damage & Delay coverage:

1. you must report your claim to GMS within five (5) days of returning to your province of residence;
2. you must submit a claim form within ninety (90) days of the cause of loss;
3. you must take all reasonable precautions to protect, save and recover your property; and
4. GMS requires:
  - a. the police report;
  - b. proof of travel dates;
  - c. proof of ownership and value of all items claimed; and
  - d. a copy of other property insurance policies where required.

Failure to provide applicable substantiation for a claim shall invalidate any claim under this insurance.

## GENERAL CONDITIONS

The following conditions apply to all insurance coverage and additional coverage purchased.

1. **Coverage Starts** - coverage is not effective until GMS approves the application, and the appropriate premium has been paid.
2. **Currency** - all amounts stated in this policy are in Canadian funds.
3. **Interest** - benefits payable shall not include interest charges.
4. **Laws Applied** - this policy shall be interpreted and construed in accordance with the law of the Province of Saskatchewan and the federal laws of Canada applicable therein.
5. **Subrogation** - if reasonable and customary expenses are incurred due to the fault of a third party, GMS may take legal action against the person(s) at fault in your name to recover these expenses and you hereby agree that GMS may do so. You agree to fully cooperate with GMS in any action that might be taken.
6. **Excess Coverage to Other Insurance Plans** - this policy is in excess only of all other insurance coverage or amounts recoverable by any other party. If GMS pays reasonable and customary expenses to you and a third party makes payment for those same benefits, you are responsible for reimbursing GMS the amount previously paid by GMS.
7. **Coordination of Benefits** - in the event you have concurrent insurance from another source(s) with respect to benefits provided under this policy, benefits shall be coordinated in accordance with the Canadian Life and Health Insurance Association guidelines, except:
  - a. when retirement group health coverage exists with a lifetime limit of \$50,000 or less; or
  - b. where a claim is made under GMS Baggage Loss, Damage & Delay.
8. **Maximum Payable when Coordinating Benefits** - if a covered person is entitled to similar benefits under any other individual or group coverage, the benefits payable under this coverage shall be coordinated so that the total payment from all coverage shall not exceed the amount for which the claim is made.
9. **Rights to Designate a Person** - GMS reserves the right to restrict or deny your right to designate persons to whom insurance money is payable.
10. **Maximum Payable** - insurance is in effect only for coverage and sum insured as indicated on your application for which the premium has been paid. Benefits are payable in accordance with the benefits listed in this policy and limited to the sum insured.

11. **Service Providers** - GMS reserves the right to negotiate amounts payable on your behalf with any service provider who provides services covered by this insurance. Payments will be provided directly to the service provider. You may not claim or receive more than 100% of covered incurred expenses. Payment under this condition is subject to all other policy conditions and limitations.
  12. **Payment not a Guarantee** - payment of any amount by GMS on your behalf does not constitute a guarantee that GMS will cover your expenses if GMS determines you have no coverage under this policy. You must repay, on demand, any amount paid or authorized by GMS on your behalf if and when GMS determines that the amount was not payable under the terms and conditions of your policy.
  13. **Right to Investigate** - GMS reserves the right to investigate or obtain a private opinion on any claim and to obtain any and all information relating to a claim.
  14. **Misrepresentation** - any material misrepresentation, provision of incorrect information, or non-disclosure of information by you will result in non-payment of any claim and will void your coverage.
  15. **Authorization** - by purchasing this policy you are:
    - a. authorizing any *physician*, health care provider, other person, *hospital* or institution to release to GMS and/or its authorized agents, representatives, affiliates or assistance service provider (collectively "GMS") any information covering your medical history, symptoms, *medical treatment*, examination, *diagnosis* and/or services rendered to you and or your dependants;
    - b. authorizing GMS to collect, store and use any information which is provided by you and any information obtained pursuant to clause a. and c.;
    - c. authorizing GMS to obtain information from, or disclose information to any *government health plan*; the operator of any clinic or other health facility; a *physician* or other health care provider; any insurance company; or any other service provider or third party as may be reasonably required (this information is intended for the purpose of administering the policy and communicating with you); and
    - d. acknowledging, subject to legal or contractual restrictions, you may (upon reasonable written notice to GMS), choose to withdraw your consent to the collection, use and disclosure of such information. If your consent is withdrawn, you will restrict GMS' ability to administer your policy. Further, if you withdraw your consent, GMS may not be able to offer you GMS products and services and you will limit GMS' ability to pay your claim(s).
  16. **Obligation to Cooperate** - you agree to fully cooperate with GMS to provide the documentation and authorization required by GMS to administer your policy, including the assessment of your claims. Failure to do so with respect to the assessment of your claims will result in the non-payment of claims, in accordance with the General Conditions.
  17. **Right if Premium is Owed** - GMS reserves the right to suspend claims reimbursement until such time as payment of premium in full is received. In the event of non-payment of premium, GMS reserves the right to terminate the policy, with notice.
  18. **Policy Evaluation Period** - for Single-Trip plans greater than one hundred ninety (190) days and all Multi-Trip Annual plans with trip cancellation and interruption coverage, you have ten (10) days from the day you apply for your policy to return it to GMS for cancellation. The policy will be considered null and void and any premium paid up to the end of the 10-day examination period will be refunded, provided no claim has been incurred. If a claim has been paid, the amount of the claim must be immediately repaid to GMS, less the premium amount, before the policy will be deemed null and void. This period of examination expires ten (10) days after you apply for your policy and have received a copy of the policy. Failure to return the policy will be considered an acceptance of all of its terms, conditions and limitations. All other requests for termination are subject to the conditions provided for in the Statutory Conditions.
  19. **Statutory Limitation** - every action or proceeding against an insurer for the recovery of insurance money payable under the policy is absolutely barred unless commenced within the time set out in the Insurance Act (BC, AB, MB, NS, PE – title of act may vary by jurisdiction), Limitations Act (SK, NF), Limitations Act, 2002 (ON) or other applicable legislation.
  20. **Statutory Conditions** - despite any other provision of the policy, the policy is subject to the statutory conditions in the applicable insurance act respecting contracts of accident and sickness insurance of the Canadian province where the policy was issued.
2. **Material facts**  
No statement made by the insured or person insured at the time of application for this contract shall be used in defence of a claim under or to avoid this contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.
  5. **Termination by insured**  
The insured may terminate this contract at any time by giving written notice of termination to the insurer by registered mail to its head office or chief agency in the province, or by delivery thereof to an authorized agent of the insurer in the province, and the insurer shall upon surrender of this policy refund the amount of premium paid in excess of the short rate premium calculated to the date of receipt of such notice according to the table in use by the insurer at the time of termination.
  6. **Termination by insurer**
    - (1) The insurer may terminate this contract at any time by giving written notice of termination to the insured and by refunding concurrently with the giving of notice the amount of premium paid in excess of the pro rata premium for the expired time.
    - (2) The notice of termination may be delivered to the insured, or it may be sent by registered mail to the latest address of the insured on the records of the insurer.
    - (3) The insurer may deliver notice of termination to the insured by personal delivery, regular post (notice by regular post not valid in AB, ON & BC) or registered mail. Where notice is delivered by:
      - (i) personal delivery, 5 days' notice of termination shall be given which notice shall begin on the date of personal delivery;
      - (ii) regular post, 10 days' notice of termination shall be given which notice shall begin on the day following the date of mailing of notice; or
      - (iii) registered mail, 15 days' notice of termination shall be given which notice shall begin on the day following delivery of the registered letter to the insured's address.
  7. **Notice and proof of claim**
    - (1) The insured or a person insured, or a beneficiary entitled to make a claim, or the agent of any of them, shall:
      - (a) give written notice of claim to the insurer:
        - (i) by delivery 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;
      - (b) within 90 days from the date a claim arises under the contract on account of an accident, sickness or disability, furnish to the insurer such proof as is reasonably possible in the circumstances of the happening of the accident or the commencement of the sickness or disability, and the loss occasioned thereby, the right of the claimant to receive payment, his age, and the age of the beneficiary if relevant; 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 disability.

#### Failure to give notice of proof

- (2) Failure to give notice of claim or furnish proof of claim within the time prescribed by this statutory condition does not invalidate the claim if the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year from the date of the accident or the date a claim arises under the contract on account of sickness or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed.

#### 8. 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 where the claimant has not received the forms within that time he may submit his 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.

#### 9. Rights of examination

As a condition precedent to recovery of insurance moneys under this contract:

- (a) the claimant shall afford to the insurer an opportunity to examine the person of the person insured when and so often as it reasonably requires while the claim hereunder is pending; and
- (b) in the case of death of the person insured, the insurer may require an autopsy subject to any law of the applicable jurisdiction relating to autopsies.

#### 10. When moneys payable other than for loss of time

All moneys payable under this contract, other than benefits for loss of time, shall be paid by the insurer within 60 days after it has received proof of claim.

## DEFINITIONS

These apply to all insurance coverage & optional coverage purchased.

**accident/accidental:** a happening due to external, sudden, fortuitous causes beyond your control.

**accommodation:** includes but is not limited to lodging in a hotel, motel, hostel or a private home offering lodging for commercial purposes (i.e. bed and breakfast or vacation rental by owner). It does not include non-commercial lodgings which include but are not limited to homes of friends or family, or tents or campers.

## STATUTORY CONDITIONS

Pursuant to the Accident and Sickness Insurance Act, the relevant statutory conditions which relate to individual health and travel insurance products have been provided below.

### 1. The contract

- (1) The application, this policy, any document attached to this policy when issued, and any amendments to the contract agreed upon in writing after the policy is issued, constitute the entire contract, and no agent has authority to change the contract or waive any of its provisions.

#### Waiver

- (2) The insurer shall be deemed not to have waived any condition of this contract, either in whole or in part, unless the waiver is clearly expressed in writing signed by the insurer.

#### Copy of application

- (3) The insurer shall, upon request, furnish to the insured or to a claimant under the contract a copy of the application.

**alteration:** includes any newly prescribed medication, change in medication type or the increase, decrease or discontinuation of a medication and the adjustment (stop and start) in an anticoagulation medication dosage due to surgery within ten (10) days prior to your effective date, except;

- a. a dosage adjustment for an hypertensive or cholesterol lowering medication;
- b. a change from a brand name medication to a generic brand medication of the same dosage;
- c. if you are taking Coumadin/Warfarin for anticoagulation therapy and are required to have your blood levels tested on a regular basis (INR) and your medical condition remains unchanged, yet you are adjusting the dosage of your anticoagulation medication to ensure a correct blood level is maintained within therapeutic range as directed by your physicians; or
- d. if you are taking insulin or oral diabetic medication for diabetes and are required to have your blood levels tested on a regular basis and your medical condition remains unchanged, yet you are adjusting the dosage of your medication to ensure a correct blood glucose level is maintained within therapeutic range as directed by your physicians.

**application date:** the date you apply and pay for your insurance policy.

**booking date:** the first day on which you contracted your trip and issued payment in full or in part for the trip.

**caregiver:** a person you have entrusted with the care of your dependant on a permanent, full-time basis and whose services cannot reasonably be replaced.

**common carrier:** a conveyance (bus, taxi, train, boat, airplane or other vehicle), that is licensed, intended and used to transport paying passengers.

**contracted:** describes an agreement entered into where there is reference to a destination, a date and/or the time and place of arrival and/or departures for the trip.

**departure date:** the day you leave your province of residence.

**dependant(s):** any unmarried child of you or your spouse (including step-child, adopted child or a child for whom you have been granted custody pursuant to an Order of the Court) who is chiefly dependent upon you or your spouse for support and maintenance, and is:

- a. eighteen (18) years of age and under; or
- b. twenty-four (24) years of age and under if the child is undergoing full-time student educational training in the same province as the policyholder; or
- c. a developmentally or physically challenged child, regardless of age, if satisfactory proof of disability is received at time of application.

**diagnosis:** identification of a medical condition, illness or injury through investigation or analysis of the signs and symptoms.

**effective date:** means the date coverage starts as indicated in the section of this policy titled Coverage Starts and Ends for the specific coverage purchased. For optional coverage or for coverage where it is not specified the effective date is the date shown on your TravelStar application.

**expiry date:** means the date coverage ends as indicated in the section of this policy titled Coverage Starts and Ends for the specific coverage purchased. For additional coverage or for coverage where it is not specified the expiry date is the date shown on your application.

**family member:** your legal or common-law spouse, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, grandparent, grandchild, in-law or natural or adopted child.

**GMS:** Group Medical Services and/or its authorized agents, representatives, affiliates or other service providers.

**government health plan:** any insurance provided by or under the administrative control of any government or governmental agency in accordance with any law (other than The Employment Insurance Act of Canada) or any insurance coverage regulated by any government.

**hospital:** an institution licensed, accredited or otherwise officially designated as a hospital and which is primarily engaged in providing medical, diagnostic and surgical services for the care and medical treatment of sick or injured persons on an in-patient basis, and, which has a laboratory, a registered graduate nurse and a physician always on duty and an operating room where surgical operations are performed by legally licensed medical physicians.

In no event shall the term "hospital" or "general active medical treatment hospital" mean any hospital or institution or part of such hospital or institution licensed or used principally as a clinic, continued care or extended care facility, convalescent facility, rehabilitation centre, rest home, personal care home, nursing home, health spa or medical treatment centre for drug addiction or alcoholism.

**key employee:** an employee or business partner whose continued presence is critical to the ongoing affairs of the business during your absence.

**medical emergency:** a sudden, unexpected, unforeseeable and/or urgent happening that is acute and poses an immediate risk that requires immediate medical consultation and/or medical treatment. In the case of a medical emergency incurred during your trip, a medical emergency no longer exists when the medical evidence indicates that no further medical treatment is required at your destination, or indicates you are able to return to your province of residence for further medical treatment.

**medical condition:** is any irregularity in your health which required or requires medical advice, consultation, investigation, medical treatment, care, service or diagnosis by a physician.

**medical consultation:** the act of meeting with a physician for the purpose of discussing and evaluating signs or symptoms in an effort to diagnose a medical condition, illness or injury; or for the purpose of evaluating your progress and medical treatment of a medical condition, illness or injury.

**medical treatment:** any medical, therapeutic or diagnostic measure prescribed or recommended by a physician in any form including: prescription drugs; investigative testing; in-hospital care; surgery; or other prescribed or recommended action directly referable to the applicable condition, symptom or problem.

**physician:** a duly qualified doctor of medicine entitled under the laws of the province, state or country where the services are rendered to practice medicine and surgery without restriction, but does not include a naturopath, herbalist or homeopath.

**policyholder:** a person in whose favour an insurance policy is issued.

**policy year:** three hundred sixty-five (365) days following the effective date of the policy.

**prescription drug:** a licensed medicine that is regulated by legislation to require a prescription before it can be obtained. The term is used to distinguish it from over-the-counter drugs which can be obtained without a prescription. When referring to a prescription drug for a specified condition it includes but is not limited to those prescribed for the direct medical treatment of the diagnosed condition, the medical treatment of the symptoms associated with the diagnosed condition and the prevention of symptoms associated with the diagnosed condition.

**province of residence:** the province that you have declared as your permanent residence and you reside in for the required number of days outlined by your provincial health care legislation and/or government health plan in order to maintain your provincial health coverage.

**reasonable and customary:** charges that are reasonably comparable to those normally charged for the applicable goods or services in the particular area where the goods or services are purchased or received.

**return date:** the date you are scheduled to return to your province of residence.

**spouse:** a legal spouse by virtue of religious or civil marriage, or a person who has been residing with the policyholder continuously for a least one (1) year and who has been maintained and publicly represented by the policyholder as the policyholder's spouse.

**stable:** a medical condition is stable if, during the period of time specified in the policy, you:

- a. have not received new medical treatment;
- b. have not been prescribed a new prescription drug;
- c. have not had a change in medical treatment;
- d. have not had an alteration in a prescribed drug;
- e. have not experienced a deterioration in your condition;
- f. have not experienced new, more frequent or more severe symptoms;
- g. have not had or required medical consultation to investigate symptoms that remain undiagnosed;
- h. have not required in-hospital care or a referral to a specialist, including initial follow-up visits, tests or investigations related to the medical condition and pending results; and/or
- i. do not anticipate further medical treatment after departure from your province of residence.

**sum insured:** the maximum sum payable, which you selected at the time of purchase, or which applies automatically to, a given insurance coverage.

**terrorism:** an act, including but not limited to the use of force or violence and/or the threat thereof, including hijacking or kidnapping, of an individual or group in order to intimidate or terrorize any government group, association or the general public, for religious, political or ideological reasons or ends, and does not include any act of war, act of foreign enemies or rebellion.

**transportation:** means economy class, unless otherwise stated, transport on a common carrier whether by land, air or sea.

**transportation hazards:** accidental loss or damage caused by collision, upset, overturn, derailment, stranding or sinking of any common carrier.

**travelling companion:** is a person who is listed on your application or a person with whom you have pre-paid accommodations or transportation for the same trip and who will accompany you throughout the trip, to a maximum of four (4) persons including yourself.

**travel arrangements:** means any pre-arranged, provisions made as part of a trip including but not limited to accommodations, food, car rentals, excursions or events.

**travel supplier:** a licensed, registered or otherwise legally authorized tour operator, travel wholesaler, ground transporter, airline, cruise line or provider of accommodations that has been contracted by you or on your behalf to provide travel services to you.

**trip:** the entire trip contracted by you, and for which the premium was paid.

**war:** armed conflict, whether or not war has been declared, between nations or factions within a nation.

**you or your:** any person who is eligible for coverage for any benefit under this policy.



**Group Medical Services**

2055 Albert Street PO Box 1949 Regina, SK S4P 0E3

toll-free 1.800.667.3699 email info@gms.ca

[www.gms.ca](http://www.gms.ca)

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