

Destination EXPAT ESSENTIAL



Underwritten by: National Liability & Fire Insurance Company – Canada Branch, trading as Berkshire Hathaway Specialty Insurance (BHSI)

Claims Administration and Assistance Services provided by: Berkshire Hathaway Specialty Insurance (BHSI) has appointed Global Excel Management Inc. as the provider of all assistance and claims services under this policy.

Managed and distributed by: The Destination: Travel Group Inc.



Destination
TRAVEL GROUP / LE GROUPE
DESTINATION VOYAGE INC.

Welcome to Your Destination: Expat Essential Plan

Working abroad can be one of life's greatest experiences, but it also comes with its share of sudden surprises. That is where Destination: Expat Essential Plan provides **You** with peace of mind when unexpected medical **Emergencies** arise.

Destination: Expat Essential Plan is designed to protect working and extended stay travelling Canadians worldwide outside of their province of residence or Canada.

Please review this Policy to ensure it meets **Your** needs and contact **Your** broker or Destination: Travel Group Inc. if:

- There is anything that **You** do not understand,
- **You** have questions about this Policy,
- **Your** travel arrangements change,
- **Your** health has changed since **You** first applied for this coverage.

All changes to this Policy must be made prior to the **Effective Date**.

Section 1: Right to Examine the Policy

Please review this Policy when **You** receive it to ensure it meets **Your** needs. If **You** are not completely satisfied with this Policy, **You may cancel it within ten (10) days of purchase for a full refund of the premium paid, provided Your coverage has not begun.** Please refer to **Section 8: Important Policy Dates** of this Policy that explains when coverage begins and **Section 17: Premium Refunds** for more information on obtaining a refund.

Welcome to BHSI

Thank **You** for choosing this Policy, which is underwritten by National Liability & Fire Insurance Company – Canada Branch, trading as Berkshire Hathaway Specialty Insurance (BHSI) (hereinafter **We, Us** or **Our**, as applicable).

Part of Berkshire Hathaway's insurance operations, **We** offer the security of a top-rated balance sheet and the expertise of a worldwide team of professionals with excellent capabilities and character.

In every interaction with **Our** customers, teammates, and business partners, **We** live the BHSI tradition of doing the right thing and earning **Our** reputation for trust, integrity and prudent risk taking.

BHSI is customer-first, through and through. Lean and responsive, **We** choose simplicity over complexity and bring ease, speed, and efficiency to the world of insurance.

Travel Health Insurance Association of Canada

Every travelling Canadian deserves peace of mind that their travel insurance provides reliable protection. While most trips are completed without incident, unexpected situations can occur. That's why the member companies of the Travel Health Insurance Association of Canada (THiA) are committed to ensuring travellers understand their rights when it comes to travel insurance coverage.

BHSI is proud to be a member of THiA. Together, our collective goal is to ensure every claim submitted has the opportunity to be paid. The industry has come together and designed the Bill of Rights and Responsibilities to deliver a clear statement as to what can be expected from travel insurance.



THiA's Travel Insurance Bill of Rights and Responsibilities builds on the golden rules of travel insurance:

- Know **Your** health
- Know **Your** trip
- Know **Your** policy
- Know **Your** rights

For more information, visit:

https://www.thiaonline.com/Travel_Insurance_Bill_of_Rights_and_Responsibilities.html

Emergency Travel Assistance

In an **Emergency**, the **Insured** should contact the **Assistance and Claims Administrator**:

NUMBERS TO CALL

In Canada and the USA	1-855-286-7467
Outside of Canada and the USA	+ 1-519-913-8034

The helpline is available twenty-four **(24)** hours a day, seven **(7)** days a week, and is staffed by bilingual assistance coordinators experienced in managing medical assistance cases.

When contacting the **Assistance and Claims Administrator**, the following information is required:

- Name of the **Insured**;
- The Policy number;
- Telephone contact details for the **Insured** or their representative;
- Address where the **Insured** is located; and
- The nature of the **Emergency** or the assistance required.

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Section 2: Summary of Travel Benefit Limits

This Summary of Travel Benefit Limits is for information purposes only. Please refer to **Section 11: Benefits – Details of Your Coverage for full details of coverage.**

Travel Benefit	Maximum Sum Insured
Emergency Medical – Overall Policy Maximum	Up to \$1,000,000 CAD per Injury or Sickness
1. Emergency Hospitalization	Semi-private Hospital accommodation up to the Overall Policy Maximum insured
2. Paramedical / Professional Services	Up to a maximum of \$500 CAD per profession
3. Nursing at Home	Up to twelve (12) weeks to a maximum limit of \$10,000 CAD
4. Ambulance Transportation	Up to Overall Policy Maximum
5. Outpatient Services	Up to \$10,000 CAD per person per Injury or Sickness for: <ul style="list-style-type: none"> • Physician or surgeon fees • Diagnostics, lab test and/or x-ray • Drugs, medicine, serums and vaccines • Rental of medical appliances • Blood or blood plasma
6. Emergency Dental Treatment	Up to a maximum of \$5,000 CAD
7. Repatriation or Local Burial	Up to a maximum of \$10,000 CAD
8. Emergency Medical Evacuation	Up to the Overall Policy Maximum
9. Compassionate Emergency Travel	Round-trip economy class airfare for a person to be by Your bedside and up to \$150 CAD per day (to a maximum of \$3,000 CAD) for meals and accommodation
10. Parent Accompanying Child	Up to Overall Policy Maximum

- | | |
|--|--|
| 11. Complicated Maternity | Up to \$5,000 CAD (only payable if birth is ten (10) months after the Effective Date) |
| 12. Emergency Coverage for Side-Trips in the United States (Applicable only to Insureds that purchased a “Worldwide Coverage Excluding U.S.A. Policy”) | Up to the Overall Policy Maximum Limited to a period of no more than fourteen (14) days per Trip. |
| 13. Limited United States Coverage for Emergency Treatment (Applicable only to Insured’s that purchased a “Worldwide Coverage Excluding U.S.A. Policy”) | Up to the Overall Policy Maximum |

Section 3: Important Notice

It is Your responsibility to understand Your coverage. If You have any questions, call Your agent/broker or Destination: Travel Group Inc. at 1-855-337-3532.

IMPORTANT INFORMATION REGARDING YOUR POLICY

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. **Accidents** and **Emergencies**) and typically not follow-up or recurrent care.
- To qualify for this insurance, **You** must meet all the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. **Medical Conditions** that are not stable, pregnancy, child born on a **Trip**, excessive use of alcohol, high-risk activities).
- This insurance may not cover claims related to **Pre-Existing Conditions**, whether disclosed or not at the time of Policy purchase.
- Contact the **Assistance and Claims Administrator** before seeking **Treatment** or **Your** benefits may be limited.
- In the event of an **Accident, Injury, or Sickness, Your** prior medical history may be reviewed.
- If **You** are ineligible for coverage, **Our** liability will be to refund the premium paid for this Policy and **You** will be responsible for any expenses that are not payable by **Us**.
- If **You** have a change in **Your** health between the date **You** apply for coverage and the **Effective Date, You** must contact **Your** broker or Destination: Travel Group Inc. to fully understand how **Your** change in health affects **Your** coverage under this Policy. Failure to do so may limit the amount of **Your** claim payment or result in **Your** claim being denied.

Notice Required by Provincial Legislation

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

Section 4: Claim Information

What to do if You have an Emergency or Claim

In a serious medical **Emergency** while travelling, get to a **Hospital** immediately. It is very important that **You**, or someone on **Your** behalf, contacts the **Assistance and Claims Administrator** within **twenty-four (24) hours** of admission to a **Hospital**, prior to seeking **Medical Treatment** and before any surgery is performed. The **Assistance and Claims Administrator** will guide **You** through **Your** medical **Emergency**, find the best care locally, help manage **Your** care and support **You** throughout.

IMPORTANT NOTE

Absent reasonable cause, if **You** do not contact the **Assistance and Claims Administrator** prior to seeking **Medical Treatment**, **You** will be responsible for paying twenty percent (**20%**) of the eligible **Medical Expenses** **We** would normally pay under this insurance.

Section 5: How to Contact the Assistance and Claims Administrator

The **Assistance and Claims Administrator** can be reached twenty-four (**24**) hours a day and seven (**7**) days a week at the numbers below:

NUMBERS TO CALL

In Canada and the USA	1-855-286-7467
Outside of Canada and the USA	+1-519-913-8034

International operator assistance may be required when calling from outside of Canada and the U.S.A. Collect calls will be accepted.

How to Claim Your Emergency Medical Expenses Paid Out-of-Pocket

The fastest way to claim eligible **Emergency Medical Expenses** for which **You** have paid out-of-pocket is to submit **Your** original itemized receipts through the secure the secure claims portal at: www.globalexcel.com/bhspecialty

Most of **Our** customers complete their claim forms online and submit their eligible **Emergency Medical Expenses** through the **Assistance and Claims Administrator** claims portal. Original receipts can be submitted electronically in PDF or JPEG formats.

If **You** are unable to submit **Your** claims through the **Assistance and Claims Administrator** claims portal, **You** can reach out directly to the **Assistance and Claims Administrator** to receive the forms. Once completed, mail the completed form and any other supporting documentation to:

Berkshire Hathaway Specialty Insurance
c/o Global Excel Management Inc.
73 Queen Street
Sherbrooke, Quebec, Canada, J1M 0C9

Medical Monitoring and 24/7 Emergency Assistance

You can rely on the **Assistance and Claims Administrator** twenty-four **(24)** hours a day and seven **(7)** days a week. The **Assistance and Claims Administrator** has a best-in-class medical team and a trusted worldwide network of **Hospitals**, clinics, and **Physicians** ready to help should an unexpected medical **Emergency** arise.

The **Assistance and Claims Administrator** will arrange direct billing directly with a **Hospital**, clinic, or **Physician** whenever possible, however, some facilities require payment upfront, and **You** may have to pay for the treatment. **Please make sure that You keep all Your original itemized receipts.**

The **Assistance and Claims Administrator** provide the following services during an unexpected medical **Emergency**:

- From initial contact, **We** ensure that **You** receive the appropriate level of medical care.
- **We** refer **You** to the closest medical provider equipped to handle **Your Emergency**.
- When appropriate, virtual care is provided from qualified **Physicians** in real-time via video or telephone conference.
- Monitoring the status of **Your** medical case.
- Communicating with **You** and others that **You** designate to receive information about **Your** medical care.
- Coordinate **Emergency** repatriation related to **Your** medical **Emergency**.

The **Assistance and Claims Administrator** will make reasonable efforts to provide these services during **Your** unexpected medical **Emergency**.

Notice of Loss

Claims should be reported as soon as reasonably possible or, within thirty **(30)** days of occurrence, but no later than one **(1)** year after the date of occurrence.

Proof of Loss

Written proof of loss should be submitted as soon as possible or, within ninety **(90)** days of occurrence, but no later than one **(1)** year after the date of occurrence.

All eligible claims must be supported by original itemized receipts from commercial organizations, medical facilities, or medical practitioners regarding **Your Medical Treatment**. If necessary, the **Assistance and Claims Administrator** may ask for additional documentation to support **Your** claim.

Any costs incurred for documentation or required reports are **Your** or the claimant's responsibility.

It is important to fill out the claim form completely. Incomplete information will cause delays.

Failure to comply with the claims procedures will result in loss of rights to or reduction of benefits available under this Policy.

When Submitting a Medical Claim, Include the Following:

1. A fully completed claim form;
2. Original, itemized bills and invoices;
3. Proof of payment by **You** (receipts);
4. Proof of payment from any other insurance plan or benefit plan;
5. Applicable medical records, including:
 - a. Complete diagnosis by the attending **Physician**;
 - b. Documentation from the **Hospital** that the **Medical Treatment** was appropriate and consistent with **Your** diagnosis;
 - c. Documentation that states the **Medical Treatment** could not be delayed until **You** returned home without adversely affecting **Your** condition and quality of medical care.
6. A letter from the referring **Physician** recommending **Medical Treatment** of any medical professional;
7. Proof of the **Accident** if **You** submit a claim for dental expenses that result from an **Accident**;
8. Proof of travel, including **Your** departure date and return date;
9. **Your** historical medical records if **We** determine they are applicable.

Section 6: Coverage Details

What is Covered?

We will reimburse up to the amount shown in **Section 2: Summary of Travel Benefit Limits** for eligible expenses for each **Insured** who suffers a sudden and unforeseen **Accident, Injury**, or **Sickness** shown on **Your Coverage Confirmation**.

What is Not Covered?

Travel insurance does not cover everything. **Your** Policy has exclusions, conditions, and limitations. **You** should read **Your** Policy carefully so that **You** understand the limits of **Your** coverage.

What You Need to do if:

1. Your Health Changes Between Your Application Date and Your Effective Date

If **You** have a **change in Your health** between the date **You** apply for coverage and the **Effective Date**, **You** must contact **Your** insurance representative to fully understand how **Your** change in health affects **Your** coverage under this Policy. Failure to do so may limit the amount of **Your** claim payment or result in **Your** claim being denied.

2. Your travel plans change

If **Your** travel plans change, call **Your** agent/broker or Destination: Travel Group Inc. at **1-855-337-3532** and make changes to **Your** insurance.

All changes must be made prior to Your Policy's Effective Date.

Section 7: Eligibility Requirements

The expatriate health insurance under this Policy is designed to cover **Injury** or **Sickness** while working or living outside Canada.

For the purposes of this Policy, **Insureds** shall be considered as those who, on the **Effective Date**:

- a) are at least fifteen **(15)** days old; and
- b) are under age sixty-five **(65)**; and
- c) are Canadian citizens or hold a Canadian landed immigrant status;
and
- d) have paid the required premium.

IMPORTANT NOTE

Newborn children shall be eligible to apply for insurance on the fifteenth **(15th)** day after discharge from the **Hospital** where the birth took place.

Section 8: Important Policy Dates

Coverage Start Date

This Policy takes effect on the **Effective Date**, from which date all insurance terms shall be calculated. It remains in force for the period for which premium has been paid. It may be renewed subject to the consent and conditions of the **Insurer** for further consecutive terms, not exceeding fifty-two **(52)** consecutive weeks, upon payment of premium at the rate and in the amount determined at the time of renewal by the **Insurer**.

Coverage End Date

The insurance of an **Insured** shall terminate on the **Expiry Date**, which is the **earliest** of the following:

1. the date this Policy is terminated; or
2. the date that any premium required or due on the part of the **Insured** remains unpaid; or
3. ninety **(90)** days after the date the **Insured** permanently returns to Canada provided that the **Insured** has been covered under this Policy for a period in excess of fifty-two **(52)** consecutive weeks, or such earlier date after the **Insured** returns to Canada permanently and becomes eligible for coverage under any Canadian Government Health Insurance Plan (GHIP).

IMPORTANT NOTE

Coverage begins at 12:00 a.m. on **Your Effective Date** and terminates at 11:59 p.m. on **Your Expiry Date**.

Section 9: Insuring Agreement

In consideration of the application for insurance and payment of the appropriate premium, and subject to the terms, conditions, limitations and exclusions of this Policy, if **You** incur eligible expenses for **Emergency Hospital** and **Emergency** medical care or services as the result of a **Medical Condition** occurring during the **Coverage Period**, the **Insurer** agrees to pay up to the sum insured selected at the time of application. Benefits will be paid up to the amounts specified in this Policy for the **Reasonable and Customary Costs** for eligible expenses, in excess of any **Deductible** amount and the amount allowed and/or paid for by any other insurance plan(s). **You** must, at all times while **You** are covered under this Policy, act in a prudent manner so as to minimize costs to **Us**.

Our liability under this Policy is limited solely to the payment of eligible benefits, up to the maximum amount specified herein, less any applicable Deductible amounts, for any loss or expense.

We do not assume responsibility for the availability, quality, results or outcome of any Medical Treatment or service covered under the terms of this Policy.

You must, at all times while **You** are covered under this Policy, act in a prudent manner so as to minimize costs to the **Insurer**.

Section 10: Limits on Coverage

You will be responsible for any expenses that are not payable by the **Insurer**. The specific details of **Your** Policy are outlined in **Your Coverage Confirmation** which forms part of **Your** Policy.

You must call the **Assistance and Claims Administrator** at **1-855-286-7467** toll-free from the USA and Canada or **+1-519-913-8034 collect** where available before obtaining **Emergency Medical Treatment** so that **We** may:

- confirm coverage; and
- provide pre-approval of **Medical Treatment**.

If it is medically impossible for **You** to call prior to obtaining **Emergency Medical Treatment**, **We** ask that someone call on **Your** behalf as soon as possible. Otherwise, if **You** do not call the **Assistance and Claims Administrator** before **You** obtain **Emergency Medical Treatment**, **You** will have to pay twenty percent (**20%**) of the eligible **Medical Expenses** **We** would normally pay under this insurance.

The **Insurer** reserves the right, as reasonably required, to transfer **You** to any **Hospital** or to transport **You** to **Your** province or territory of residence following an **Emergency**. If **You** refuse to be transferred or transported when declared medically fit to travel, any continuing costs incurred after **Your** refusal will not be covered and the payment of such costs becomes **Your** sole responsibility. Coverage for the claim related condition ceases upon **Your** refusal and no coverage will be provided to **You** for the remainder of the **Coverage Period** for that condition.

Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment

The **Assistance and Claims Administrator** must approve in advance any surgery, invasive procedure, diagnostic testing or **Medical Treatment** (including, but not limited to, cardiac catheterization), prior to **You** undergoing such surgery, procedure, testing or treatment. It remains **Your** responsibility to inform **Your** attending **Physician** to call the **Assistance and Claims Administrator** for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis.

You will be responsible for payment of any remaining charges incurred unless **Your Emergency** prevents **You** from calling. **You** must call as soon as medically possible or have someone call on **Your** behalf.

Transfer to Another Hospital (within the U.S.A. Only)

Whether prior to admission, during a covered hospitalization or after **Your** release from the **Hospital**, the **Assistance and Claims Administrator** reserves the right to transfer the **Insured**, without danger to his/her health, to one of **Our** preferred health care providers for **Medical Treatment** of an **Injury** or **Sickness**. If the **Insured** declines to be transferred when declared medically stable by the **Assistance and Claims Administrator**, the **Insurer** will be released from any liability for expenses incurred for such **Injury** or **Sickness** after the proposed transfer date. The **Assistance and Claims Administrator** will choose the **Hospital** and arrange the transfer of the **Insured** making every provision for the **Insured's Medical Condition**.

The **Assistance and Claims Administrator**, the **Insurer**, Destination: Travel Group Inc., and its agents/brokers will not be responsible for any and all liability regarding, the following:

1. the quality of any **Medical Treatment** or services, or of any facility providing such **Medical Treatment** or services;
2. the availability of **Medical Treatment**, services, or of any facility to provide such **Medical Treatment** or services;
3. any failure or inability of an **Insured** to obtain or seek **Medical Treatment**; or

4. any results of any **Medical Treatment** received, or for failure to obtain medical service.

Subject to the terms, conditions, limitations and exclusions of this Policy, benefit payable for such costs are addressed in **Section 11: Benefits – Details of Your Coverages**.

Section 11: Benefits – Details of Your Coverages

This insurance provides coverage to a Policy maximum of \$1 million CAD per Injury or Sickness.

Covered expenses and benefits are subject to the Policy's maximums, Terms, Conditions, Limitations and Exclusions contained herein.

If applicable, **You** are responsible for paying the **Deductible** amount shown on the application form for the covered expenses per **Insured**, per Policy **Coverage Period**.

1. Emergency Hospitalization

When, by reason of **Injury** or **Sickness**, an **Insured** is hospitalized, the **Insurer** will pay the **Reasonable and Customary Costs** per **Insured** per **Injury** or **Sickness** for room and board charges (up to semi-private room accommodation) when prescribed by a **Physician** or surgeon, and any other necessary costs charged by the **Hospital** for **Inpatient Hospital** services, as well as costs incurred in an intensive care unit, including the costs relating to **Physicians**, surgeons, diagnostic services, nursing, operating room, laboratory tests, prescription drugs, dressings, medical appliances such as crutches, casts, splints, canes, slings, trusses, braces, and the temporary rental of a wheelchair.

2. Paramedical / Professional Services

The services of a licensed chiropractor, physiotherapist, osteopath, podiatrist or acupuncturist up to a maximum of **\$500 CAD** per profession, per **Injury** or **Sickness**.

3. Nursing at Home

The **Reasonable and Customary Costs** pre-approved by the **Assistance and Claims Administrator** for the medical services of a Registered Nurse in the **Insured's** home when prescribed by a **Physician** or surgeon and related directly to a **Medical Condition** for which the **Insured** has received or is receiving **Medical Treatment** covered under this Policy. This benefit is available for up to twelve **(12)** weeks to a maximum limit of **\$10,000 CAD**. The nurse cannot be an **Immediate Family Member** or currently be residing with the **Insured**.

4. Ambulance Transportation

Charges for necessary licensed ground ambulance transportation to the nearest **Hospital**, or from one **Hospital** to another.

5. Outpatient Services

Notwithstanding the foregoing, all covered services under **Outpatient Services** which are payable for care of the **Insured** outside a **Hospital** shall be limited to a maximum amount of **\$10,000 CAD** per **Insured** per **Injury** or **Sickness**. When by reason of **Injury** or **Sickness**, an **Insured** incurs expenses while under the regular care and attendance of a **Physician** or surgeon, the **Insurer** will pay the **Reasonable and Customary Costs** incurred for the following:

Physician or surgeon's service fees;

- a. Diagnostic services, such as but not limited to, laboratory tests and x-ray services, radiographs and nuclear medicine procedures used to diagnose and treat **Medical Conditions**. Laboratory and x-ray services must be provided by or ordered by a **Physician** or surgeon;

IMPORTANT NOTE

This Policy does not cover Magnetic Resonance Imaging (MRI), cardiac catheterization, Computerized Axial Tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are pre-approved by the **Assistance and Claims Administrator**.

- b. Drugs, medicine, serums and vaccines obtainable only upon a written prescription and dispensed by a pharmacist, **Physician** or surgeon;
- c. Rental (or purchase, at the option of the **Insurer**) of braces, crutches, wheelchair, **Hospital**-type bed, iron lung, or other approved durable equipment for temporary therapeutic use;
- d. Blood or blood plasma (includes the administration of blood); and
- e. Charges for splints, trusses, casts and cast materials.

6. Emergency Dental Treatment

When an **Accidental** blow to the mouth or face results in **Injury** to an **Insured**, the **Insurer** will pay the **Reasonable and Customary Costs** for the **Emergency** dental treatment necessary to restore or replace permanently attached artificial teeth or sound natural teeth, lost or damaged in an **Accident**, for which dental treatment is initiated within forty-eight (**48**) consecutive hours following an **Accident** and completed within the Policy's **Coverage Period**. Detailed medical documentation from a dentist, **Physician** or surgeon must be provided to support an **Insured's** claim.

All indemnity payable for **Emergency** dental treatment is subject to a maximum amount of **\$5,000 CAD** per **Insured**, per **Injury**.

The **Insurer** will reimburse the **Insured** in accordance with the suggested schedule of fees published by the Dental Association in the country in which treatment was received. If no such schedule of fees exists, the **Insurer** will reimburse according to the Dental Fee Guide in the **Insured's** province or territory of residence as indicated on the application form.

7. Repatriation or Local Burial

When a covered **Injury** or **Sickness** results in loss of life of an **Insured** outside of Canada, the **Insurer** will pay for:

- a. the preparation and the transportation of the mortal remains from the place of death to Canada or the **Insured's** country of permanent residence; or

- b. for the preparation and local burial of the mortal remains at the place of death.

This benefit is limited to **\$10,000 CAD** and is excluded where death occurs in Canada. The cost of a casket, urn, headstones, flowers and reception expenses are not covered.

8. Emergency Medical Evacuation

When, by reason of **Injury** or **Sickness**, it is deemed medically necessary to evacuate an **Insured** who has a critical **Medical Condition** to the nearest **Hospital** equipped to provide appropriate care and facilities, the **Insurer** will reimburse the **Reasonable and Customary Costs** per **Insured** per **Injury** or **Sickness** for **Emergency Medical** evacuation and medical care to such **Hospital**. The **Insurer** will also reimburse reasonable transportation costs for one other **Insured** accompanying the patient when this is deemed necessary, and will pay the cost of a one-way economy class airfare back to the **Insured's** country of permanent residence. Benefits under the **Emergency Medical** evacuation are not applicable in the event of a complicated maternity.

IMPORTANT NOTE

This benefit must be pre-approved by the **Assistance and Claims Administrator**. Failure to obtain pre-approval from the **Assistance and Claims Administrator** will limit all indemnity payable for eligible **Emergency Medical Evacuation** costs and for **Injury** or **Sickness** costs to eighty percent (**80%**) of the eligible amount, up to a maximum of **\$25,000 CAD** (except in cases of a critical medical **Emergency** when it is proven and accepted by the **Assistance and Claims Administrator** that the **Assistance and Claims Administrator** could not have been reached prior to a necessary **Emergency** medical evacuation).

9. Compassionate Emergency Travel

In the event that an **Insured** suffers an **Injury** or **Sickness** and is confined to a **Hospital** outside Canada for a minimum period of seven **(7)** consecutive days, or suffers loss of life outside Canada, the **Insurer** will pay a single round-trip economy class airfare for one **Immediate Family Member** to attend the **Insured's** bedside or identify the **Insured**. This benefit includes meals and accommodations for one **Immediate Family Member** up to a maximum of **\$150 CAD** per day, and to a maximum of **\$3,000 CAD** per **Insured**, per **Injury** or **Sickness** and must be pre-approved by the **Assistance and Claims Administrator**.

10. Parent Accompanying Child

When an **Insured** under fifteen **(15)** years of age is hospitalized as an **Inpatient**, the **Insurer** will pay the **Reasonable and Customary Costs** charged by the **Hospital** for one parent to stay with the child. Furthermore, if an **Insured** who is a single parent, or a parent travelling alone with a **Dependent** child under fifteen **(15)** year of age, is confined to a **Hospital** as an **Inpatient**, the **Insurer** will pay the **Reasonable and Customary Costs** to arrange for a person to accompany and care for the **Dependent** child.

11. Complicated Maternity

When an **Insured** is hospitalized due to a pregnancy diagnosed as complicated by a specialist, **Physician** or surgeon, the **Insurer** will pay the **Reasonable and Customary Costs** for **Hospital** and **Medical Expenses** incurred for pre-natal care, childbirth and post-natal care treatment subject to a maximum of **\$5,000 CAD** per **Insured**, per **Injury** or **Sickness**. This benefit is only payable when the expected date of birth is at least ten **(10)** months after the **Effective Date** of coverage of the **Insured**.

12. Emergency Coverage for Side-Trips in the United States

(Applicable only to Insured's that purchased a "Worldwide Coverage Excluding U.S.A. Policy")

Reasonable and Customary Costs, up to the limitations specified in **Section 11: Benefits – Details of Your Coverages** of this Policy, for **Emergency** treatment of an **Injury** or **Sickness** while traveling in the United States. Coverage shall be limited to a period of no more than fourteen **(14)** days per **Trip**. **Emergency Medical Treatment** must be recommended by a **Physician** or surgeon. If the **Insured's** return to **Country of Residence** is delayed due to **Injury** or **Sickness** covered under this benefit, this coverage will be extended automatically until the **Insured's** discharge from the **Hospital**. The coverage will only be extended if the **Insured** is admitted as an **Inpatient** for **Emergency Medical Treatment** of an **Injury** or **Sickness** before the expiry of the fourteen **(14)** day coverage. Proof of the date of entry into the United States may be required.

13. Limited United States Coverage for Emergency Medical Treatment

(Applicable only to Insured's that purchased a "Worldwide Coverage Excluding U.S.A. Policy")

If **You** are outside the United States and have an **Injury** or **Sickness** that necessitates **Emergency Medical Treatment** provided within the United States, and the **Assistance and Claims Administrator** has decided that **Medical Treatment** is the only viable option, **You** will be covered for such an **Emergency** according to the terms and conditions of the Policy. The decision to transfer **You** to the United States must be approved by the **Assistance and Claims Administrator** in advance of such transfer and **Emergency Medical Treatment**. The **Assistance and Claims Administrator** in conjunction with **Your** treating **Physician** will decide when **You** are able to return to **Your** country of residence.

Section 12: Exclusions – Details of What You Are Not Covered For

This Policy will not provide any insurance or benefits for any losses or expenses that are incurred as a result of, connection with, or in any way associated with or arising out of, any of the following:

1. Pre-existing conditions:

- a) **Prior to Your Policy Effective Date:** Any **Medical Condition** (except for a **Minor Ailment**) for which **You** have sought or received **Medical Treatment**, advice, follow-up visits, counseling, or has taken prescription drugs **in the one hundred and eighty (180) consecutive days immediately preceding the Effective Date**, and
- b) **On or after Your Policy Effective Date:** a **Medical Condition** for which **You** have received or sought **Medical Treatment**, advice, follow-up care, counselling, or has taken prescription drugs related to such a condition, for **a continuous period of three hundred and sixty-five (365) consecutive days**.

2. Air travel, except when travelling as a passenger on a commercial aircraft licensed to carry passengers for hire and operated in compliance with all applicable government regulations, including those related to pilot licensing and current certificates of airworthiness.

3. Costs incurred due to:

- a) **Act(s) of War** or **Act(s) of Terrorism**;
- b) kidnapping;
- c) riot, strike or civil commotion;
- d) unlawful visit in any country;
- e) participation in protests;
- f) participation in armed forces activities;
- g) participation in a commercial sexual transaction;
- h) the commission or attempted commission of any criminal offence or illegal act; or
- i) contravention of any statutory law or regulation in the area where the loss occurred.

4. Suicide (including any attempt suicide) or self-inflicted **Injury** whether or not **You** are sane.

5. A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless **You** are hospitalized.

6. Pregnancy, miscarriage, childbirth or termination of pregnancy or expenses relating thereto, except as provided under **Complicated Maternity** benefit.
7. **Emergency** medical evacuation as a result of a complicated pregnancy.
8. An **Accident** that occurs while **You** are participating in:
 - a) sports activities, if **You** are considered professional by the governing body of that sport and/or **You** are paid for **Your** participation;
 - b) any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere (an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event);
 - c) scuba diving (except if certified by an internationally recognized and accepted program such as NAUI or PADI, or if diving depth does not exceed thirty **(30)** meters);
 - d) a flight **Accident** (unless **You** are travelling as a fare paying passenger on a commercial airline);
 - e) hang-gliding, parachuting, bungee jumping, skydiving, or sky-surfing;
 - f) any form of BASE jumping (i.e., wingsuit flying);
 - g) rock or mountain climbing which involves the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pickaxes, anchors, bolts, carabiners and lead or top-rope anchoring equipment; or
 - h) participation in any rodeo activity.
9. Any **Medical Condition**, including symptoms of withdrawal, arising from, or in any way related to:
 - a) **Your** chronic use of alcohol, drugs or other intoxicants whether prior to or during **Your Trip**; or
 - b) any **Medical Condition** arising during **Your Trip** from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
10. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, prosthetic teeth, limbs or devices and prescription resulting therefrom.

11. Routine medical examinations, preventative medicines (including vaccinations, the issue of medical certificates and attestations, and examinations as to suitability for employment, travel or for a third-party).
12. Organ Transplants.
13. Elective and/or cosmetic surgery or treatment, whether or not for psychological reasons, including any expenses for directly or indirectly related complications unless required as the result of an **Injury** incurred while this Policy is in force.
14. **Medical Treatment**, surgery, investigation, palliative care, obtaining a diagnosis, or any alternative therapy, as well as any directly or indirectly-related complications, during a **Trip** when the **Trip** is undertaken for the purpose of securing or with the intent of receiving **Medical Treatment** or **Hospital** services, whether or not such **Trip** is taken on the advice of a **Physician** or surgeon.
15. Any benefit or procedure that must be authorized or arranged in advance by the **Assistance and Claims Administrator** when it has given no authorization or made no arrangements for that benefit or procedure.
16. Any costs incurred arising during any period for which the appropriate premium has not been paid or while the Policy is not in force.
17. Benefits are not payable for costs incurred due to, contributed to by, or resulting from any **Act of Terrorism** or any **Medical Condition You** suffer or contract when an official travel advisory was issued by the Canadian government stating “Avoid non-essential travel” or “Avoid all travel” regarding the country, region or city of **Your** destination, before the **Effective Date**.

[To read the travel advisories, visit the Government of Canada Official Global Travel Advisory site.](#)

This exclusion does not apply to claims for an **Emergency** or a **Medical Condition** unrelated to the travel advisory.

18. All charges, costs, expenses or claims incurred by the **Insured**, and directly or indirectly relating to, arising or resulting from, or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, treatment, services or supplies are excluded from coverage under this Policy, and no benefits or reimbursements shall be provided and **We** shall have no liability or obligation for any coverage for: any illness or **Injury** incurred in the **Host Country, Affected Area or Home Country**, as a result of a **Public Health Emergency of International Concern, Epidemic, Pandemic**, or other disease outbreak, which may affect an **Insured's** health.

Section 13: Definitions – What Our Important Terms Mean

The following defined terms each have a specific meaning unique to this Policy (including the **Coverage Confirmation** and any memoranda or endorsements attached thereto). When these terms are shown in bold type the specific meaning contained in the definition for that term will apply. These definitions shall apply whether the defined term is used in this Policy in the plural form or the singular form.

Accident(al) means a sudden, unexpected, unforeseeable, unavoidable external event and excludes disease or infections.

Act(s) of Terrorism means any activity that involves a threat to use or the actual use of violence, any dangerous or threatening act, or the use of force. Such act is directed against the general public, governments, organizations, properties or infrastructures, or electronic systems.

The intention of such activity is to:

1. instill fear in the general public;
2. disrupt the economy;
3. intimidate, coerce or overthrow a sitting government or occupying power; and/or
4. promote political, social, religious or economic objectives.

Act(s) of War means any act causing loss or damage arising directly or indirectly from, occasioned by, happening through or in the consequence of: war; invasion; acts of foreign enemies; hostilities or warlike operations (whether war is declared or not) by any government or sovereign, using military personnel or other agents; civil war; rebellion; revolution; insurrection; civil commotion assuming the proportions of or amounting to an uprising; military or usurped power.

Affected Area(s) means any and all countries, states, provinces, territories, cities or other areas experiencing ongoing transmission of an **Epidemic, Pandemic** or other disease outbreak.

Assistance and Claims Administrator mean the company set forth in **Section 19: Assistance and Claims Administration Provided by** of this Policy that provides **Emergency** travel assistance benefits under this Policy.

CAD means Canadian dollars.

Chronic Condition means a **Medical Condition** that continues or persists over an extended period of time. A **Chronic Condition** is usually long lasting and does not easily or quickly go away.

Country of Residence means the country **You** declare on **Your** application form as the country in which **You** permanently reside as a Canadian expatriate.

Coverage Confirmation means the document(s) that **You** receive from Destination: Travel Group Inc. as a confirmation of the coverage **You** have purchased, which may be a **Coverage Confirmation** letter, an application form or an internet purchase confirmation page.

Coverage Period means the period from the **Effective Date** to the **Expiry Date** as indicated on the **Coverage Confirmation** and for which premium has been paid for at the time of application. The maximum **Coverage Period** per **Trip** cannot exceed one **(1)** year.

Deductible (if applicable) means the dollar amount, in **CAD**, for which **You** are liable per Policy **Coverage Period**, as stated on **Your Coverage Confirmation**, before any remaining eligible **Medical Expenses** are reimbursed under this Policy.

Dependent means:

- a) The spouse of an **Insured** (but excluding those legally separated), under the age of sixty-five **(65)**.
- b) **Your** unmarried children, step-children, foster children and legally adopted children, who are financially **Dependent** on **You** for support, provided that as of the **Effective Date**, such children are:
 - (i) not less than fifteen **(15)** days old; and
 - (ii) not more than eighteen **(18)** years old; or
 - (iii) twenty-four **(24)** years old or less and attending full-time school; or
 - (iv) of any age, who are mentally or physically disabled.

Effective Date means the date and time on which the coverage under this Policy first begins, as described in **Section 8: Important Policy Dates** and indicated on **Your Coverage Confirmation** as the **Effective Date**.

Emergency means a sudden and unforeseen **Sickness** or **Injury** arising during the **Coverage Period** that first manifests while this Policy is in force and requires immediate **Medical Treatment** that cannot be reasonably delayed.

Epidemic means an outbreak of a contagious disease that spreads rapidly and widely in a given area or among a specific group of people over a particular period of time, which is identified as an **Epidemic** by the governing bodies issuing the **Public Health Emergency of International Concern**.

Expiry Date means the date and time on which the coverage under this Policy ends, as described in **Section 8: Important Policy Dates** and indicated on **Your Coverage Confirmation** as the **Expiry Date**.

Home Country means the country for which the **Insured** holds a passport. Where the **Insured** holds more than one **(1)** passport, the **Home Country** will be taken to mean the country that the **Insured** has declared on the application form.

Where a family is to be covered by the Policy, there will be deemed to be one **(1) Home Country** for the family, which will be the **Home Country** declared on the application form.

Hospital means an institution that is licensed as an accredited **Hospital** that is staffed and operated for the care and treatment of **Inpatients** and **Outpatients**. Treatment must be supervised by **Physicians** and there must be registered nurses on duty twenty-four **(24)** hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment. A **Hospital** is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction **Treatment** centre, convalescent, rest or nursing home, home for the aged or health spa.

Host Country means the country or countries other than the **Home Country** that the **Insured** is travelling to or within.

Immediate Family Member means **Your** parent, child, sibling, spouse or domestic partner, grandparent, grandchild, aunt, uncle, niece or nephew, including any such relationship by blood, marriage, adoption, step-relationship, foster care, or legal guardianship.

Injury means sudden bodily harm, which is directly caused by or resulting from an **Accident**, being a sudden and unforeseen event, excluding bodily harm that results from deliberate or voluntary action, and independent of **Sickness** and all other causes.

Inpatient(s) means a patient who occupies a **Hospital** bed for more than twenty-four **(24)** hours for **Medical Treatment** and for which admission was recommended by a **Physician** when medically necessary.

Insured means an eligible person as defined in **Section 7: Eligibility Requirements**, who has been accepted by the **Insurer** or its authorized representative and has paid the required premium for a specific plan of insurance.

Insurer means National Liability & Fire Insurance Company – Canada Branch.

Medical Condition means any disease, **Sickness** or **Injury** (including symptoms of undiagnosed conditions).

Medical Expenses means reasonable medical and related expenses that are covered under **Section 11: Benefits – Details of Your Coverages** of this Policy and that are necessarily incurred by the **Insured** as a result of an **Injury** or **Sickness** while coverage is in force under this Policy.

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

IMPORTANT NOTE

Any reference to testing, tests, test results, or investigations excludes Genetic Tests. "Genetic Test(s)" means a test or tests that analyzes DNA, RNA or chromosomes for purposes such as the prediction of disease or vertical transmission risks, or monitoring, diagnosis or prognosis.

Minor Ailment means any condition which:

- does not require the use of medication for a period of greater than fifteen **(15)** days; and
- more than one **(1)** follow-up visit to a registered practitioner, hospitalization, surgical intervention, or referral to specialist; and
- which ends at least thirty **(30)** consecutive days prior to the **Effective Date** of coverage.

A **Chronic Condition** or complications of a **Chronic Condition** are not considered a **Minor Ailment**.

Outpatient means:

- an **Insured** who receives **Medical Treatment**, including diagnostic services at a **Hospital**, or other medical institution, or at a **Physician's** office; and
- where the **Insured** is not admitted or confined to a **Hospital** bed as an **Inpatient**.

Pandemic means an **Epidemic** over a wide global geographic area that affects a large portion of the population worldwide and that is identified by the governing bodies issuing the **Public Health Emergency of International Concern**.

Physician(s) means a person:

1. who is not You, an Immediate **Family Member**, or **Your** travel companion; and
2. who is licensed in the jurisdiction where the services are provided, to prescribe and administer **Medical Treatment**.

Pre-Existing Condition means any **Medical Condition** whether or not diagnosed by a **Physician**:

1. for which You exhibited **signs** or **symptoms**; or
2. for which You required or received **Medical Treatment**; or
3. which existed prior to the **Effective Date** of **Your** coverage.

Public Health Emergency of International Concern means a formal declaration by the World Health Organization (WHO) and the Public Health Agency of Canada (PHAC), of an extraordinary event which is determined to constitute a public health risk through the international spread of disease, **Epidemic, Pandemic**, and potentially requires a coordinated international response.

Reasonable and Customary Costs means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

Sickness means any illness, disease, or any symptom.

Trip means a period during which **You** are travelling outside **Your** province or territory of residence and for which coverage is in effect.

We, Us, Our means the **Insurer**.

You or **Your** means the **Insured**.

Section 14: Premiums

The total premium is due and payable at the time of application. The premium is calculated using the most current rates for **Your** age each time **You** apply or extend **Your** insurance.

IMPORTANT NOTE

A minimum premium applies and is calculated using **Your** premium rate and a **Trip** duration of twelve **(12)** weeks.

Section 15: Legal Information

General Provisions

Assignment

The **Insured** cannot assign the Policy, or any rights under the Policy, without **Our** prior written consent by way of endorsement to this Policy. Neither the insurance provided under this Policy nor any benefits payable under this Policy may be assigned.

Despite any other provisions of this contract, this contract is subject to the statutory conditions contained in the Insurance Act as applicable in **Your** province or territory of residence respecting contracts of **Sickness** and **Accident** insurance.

Automatic Extension of Coverage

1. **Delay in conveyance:** This coverage shall be automatically extended for up to seventy-two **(72)** hours in the event of a delay, during the **Coverage Period**, beyond **Your** control of the conveyance in which **You** are riding or are scheduled to ride as a passenger. The delay must occur prior to the **Expiry Date**. **Conveyance** means an airline, train, bus, vehicle, or ferry.
2. **Medically unfit to travel:** If medical evidence supports that **You** are medically unfit to travel due to a covered **Sickness** or **Injury** on or before the coverage **Expiry Date**, coverage will be automatically extended for up to five **(5)** days.

3. **Hospitalization:** If **You** are hospitalized at the end of the **Coverage Period**, as a result of a covered **Sickness** or **Injury**, coverage will be extended for **You** and one **(1)** covered travelling companion remaining with **You**, when reasonable and necessary, during the period of **Hospital** confinement, plus seventy-two **(72)** hours after release to travel home. Coverage for **Your** travelling companion will only be extended under their respective Policy when issued by **Us**.

IMPORTANT NOTE

Additional premium will not be required for an automatic extension of coverage.

Benefit Payments

Unless otherwise stated, all provisions in this Policy apply to each eligible **Insured** during one **Coverage Period**.

Benefits are only payable under one Policy, for each **Insured** during the **Coverage Period**. If the **Insured** has more than one Policy with National Liability & Fire Insurance Company - Canada Branch, the one with the greater sum insured will be used.

Benefits are only payable for the plans and the specific sum insured selected, paid for, and accepted by the **Insurer**, at the time of application, and indicated in **Your Coverage Confirmation** letter.

Any benefits payable under this Policy do not include interest charges.

Benefits payable as a result of **Your** death will be payable to **Your** Estate.

Claim Submission

You or the claimant, if other than **You**, shall be responsible for providing the **Assistance and Claims Administrator** with the following:

1. itemized receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services that have been provided; and
2. any payment made by any other insurance plan or contract, including a government **Hospital**/medical plan; and

3. substantiating medical documentation at the request of the **Assistance and Claims Administrator**.

Failure to provide substantiating documents shall invalidate all claims under this insurance.

Conformity with Law

Any provision of the Policy that is in conflict with any federal, provincial, territorial or other applicable law of any **Insured's** place of residence is hereby amended to conform to the minimum requirements of that law.

The **Insurer** will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the **Insurer**, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

Contract

The application, **Coverage Confirmation** letter, this Policy, any document attached to this Policy when issued, and any amendment to the contract agreed upon in writing after this Policy is issued, constitute the entire contract, and no agent has the authority to change the contract or waive any of its provisions.

Destination: Travel Group Inc., on behalf of the Insurer, reserves the right to decline any request for new terms of coverage.

No condition of this Policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed and signed by **Us**.

Coordination of Benefits

Amounts payable under this Policy are in excess of any or all existing coverage concurrently in force held by or available to **You**, including by not limited to, homeowners' insurance, tenant's insurance, multi-risk insurance, any credit card, third-party liability, group or individual basic or extended health insurance, Government or provincial health insurance plan, or any private or legislative plan of motor vehicle insurance providing **Hospital**, medical or therapeutic coverage.

If an **Insured** is covered under more than one insurance plan that provides for **Medical Expenses**, the **Assistance and Claims Administrator**, on behalf of the **Insurer**, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines. In no event will the combined payments from all plans exceed one hundred percent **(100%)** of the eligible expenses.

Reimbursement will not be made for any costs, services, or supplies that are payable to **You** under a motor vehicle insurance policy or legislative plan under any Insurance Act, or for which **You** receive benefits from any other party pursuant to any policy or legislative plan of motor vehicle insurance until such benefits are exhausted.

The **Insured** must disclose all other insurance coverage at the time of claim submission. Failure to provide such information may result in delays or denial of benefits.

If **You** are retired with an extended health plan provided by a former employer, with a lifetime limit of up to **\$100,000**, the **Assistance and Claims Administrator**, on behalf of the **Insurer**, will not coordinate benefits with that provider, except in the event of **Your** death.

Currency

All amounts stated in the Policy, including premium, are in Canadian dollars. If currency conversion is necessary, the **Assistance and Claims Administrator** will use the exchange rate on the date the service was rendered to **You**.

At the option of the **Assistance and Claims Administrator**, benefits may be paid in the currency of the country where the loss occurred.

Endorsements

This Policy will not be modified except by written amendment or endorsement attached hereto and signed by the **Insurer's** authorized representative. The Policy can be changed or amended without the consent of any **Insured**.

Extending Your Trip

You can extend **Your Trip** before **You** leave **Your** province or territory of residence.

You may apply for a new **Coverage Period** provided **You** meet the eligibility requirements set forth under **Section 7: Eligibility Requirements** of this Policy.

Extending Your Policy Before You Leave on Your Trip

If **You** decide to apply for additional coverage **before** **You** have left **Your** province or territory of residence and there is no break in coverage, Destination: Travel Group Inc. will extend the **Expiry Date** of **Your** original Policy. **New terms, limitations, and conditions will apply, and You are required to pay an additional premium.**

Extending Your Policy After You Departed on Your Trip

If **You** decide to apply for additional coverage **after** **You** have left **Your** province or territory of residence but before the **Expiry Date** of **Your** existing Policy with Destination: Travel Group Inc., **We** will issue **You** a new Policy.

New terms, limitations, and conditions will apply, and You are required to pay an additional premium.

IMPORTANT NOTE

After **You** have left **Your** province or territory of residence **You** may apply for a new term of coverage if **You**:

- a) are in good health; and
- b) have no reason to seek **Medical Treatment** or medical consultation during **Your** new **Coverage Period**.

If **You** have incurred a claim, Destination: Travel Group Inc. on behalf of the **Insurer**, will review **Your** file before deciding on granting an extension.

The recurrence of a **Medical Condition(s)** or related condition(s) that were present during the original **Coverage Period** of the Policy will not be covered under this Policy during the extension period.

If You decide to extend Your Trip, please call Your agent/broker or Destination: Travel Group Inc. at 1-855-337-3532 or 416-499-1900.

General Terms

Insurance terms and conditions are subject to change with each new Policy purchased, without prior notice. This Policy is non-participating. **You** are not entitled to share in the surplus or profits of the **Insurer**.

Governing Law

This Policy will be governed by the laws of the Canadian province or territory where **You** reside.

Limit on Liability

The **Insurer's** liability under this Policy is limited to the amounts payable in accordance to the terms, conditions, and limitations in this Policy. The **Insurer** shall not be liable for any indirect, consequential, or punitive damages arising from any claim under this Policy. It is a condition precedent to liability under this Policy that at the time of application and on the **Effective Date**, **You** know of no reason to seek medical attention.

Limitation of Action

Every action or proceeding against an **Insurer** for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws at Alberta and British Columbia), the Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for transactions or proceedings governed by the laws of Ontario), the Limitations Act (for actions or proceedings governed by the laws of Saskatchewan) or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

Every action or proceeding against the **Insurer** for the recovery of a claim under this contract shall not be commenced more than one **(1)** year after the date the insurance money became payable or would have become payable if it had been a valid claim (for actions or proceedings governed by the laws of New Brunswick, Nova Scotia, Newfoundland and Prince Edward Island).

Every action or proceeding against the **Insurer** for the recovery of a claim under this contract shall not be commenced more than two **(2)** years after the date the insurance money became payable or would have become payable if it had been a valid claim (for actions or proceedings governed by the laws of Yukon, Northwest Territories and Nunavut).

Misrepresentation or Nondisclosure

We will not pay a claim if **You**, any **Insured** under this Policy or anyone acting on **Your** behalf attempts to deceive **Us** or makes a fraudulent, false, exaggerated statement, or claim.

You must be accurate and complete in **Your** dealings with **Us** at all times.

A failure to disclose or misrepresentation of any material fact by **You**, fraud or attempted fraud, either at the time of application or at the time of claim, shall render the entire contract null and void at the option of the **Insurer**, and any claim submitted thereunder shall not be payable.

Where there is an error as to **Your** age, provided that **Your** age is within the insurable limits of this Policy, the premiums will be adjusted according to **Your** correct age.

Reasonable Precautions

The **Insured** must take and have taken all reasonable care to prevent an **Accident** or medical **Emergency** giving rise to a claim under the Policy, including complying with any applicable law, bylaw, ordinance or regulation that concerns the safety of persons or property.

Return to Home Country

Benefits shall be limited to a period (in the aggregate) of ninety **(90)** days per year for **Insureds** returning or receiving **Medical Treatment** in their **Home Country**. For Canadian Nationals returning permanently to Canada, and where the **Insured** has been insured under this Policy for a period in excess of fifty-two **(52)** consecutive weeks, coverage can be automatically extended for a period of not more than thirteen **(13)** consecutive weeks with an additional charge. **Insureds** must notify The Destination: Travel Group Inc. at **1-855-337-3532** of the date of return to their **Home Country** within thirty **(30)** days of the date of return. Proof of the date of return may be required.

Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under the Policy, **You** agree to:

1. reimburse the **Insurer** for all **Emergency** medical and **Hospital** costs paid under the Policy from any amounts **You** receive from a third-party responsible (in whole or in part) for **Your Injury** or **Sickness**, whether such amounts are paid under a judgment or settlement agreement;
2. whenever reasonable, initiate a legal action against the third-party to recover **Your** damages, which include the **Emergency** medical and **Hospital** costs paid under the Policy;
3. include all **Emergency** medical and **Hospital** costs paid under the Policy in any settlement agreement **You** reach with the third-party;
4. act reasonably to preserve the **Insurer's** right to be reimbursed for any **Emergency** medical or **Hospital** costs paid under the Policy;
5. keep the **Insurer** informed of the status of any legal action against the third-party; and
6. advise **Your** counsel of the **Insurer's** right to reimbursement under the Policy.

Your obligations under this section of the Policy in no way restricts the **Insurer's** right to bring a subrogated claim in **Your** name against the third-party and **You** agree to cooperate with the **Insurer** fully should the **Insurer** choose to exercise its right of subrogation.

Time

This Policy will be governed by the local time of the Canadian province or territory in which the Policy was issued.

Section 16: Statutory Conditions

Copy of Application

The **Insurer** shall, upon request, furnish **You** or a claimant under the contract a copy of the application.

Failure to Give Notice and Proof

Failure to give notice of claim or furnish proof of claim within the time prescribed does not invalidate the claim if:

1. the notice or proof is given or furnished as soon as reasonably possible, but in no event later than one **(1)** year from the date of the **Accident** or the date a claim arises under the contract on account of **Sickness** or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
2. in the case of **Your** death, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one **(1)** year after the date a court makes the declaration.

Insurer to Furnish Forms for Proof of Claim

Claim forms are available by contacting **Assistance and Claims Administrator's** Claims Department and shall be furnished to **You** upon request.

Material Facts

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

Notice and Proof of Claim

Please refer to **Section 4: Claim Information** in this Policy for full details. If **You** do not provide the required supporting documentation, **Your** claim will not be paid.

Rights of Examination

For the purposes of determining the validity of a claim under this Policy, **We** may obtain and review the medical records of **Your** attending **Physician(s)**, including the records of **Your** regular **Physician(s)** from **Your** province or territory of residence. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to **You** before **You** incurred a claim under this Policy.

In addition, **We** have the right, and **You** shall afford **Us** the opportunity, to have **You** medically examined when and as often as may reasonably be required while benefits are being claimed under this Policy. If **You** die, **We** have the right to request an autopsy, if not prohibited by law.

Termination

You may at any time request that this contract be terminated, and the **Insurer** shall, as soon as practical after **You** make the request, refund the amount of premium actually paid by **You** that is in excess of the short-rate premium calculated to the date of the request according to the table in use by the **Insurer** at the time of the termination.

For a full description of the procedures and details, **We** direct **Your** attention to **Section 17: Premium Refunds** of this Policy.

We may terminate this contract in whole or in part at any time by giving written notice of termination to **You** and by refunding, concurrently with the giving of notice, the amount of premium paid in excess of the proportional premium for the expired time. The notice of termination may be delivered to **You**, or it may be sent by registered mail to **Your** latest address on record. Where notice of termination is delivered to **You**, five **(5)** days' notice of termination will be given; where it is sent by registered mail to **You**, fifteen **(15)** days' notice will be given, and the fifteen **(15)** days will begin on the day the registered letter is delivered to **Your** postal address.

Waiver

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

When is Money Payable?

All money payable under this contract shall be paid by the **Insurer** within sixty **(60)** days after the **Insurer** has received proof of claim.

Section 17: Premium Refunds

A full refund will be provided for policies which are returned within ten **(10)** days of purchase provided that **Your** coverage has not begun, as described in **Section 1: Right to Examine the Policy**.

Premium Refunds are Only Considered When:

- a) no claim has been incurred or paid, or is pending;
- b) **You** return to **Your** province or territory of residence prior to the **Expiry Date**; and
- c) **You** send a written request with proof of **Your** non-departure or early return, to **Destination: Travel Group Inc.**, 155 Gordon Baker Road, Suite 304, Toronto, ON M2H 3N5 or admin@desttravel.com before **Your Coverage Period** ends.

When submitting a premium refund request, please send a written request to Destination: Travel Group Inc. by fax, mail, or e-mail before **Your Coverage Period** ends, and include:

- a) a copy of **Your Coverage Confirmation**; and
- b) confirmation of **Your** early return to **Your** province or territory of residence, such as a boarding pass; or
- c) any other documentation to support **Your** refund request.

Important Premium Refund Notes

Premium refunds, regardless of method of payment, must be obtained from the agent/broker where coverage was originally purchased and submitted to Destination: Travel Group Inc.

No claim will be paid if **You** have received a refund of premium for unused days.

Refunds will be calculated on a weekly pro-rated basis from the premium paid and the date postmarked on **Your** written request if mailed or emailed, or on the date such faxed request is received by Destination: Travel Group Inc. and are subject to a **\$25** administrative fee and a minimum refund of **\$50**.

Refunds are based on paid premium on the date the request is processed. Post-dated cheques that were not cashed will be destroyed.

Section 18: Privacy Information Consent Notice

We are committed to protecting the privacy, confidentiality and security of the personal information **We** collect, use and disclose. **Your** personal information, including **Your** medical history, will be collected, used and disclosed only for the purpose of providing **You** with the requested insurance services. For a copy of the **Insurer's** privacy policy, please contact **Us** or visit **Our** website. www.bhspecialty.com/privacy-policy/privacy-policy-canada/

Section 19: Assistance and Claims Administration provided by:

Berkshire Hathaway Specialty Insurance

c/o Global Excel Management Inc.

73 Queen Street

Sherbrooke, Quebec, Canada J1M 0C9

Section 20: Underwritten by:

National Liability & Fire Insurance Company – Canada Branch

18 York Street, Suite 1700

Toronto, Ontario, Canada M5J 2T8

Section 21: Managed and Distributed by:

Destination: Travel Group Inc.

304-155 Gordon Baker Road

Toronto, Ontario, Canada M2H 3N5

Tel: 1-855-337-3532