

The purpose of this fact sheet is to inform you of your rights. It does not relieve the insurer or the distributor of their obligations to you.

## LET'S TALK INSURANCE!

Name of distributor: Your distributor is required to provide you with this information

Name of insurer: CUMIS General Insurance Company

Name of insurance product: Trip Cancellation & Interruption Plan



## **IT'S YOUR CHOICE**

You are never required to purchase insurance:

- that is offered by your distributor;
- from a person who is assigned to you; or
- to obtain a better interest rate or any other benefit.

Even if you are required to be insured, **you do not have to** purchase the insurance that is being offered. **You can choose** your insurance product and your insurer.



## **HOW TO CHOOSE**

To choose the insurance product that's right for you, we recommend that you read the summary that describes the insurance product and that must be provided to you.

## **DISTRIBUTOR REMUNERATION**

A portion of the amount you pay for the insurance will be paid to the distributor as remuneration. The distributor **must** tell you when the remuneration exceeds 30% of that amount.

## **RIGHT TO CANCEL**

The Act allows you to rescind an insurance contract, **at no cost**, within 10 days after the purchase of your insurance. However, the insurer may grant you a longer period of time. After that time, fees may apply if you cancel the insurance. **Ask** your distributor about the period of time granted to cancel it **at no cost**.

If the cost of the insurance is added to the financing amount and you cancel the insurance, your monthly financing payments might not change. Instead, the refund could be used **to shorten the financing period. Ask your distributor for details**.

The Autorité des marchés financiers can provide you with unbiased, objective information. Visit <u>www.lautorite.qc.ca</u> or call the AMF at 1-877-525-0337.

Reserved for use by the insurer:

## TRIP CANCELLATION AND INTERRUPTION PLAN PRODUCT SUMMARY

INSURER	ADMINISTRATOR	DISTRIBUTOR
CUMIS General Insurance Company 151 North Service Road Burlington, ON L7R 4C2 1-800-263-9120 Registered with the Autorité des marchés financiers under client number 2000383675.	<b>Allianz Global Assistance</b> 700 Jamieson Parkway Cambridge, ON N3C 4N6 1-800-670-4426	Your distributor is required to provide you with this information. Name: Address: Phone:

#### QUEBEC RESIDENTS

The Autorité des marchés financiers can provide information about your rights and the duties of the insurer, administrator and distributor.

#### Autorité des marchés financiers

Place de la Cité, Tour Cominar 2640, boulevard Laurier, 4e étage Québec G1V 5C1 1-877-525-0337 lautorite.qc.ca

## INTRODUCTION

This Product Summary will provide an overview of the Trip Cancellation and Interruption Plan. It will help you determine if this insurance is right for you without the advice of an insurance advisor. This document highlights the benefits, exclusions, limitations and restrictions that apply to this coverage. Refer to the policy of insurance for the complete terms and conditions. If you have questions about this coverage, contact Allianz Global Assistance.

#### The policy of insurance can be found at:

https://www.cumis.com/en/information/Pages/quebec-guides-and-summaries.aspx



#### YOUR RIGHT TO EXAMINE

The Right to Examine period gives you 10 days to review your policy and confirm it meets your needs. This 10-day period allows you to return the policy for a full refund if you have not left on your trip and have not filed a claim.

### **PRODUCT DESCRIPTION**

The Trip Cancellation and Interruption Plan provides worldwide coverage for Canadian residents while travelling outside their home province or territory of residence.

Coverage begins on the effective date and ends on the expiry date. These dates are determined at the time of purchase and can be found on your Declaration Page you will receive when you purchase your policy.

## **COVERAGE SUMMARY**

Benefit	Maximum Limit (\$CAD)
Trip Cancellation & Interruption Coverage	Up to \$10,000 per person
Trip Delay Coverage	\$150 per day/maximum 2 days



### NOTICE

General Exclusions apply to all benefits. Refer to the General Exclusions section in the policy of insurance.

## DO YOU QUALIFY FOR THIS COVERAGE? (ELIGIBILITY)

As of the date you apply for this coverage and the date your coverage begins, you must:

- be a Canadian citizen or a permanent resident of Canada;
- have had your application for coverage accepted and the entire required premium paid within 5 days of booking your travel arrangements;
- be travelling no longer than the number of days allowed under your government health insurance plan for travel outside your province or territory of residence.

## **TRIP CANCELLATION & INTERRUPTION**

You will receive reimbursement if you need to cancel, or interrupt a trip due to a Covered Reason. Reimbursement is issued for for non-refundable, prepaid, travel expenses. You have coverage up to the amount you insure at the time of purchasing the travel arrangements to a maximum of \$10,000 per person.

Trip Cancellation: Trip Cancellation occurs before you leave.

**Trip Interruption:** Trip Interruption occurs after you leave on the trip but before your scheduled return date.

Covered Reasons	Exclusions
Covered Reasons include but are not limited to the following:	You will not be paid for expenses that arise from, or relate to the following:
Health <ul> <li>Illness or injury</li> <li>Pregnancy or adoption</li> </ul>	<ul> <li>Trip Cancellation: Situations you were aware of at the time of booking the trip that could prevent you from travelling as planned.</li> </ul>
• Death Work	• <b>Trip Interruption:</b> Situations you were aware of at the time of booking the trip that could prevent you from travelling as planned.
<ul> <li>Involuntary termination or being laid off</li> <li>Jury duty</li> <li>Being summoned to service in the case of reservists, active military, police or fire personnel</li> </ul>	<ul> <li>The medical condition or the death of an ailing person when the trip was made to visit or attend to that person.</li> </ul>
Other	
• Extreme weather affecting your home	
<ul> <li>Canadian government issues a travel advisory after the effective date</li> </ul>	
<ul> <li>Involvement in a traffic accident on your way to the departure point</li> </ul>	
• Being quarantined	
<ul> <li>Being a victim of a criminal assault (applies to Trip Cancellation only)</li> </ul>	
<ul> <li>Act of terrorism occurring in the city and country of your destination</li> </ul>	
$\cdot$ Being denied boarding on a common carrier	
Refer to the Covered Reasons section of the Trip Cancellation & Interruption benefit in the policy on insurance for details.	Refer to the Exclusions of the Trip Cancellation & Interruption Coverage section of the policy of insurance details.

#### Limitations



#### IF YOU NEED TO CANCEL OR INTERRUPT YOUR TRIP

Contact Allianz Global Assistance and your travel suppliers within 24 hours of the cause of cancellation or interruption.

If you do not contact them your claim may be reduced or not paid.

Refer to Conditions and Limitations in the Trip Cancellation & Interruption Coverage section of the policy of insurance for details.

## TRIP DELAY

Trip Delay occurs when your trip is delayed by more than 6 hours from your scheduled departure time due to a Covered Reason. Payment is issued for additional accommodation, meals and travelling expenses up to \$150 per person, per day for a maximum of 2 days. This benefit is only payable once per trip.

Covered Reasons	Conditions, Exclusions & Restrictions	
Covered reasons include but are not limited to the following:	The following conditions, restrictions and exclusions apply:	
Common carrier delays	<ul> <li>Payment is not issued for prepaid expenses unless specified otherwise in the policy of insurance.</li> </ul>	
Lost or stolen travel documents		
· Quarantine	Expenses must be incurred by you.	
• Unannounced strikes	<ul> <li>The total amount payable for additional expenses cannot be more than the benefit maximum listed on</li> </ul>	
<ul> <li>Natural disaster</li> </ul>	your Declaration Page.	
· Civil disorder		
Refer to the Trip Delay Coverage section of the policy of insurance for details.		

## **GENERAL EXCLUSIONS**

Payment will not be issued for any expenses that arise from or relate to:

1. Pre-existing Exclusions (Applies to Trip Cancellation & Interruption Coverage)

**Age 69 and under:** Any medical condition including heart or lung condition, that was not stable in the 90 days before the effective date.

Age 70 to 79: Any medical condition including heart or lung condition, that was not stable in the 180 days before the effective date.

Age 80 or above: Any medical conditions that relate to your:

- cardiovascular conditions (heart conditions)
- cerebrovascular conditions (stroke or TIA)
- respiratory conditions (lung conditions)
- gastrointestinal disorders
- cancer.

Any medical condition that was causing symptoms, or was diagnosed, treated or investigated during the 180 days before you depart on your trip

- 2. Acts of self harm.
- 3. Some pregnancy situations.
- 4. Some matters related to mental and emotional disorders.
- 5. Abuse of alcohol or drugs including misuse of medication.
- 6. Acts of war and terrorism or any nuclear occurrence.
- 7. Amateur or professional sports and certain scuba diving activities.
- 8. Biological, chemical, seepage or pollution, contamination.
- 9. Some matters related to epidemic or pandemic.
- 10. Default of a travel supplier.
- 11. Illegal acts.
- 12. Prohibition or regulation by any government that interferes with your trip.
- 13. Any elective, cosmetic or organ harvesting surgery.
- 14. Travelling on an aircraft except while riding, boarding, or disembarking on a commercial airline.
- 15. Travel to regions where the Canadian government issued a travel advisory.

## **GENERAL CONDITIONS AND LIMITATIONS**

**Additional Insurance** - This insurance only pays amounts that are beyond amounts payable from your government health insurance plan (if applicable) or any other insurance plan.

**Currency** - All amounts in the policy are in Canadian currency and reimbursements will be provided in Canadian currency.

**Legal Action** - Legal action against the insurer must begin within the timeline determined by the Insurance Act or Limitations Act of your home province or territory of residence. For Quebec residents this is in the Quebec Civil Code.

**Misinformation** - If you provide incorrect information when you apply for this insurance or when you submit a claim, the insurer may choose to void your coverage. Any claim submitted will not be paid.

**Third Party Liability** - If you incur expenses due to a third party, the insurer may take legal action against the third party at the insurer's expense. You will support the insurer by co-operating with them and supplying any documentation they may need. You agree to do nothing to interfere with the insurer's right to recover funds.

Refer to the General Provisions section of the policy of insurance for a complete list.

### **ADDITIONAL INFORMATION**

#### Automatic Extension of Coverage

Coverage is automatically extended if:

- 1. your entire trip is within the coverage period on your Declaration Page; and
- 2. your return is delayed for unforeseen reasons out of our control. This includes a medical condition or impatient hospitalization of you or your travelling companion.

Coverage will end on the earliest of:

- your arrival to your home province or territory of residence, or return destination (based on your travel itinerary); or
- 5 days after your scheduled return date; or
- 72 hours after your discharge.

Refer to the "What do you need to know?" section of the policy of insurance for details.

#### What if you decide to stay longer?

*Before you leave on the trip:* Contact your travel supplier or Allianz Global Assistance to purchase additional days of coverage or if your travel dates change.

After you leave on the trip: You can purchase additional days if you have had no medical event that would result in a claim.

If you have experienced a medical event during your trip, you may still qualify for coverage.

Refer to the "What do you need to know?" section of the policy of insurance for details.

#### Refunds

Full refunds are available if you cancel this insurance within 10 days of purchase and have not departed on the trip.

After the 10-day period you may still request a refund if you have not departed on the trip, but penalties may apply.

The policy of insurance is non-refundable after you have departed on the trip.

Contact Allianz Global Assistance to request a refund.

#### **Premium Calculation**

Your premium is a single premium paid for the duration of your trip and it is fixed. You can find the amount of your premium on the declaration page that accompanies your policy document.

### MAKING A CLAIM

#### How do I submit a claim?

You must contact Allianz Global Assistance as soon as reasonably possible to report a claim, within 30 days of the incident date, and in no event later than one (1) year after the incident date. Upon receipt of the notice, Allianz Global Assistance will provide you with the appropriate claim forms.

SEND CLAIM FORMS AND SUPPORTING DOCUMENTS TO:

Allianz Global Assistance, Claims Department P. O. Box 277 Waterloo, Ontario, Canada N2J 4A4

Toll-free Canada/U.S.A: 1-877-807-7806

Collect worldwide: 1- (519) 342-4947

For the most efficient claims experience, claims for out-of-pocket expenses can be submitted through the secure Allianz Global Assistance Claims Portal: <u>www.allianzassistanceclaims.ca</u>

If you submit a claim and are not satisfied with the outcome, you have the right to file a complaint by following the process below.

### HOW TO FILE A COMPLAINT

#### 1. Contact Allianz Global Assistance

Appeals must be submitted in writing describing why the outcome of your claim is incorrect along with any new supporting documentation.

#### **Allianz Global Assistance**

Appeals Department P.O. Box 277 Waterloo, ON N2J 4A4 appeals@allianz-assistance.ca

#### 2. Contact the Ombudsman

If your complaint remains unresolved after following the appeals process above, you may request additional consideration from the Ombudsman Office.

#### The Co-operators Group Limited

Ombudsperson 130 Macdonell Street Guelph ON, N1H 6P8 Phone: 1-877-720-6733 Email: Ombuds@cooperators.ca

#### 3. External Recourse

If after submitting an appeal and contacting the insurer's ombudsman you are still unable to resolve your concerns you may contact the General Insurance OmbudService (GIO).

#### General Insurance OmbudService (GIO)

Phone: 1-877-225-0446 Website: www.giocanada.org

#### QUEBEC RESIDENTS

You may request in writing that a copy of your file be sent to Autorité des marches financiers (AMF) within 3 years of your claim being denied.

#### Autorité des marches financiers (AMF)

Phone: 1-877-525-0337 Email: renseignement-consommateur@lautorite.qc.ca

#### 4. The Financial Consumer Agency of Canada (FCAC)

The Financial Consumer Agency of Canada provides consumers with information about Financial Products and your rights and responsibilities. They ensure compliance with federal consumer protection laws that apply to banks and insurance companies.

Website: https://www.canada.ca/en/financial-consumer-agency.html



## **Trip Cancellation & Interruption Plan**

This Trip Cancellation & Interruption Plan benefits are payable if *your trip* is cancelled, interrupted, or delayed because of a Covered Reason.

Benefits per Insured	Benefit Maximums
Trip Cancellation	Up to \$10,000 Canadian
Trip Interruption	Up to \$10,000 Canadian
Trip Delay	\$150 Canadian/Day – Maximum 2 Days
24-Hour Emergency Travel Assistance	Included

#### There is no age limit for this coverage.

This plan will provide *you* with coverage for the length of *your trip* up to the maximum number of days allowed under *your* government health insurance plan for travel outside of *your* province or territory of residence. *Your departure date* and *your return date* are both counted and included as separate days when determining the duration of coverage

For complete information, please read the Policy of Insurance below.

## **Policy of Insurance**

This product is underwritten by CUMIS General Insurance Company (herein called "insurer", "we", "us", "our"), a member of the Co-operators group of companies, and administered by Allianz Global Assistance. Allianz Global Assistance is a registered business name of AZGA Service Canada Inc.

#### IMPORTANT NOTICE- PLEASE READ CAREFULLY

We have issued this Policy of Insurance to the person(s) named on the declaration page (herein called "you" or "your").

If you believe that the declaration page we sent you is incorrect, please contact Allianz Global Assistance immediately at the phone number(s) listed on your declaration page.

This *policy* and *your* declaration page describe *your* insurance and its terms and conditions, which may limit benefits and amounts payable to *you*. Please read the *policy* carefully to understand the conditions of all coverage for which *you* have paid a premium.

Be sure to take this document, your declaration page and your receipt with you on your trip.

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

This *policy* contains a number of exclusions and limitations including a Pre-Existing Condition Exclusion, which may apply to a *medical condition* or symptoms that existed prior to *your trip*, please take time to read it before leaving on *your trip*.

#### PLEASE READ YOUR POLICY OF INSURANCE CAREFULLY BEFORE YOU TRAVEL

IF YOU ARE IN NEED OF EMERGENCY ASSISTANCE WHILE TRAVELLING, PLEASE CALL ALLIANZ GLOBAL ASSISTANCE AT ONE OF THE PHONE NUMBERS LISTED ON YOUR DECLARATION PAGE

Allianz Global Assistance is here to help you 24 hours a day, 365 days a year.

#### Please have the following information ready for the Allianz Global Assistance representative when you call:

- your name and policy number (per your declaration page), and
- *your* location and local phone number.

#### **Right to Examine this Insurance**

If you notify us that you are not completely satisfied with your purchased plan within 10 days of the date of issue of this Policy of Insurance as indicated on your declaration page, we will provide a full refund if you have not already departed on your trip or filed a claim.

Refunds are only available when Allianz Global Assistance receives your request for a refund before your departure date.

#### Insured benefits under this Policy of Insurance include:

- Trip Cancellation/Trip Interruption and Trip Delay
- 24-Hour Travel Assistance

Please refer to *your* declaration page to determine which coverage *you* purchased and the corresponding maximum amounts of coverage.

#### What risks are insured?

This insurance provides benefits if *your trip* is cancelled, interrupted or delayed and protects *you* against situations or losses that result from sudden and unexpected conditions or events. These insurance benefits do not cover conditions or events that, on the date of purchase, are either known to *you* or likely to occur.

We reserve the right, in our sole discretion, to reject applications for coverage.

In this *policy,* certain terms have defined meanings. Those defined terms are as indicated on *your* declaration page, or as below in the section titled "Definitions", and appear throughout this *policy* in italics.

#### Definitions

**Accident/Accidental** - a sudden, unexpected, unintended, unforeseeable external event, occurring during the *coverage period*, arising wholly from accidental means, which independently of any other cause, causes *injury*.

Accidental Bodily Injury - a bodily *injury* caused by an *accident* of external origin occurring during the *coverage* period and being the direct and independent cause of the loss.

Allianz Global Assistance - Allianz Global Assistance, *our* administrator for assistance and claims services under this *policy*.

Children - unmarried persons who are dependent on you for support and are:

- under 21 years of age; or
- under 26 years of age if a full-time student; or
- mentally or physically incapable of self-support, and became so as a dependent child, and over 20 years of age.

**Common Carrier -** any land, air or water conveyance for regular passenger service, which is fully licensed to carry passengers for compensation or hire and which undertakes to carry all persons indifferently as to who may apply for passage, so long as there is room and there are no legal grounds for refusal.

**Contamination** - the contamination or poisoning of people by nuclear or chemical or biological substances, which causes *illness* or death.

Coverage Period - the time insurance is in effect, beginning on the effective date and ending on the expiry date.

Departure Date - the date on which you are scheduled to leave your departure point.

Departure Point - the city from which you depart on your trip.

Effective Date - the date on which your coverage begins under this insurance as shown on your declaration page.

**Emergency** - an unforeseen event that occurs during the *coverage period* and makes it necessary to receive immediate *treatment* from a licensed *physician* or to be hospitalized.

**Epidemic** - a contagious disease recognized or referred to as an epidemic by a representative of the World Health Organization (WHO) or an official government authority.

**Expiry Date** - the date on which *your* coverage ends under this insurance as shown on *your* declaration page.

**Family Member** - includes *your spouse*; parents; *children*, including *children* who are, or are in the process of becoming adopted; siblings; grandparents or grandchildren; step-parent; step-*children*; or step-sibling; in-laws (parent, son, daughter, brother or sister, grandparents); aunt; uncle; niece; nephew; legal guardian; or ward; whether or not they travel with *you*.

**Future Travel Credits** - any credit or voucher for future travel that *you* are eligible to receive from a travel supplier, employer, another insurance company, a credit card insurer, or any other entity.

**Hospital** - an establishment that is licensed as a hospital and is operated for the care and *treatment* of *inpatients*, has a registered nurse always on duty, and has a laboratory and an operating room on the premises or in facilities controlled by the hospital. Hospital does not mean any 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.

**Illness** - a sickness, infirmity or disease occurring during the *coverage period* that requires *emergency* medical care, which did not occur prior to the *effective date*.

**Immediate Family** - means *your spouse*; parent; *children* (including all natural or adopted children); *your* sibling; *your* step-parents, step-*children*, *your* grandparent or grandchild.

**Injury** - bodily injury occurring during the *coverage period*, resulting directly and independently of all other causes, from an *accident*.

**Inpatient** - a person treated as a registered bed patient in a *hospital* or other facility and for whom a room and board charge is made.

Insurer - CUMIS General Insurance Company.

**Medical Condition** - an *accidental bodily injury* or *illness* (or a condition related to that *accidental bodily injury* or *illness*), including disease, acute psychosis and complications of pregnancy occurring within the first 31 weeks of pregnancy.

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

**Pandemic** - an *epidemic* that is recognized or referred to as a pandemic by a representative of the World Health Organization (WHO) or an official government authority.

**Physician** - a person (other than an insured) who is not related to the insured by blood or marriage who is licensed to prescribe drugs and administer medical *treatment* (within the scope of such license) at the location where the *treatment* is provided. A physician does not include a naturopath, an herbalist or a homeopath.

**Policy** - the entire policy of insurance document containing the terms and conditions of this insurance and issued to *you* by *us*.

Prepaid - paid prior to your departure date.

Professional - engaged in a specified activity as your main paid occupation.

**Quarantine** – the mandatory involuntary confinement by order or other official directive of a government, public or regulatory authority, a *physician*, or the captain of a commercial vessel on which *you* are booked to travel during *your trip*, which is intended to stop the spread of a contagious disease to which *you* or a *traveling companion* has been exposed.

**Return Date** - the date on which *you* are scheduled to return to *your departure point* as shown on *your* declaration page (using the local time at *your* Canadian address).

Spouse - the person who is:

- legally married or in a legal civil union with you; or
- is living with *you* in a conjugal relationship and is publicly represented as *your* spouse or *your* domestic partner in the community in which *you* reside. *You* may only have 1 spouse for the purposes of this insurance.

**Stable** - any *medical condition* or related condition (including any heart condition or lung condition) for which all the following statements for that *medical condition* or related condition (including any heart or any lung condition) are true:

- there has been no new treatment or prescribed medication;
- there has been no change in *treatment* or change in prescribed medication (including the amount of medication to be taken, how often it is taken, the type of medication or change in *treatment* frequency or type);
- there has been no new symptom, more frequent symptom or more severe symptom;
- there have been no test results showing deterioration; and
- there has been no hospitalization or referral to a specialist (made or recommended) or the result of further investigations has not yet been completed.

**Terrorism or Act of Terrorism** - an act including, but not limited to, the use of force or violence or the threat thereof, including hijacking, 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 (whether declared or not), act of foreign enemies or rebellion.

Travelling Companion - a person with whom you are sharing travel arrangements and prepaid accommodation.

**Treatment** - the medical advice, care or service provided by a *physician*. This includes, but is not limited to, diagnostic measures and prescription drugs (including pills and inhaled or injected medications). It does not include check-ups or cases where *you* have no specific symptoms.

Trip - a defined period of travel that is not for the purpose of obtaining health care or treatment of any kind.

We, Us and Our - refers to CUMIS General Insurance Company.

You and Your - refer to all persons listed on *your* declaration page under the plan purchased when the required insurance premium has been paid.

#### What Do You Need to Know?

#### Are you eligible for coverage?

To be eligible for any insurance coverage you must:

- be a Canadian citizen or be a permanent or temporary resident of Canada;
- have had your application for coverage accepted and the entire required premium paid within 5 days of booking your travel arrangements; and
- be travelling no longer than the maximum number of days allowed under *your* government health insurance plan for travel outside of *your* province or territory of residence.

NOTE: You must meet all of the above eligibility requirements to be insured under this policy.

#### How do you become insured?

You become insured and this policy becomes an insurance contract:

- when you are named on your completed insurance application and named on your declaration page; and
- upon payment of the required premium on or before your effective date.

#### When does your insurance start?

Your insurance starts on the effective date if:

- you are eligible;
- you are named on the application; and
- you pay the full required premium before the effective date.

For Trip Cancellation and Interruption Coverage to be in effect we must have received all premium due prior to the *trip* cancellation.

#### When does your insurance end?

Your insurance ends on the earliest of:

- the date your trip is cancelled when cancelled prior to your departure date;
- 23:59 on your return date as shown on your declaration page; or
- upon *your* return to *your* province or territory of residence, except in the circumstances outlined under "When will *your* coverage be automatically extended?"

#### What must you do if you decide to extend your trip?

If *your* travel dates change before *you* leave *your* province or territory of residence contact *your* travel insurance representative where coverage was originally purchased to change *your* coverage dates.

If *you* decide to apply for additional coverage after *you* have left *your* place of ordinary residence, *you* may apply for an extension of coverage by contacting *your* travel insurance representative where coverage was originally purchased if *you*:

- purchase additional coverage prior to the expiry date; and
- are in good health; and
- have no reason to seek medical consultation during the new term of coverage.

#### When will your coverage be automatically extended?

Regardless of your expiry date, coverage will be extended provided:

- your entire trip falls within the coverage period; and
- your return is delayed by unforeseeable circumstances beyond your control, including the hospitalization as an inpatient or medical condition of you, (your spouse or your children if they are travelling with you) or your travelling companion.

If coverage is extended for these reasons, coverage will end on the earliest of either:

- your arrival at your province of residence or return destination based on your travel itinerary; or
- 5 days after *your* scheduled *return date*; however, if *you* are hospitalized as an *inpatient*, if medically necessary, *we* will extend insurance for 72 hours from the time *you* are discharged but under no circumstances for more than 3 months from *your* scheduled *return date*.

#### Can you obtain a refund?

If you notify us that you are not completely satisfied with your purchased plan within 10 days of the date of issue of this policy of insurance as indicated on your declaration page, we will provide a full refund if you have not already departed on your trip or filed a claim.

Refunds are only available when Allianz Global Assistance receives your request for a refund before your departure date.

#### **Description of Coverage**

The following insurance benefits protect *you* against situations or losses that result from sudden and unexpected conditions or events. The benefits do not cover conditions or events that, on the date of purchase, are either known to *you* or likely to occur.

#### **Trip Cancellation and Interruption Coverage**

**Trip Cancellation Coverage** provides reimbursement for the covered losses *you* incur for a *trip* that is cancelled before *your departure date*. The total amount paid for *your trip* cancellation will not exceed the maximum benefit amount of \$10,000.

**Trip Interruption Coverage** reimburses *you* for covered losses *you* incur for *trips* that are interrupted or delayed after *your departure date.* The total amount paid for *your trip* interruption will not exceed the maximum benefit amount of \$10,000.

#### **COVERED REASONS**

A maximum benefit up to \$10,000 is provided to cover the losses (identified under 'Covered Benefits') which result from the cancellation or interruption of *your trip* due to one of the following covered reasons:

#### Medical Conditions and Death

Any serious *injury* or any unforeseen serious *illness* occurring to:

- *you,* or *your travelling companion,* which is so disabling as to cause a reasonable person to delay, cancel, or interrupt their *trip* (including being diagnosed with an *epidemic* or *pandemic* disease); or
- a family member that is life threatening or requiring hospitalization as an inpatient; or
- a family member who is dependent upon your care.

For Trip Cancellation benefits, a physical examination by a *physician* must take place within 72 hours of when the cancellation is made, and the *physician* must recommend in writing that *your trip* be cancelled.

For Trip Interruption benefits, a physical examination must take place during *your trip*, and the *physicia*n must recommend in writing that *your trip* be interrupted or delayed.

The death of you, a family member or a travelling companion, if the death occurs within 30 days prior to your departure date, or during your trip.

Your family or friends, with whom you were planning to stay on your trip, are unable to accommodate you due to life-threatening *illness*, life-threatening *injury* or death of one of them.

#### **Pregnancy and Adoption**

The pregnancy of *you, your spouse,* an *immediate family member* or *your travelling companion* if such a pregnancy:

- has been diagnosed after your trip has been booked, and your departure is scheduled within 9 weeks before or after the expected date of delivery; or
- the legal adoption of a child by you or your travelling companion, when the actual date the child is to be placed in your care is scheduled to take place during your trip and this date was not known until after the trip was booked.

#### **Government Advisories and Visas**

The Canadian government issues a written warning after *you* book *your trip*, to avoid non-essential travel or to avoid all travel to *your* ticketed destination, for a period that includes *your* scheduled *trip*. This includes written warnings to avoid non-essential travel, or to avoid all travel, on a *common carrier*.

The non-issuance of a travel visa to you, or your travelling companion for reasons beyond your or your travelling companion's control. The non-issuance of a travel visa due to late application is not covered. Non-issuance of an immigration or employment visa is not covered.

#### Terrorism

An *act of terrorism* committed by an organized terrorist group (recognized as such by the Canadian Government), occurring in the city and country of *your* destination:

- within 30 days of your scheduled departure date (for Trip Cancellation benefits);
- during your trip (for Trip Interruption benefits).

#### **Employment and Occupation**

You or your travelling companion:

- being terminated or laid off through no fault of *your* own, after having been with the same employer for at least 3 continuous years, , after *your effective date* of coverage;
- being required to serve on a jury or served with a court order or subpoena, excluding law enforcement officers who are required to appear in court; or
- being summoned to service in the case of reservists, active military, police or fire personnel.

#### Delays

If your trip has been delayed due to one of the covered reasons listed under the 'Trip Delay' coverage of this policy and that delay results in a loss of more than 50% of the duration of your scheduled trip.

#### Other Covered Reasons

You or a *travelling companion*:

- being quarantined; or
- having your home made uninhabitable by flood, burglary, vandalism or natural disaster; or
- being directly involved in a traffic accident while en route to a *departure point* for a *trip;*
- under the Trip Cancellation benefit, being the victim of an indictable criminal assault within 10 days prior to *your departure date*. An indictable criminal assault inflicted by *you*, a *family member, travelling companion* or *travelling companion's family member* is not a covered reason under this insurance;
- under the Trip Interruption benefit, being denied boarding based on a suspicion that you or your travelling companion have a contagious medical condition (this does not include your or your travelling companion's refusal or failure to comply with rules and requirements to travel or of entry to your or your travelling companion's destination).

#### **Covered Benefits**

#### Trip Cancellation Benefits (prior to departure)

We will reimburse you for the following covered losses providing you cancel your trip prior to your departure date:

- the non-refundable, non-transferable to another date, portion of the prepaid travel arrangements, less available refunds or *future travel credits*; or
- the additional reasonable cost resulting from a change in the per-person occupancy rate for *prepaid* travel arrangements if a *travelling companion's trip* is cancelled for a covered reason and *yours* is not.

#### Trip Interruption Benefits (after date and time of departure)

If your trip is interrupted for a covered reason we will reimburse you for the following:

- the unused non-refundable, non-transferable to another date, portion of the *prepaid* travel arrangements, less available refunds or *future travel credits*;
- the additional reasonable cost resulting from a change in the per-person occupancy rate for prepaid travel arrangements if a travelling companion's trip is interrupted for one of the above covered reasons and yours is not;
- reasonable\*, additional accommodation, meal and transportation expenses up to \$100 per day up to a
  maximum of 5 days, if a covered travelling *family member* or *travelling companion* must remain hospitalized as
  an *inpatient*;
- reasonable\*, additional transportation expenses needed to return to *your departure point* or to travel from the place *your trip* was interrupted to the place where *you* can rejoin *your trip* and the unused portion of any non-refundable land, sea and air arrangements that were paid as part of *your trip*; and
- reasonable\*, additional travel costs for you to reach your scheduled destination if you must depart after your departure date.
- \* The reasonable amount of benefit paid to you will not exceed the cost of economy airfare by the most costeffective route on the next available carrier, less any refunds paid to you.

#### **Conditions and Limitations**

You must notify the appropriate travel supplier(s) of *your* cancellation or interruption within 24 hours of the cause of cancellation or interruption, unless *your* condition, or situation prevents it, then as soon as reasonably possible. If *you* do not do so, *your* claim will not be payable.

#### Exclusions

- 1. You are not covered for any reason, circumstance, event or *medical condition* which on the *effective date*, could reasonably have been expected to prevent *you* from travelling as booked (applies to Trip Cancellation Benefits only).
- 2. You are not covered for any reason, circumstance, event or *medical condition* which prior to *your departure date*, might reasonably have been expected to necessitate *your* immediate return or delayed return (applies to Trip Interruption/Trip Delay Benefits only).

3. You are not covered for the *medical condition* or the death of an ailing person when the *trip* was made to visit or attend to that person.

Trip Cancellation and Interruption Coverage are also subject to the General Provisions, Statutory Conditions and General Exclusions, as well as the Pre-Existing Condition Exclusion.

#### **Trip Delay Coverage**

#### **Covered Reasons and Benefits**

If *your trip* is delayed from its scheduled departure time for more than 6 hours, *we* will pay *you* on a one-time per *trip* basis, up to a per person maximum of \$150 per day and a total of 2 days, for reasonable, additional accommodation, meal and travelling expenses.

Covered reasons for which we provide a Trip Delay benefit are:

- delays of your common carrier (including bad weather);
- lost or stolen passports, money, or travel documents;
- quarantine;
- unannounced strikes;
- natural disaster;
- civil disorder or unrest.

#### **Conditions, Limitations and Exclusions**

- 1. *Prepaid* expenses are not covered, unless as otherwise specified under Trip Cancellation and Trip Interruption Coverage.
- 2. The additional expenses must be incurred by you.
- 3. The total amount paid for these additional expenses for all persons will not exceed the benefit maximum listed on the declaration page.

Trip Delay Coverage is also subject to the General Provisions, Statutory Conditions and General Exclusions.

#### 24-Hour Emergency Travel Assistance Services

#### **Emergency Assistance**

If *you* experience a medical problem or *emergency*, please contact *Allianz Global Assistance* by calling the 24-Hour Emergency Assistance number. *Allianz Global Assistance* coordinators will do their best to refer *you* to a local *physician*, dentist, *hospital*, medical facility or legal provider. *We* are not responsible for the quality or results of any medical or legal services provided by *our* referral to these independent practitioners.

#### **Medical Assistance**

If *you* require medical *treatment* while travelling, *we* will refer *you* to a local *physician*, dentist, *hospital*, medical facility or other appropriate resource, when available.

#### **Medical Consultation and Monitoring**

If you are hospitalized while travelling, Allianz Global Assistance's emergency medical staff will keep in frequent contact with you and your local physician to obtain information on the care you are receiving and to determine the need for further assistance. We will also contact your personal physician and family at home, if necessary.

#### **Travel Document and Ticket Replacement Assistance**

If *your* passport or other travel documents are lost or stolen, *we* will provide *you* with information and assistance to obtain replacing documents. *We* will also help *you* to replace lost airline and other travel tickets and assist *you* in



obtaining money for this purpose. These funds will come from *you, your* family or friends. We will make all necessary arrangements for *you* and assist *you* to return home if *your trip* is interrupted.

#### Legal Assistance

If you have legal issues while travelling, our assistance coordinators will help you find a local legal advisor. If you require the posting of bail or immediate payment of legal fees, we will help arrange a cash transfer from your family or friends.

#### **Emergency Cash Transfer**

If *your* cash or traveller's cheques are lost or stolen, or if *you* need funds for the immediate payment of unexpected expenses, *we* will help arrange for emergency cash (in currency, traveller's cheques or any other form acceptable to *us*) to be transmitted to *you* in a timely fashion. These funds will come from *you*, *your* family or friends. *Our* assistance coordinators will make all the necessary arrangements for *you*.

#### **Emergency Message Centre**

In an emergency, call *Allianz Global Assistance*, identify yourself by name and *your policy* number, and give the assistance coordinator *your* message. *We* will make at least 3 attempts in 24 hours to reach *your* requested party, and *we* will provide *you* with an update on the results of *our* efforts to deliver the message. *We* are not responsible for delivery of a message if the recipient cannot be reached. This service can be used for *trips* anywhere in the world.

#### Pre-Existing Conditions Exclusion (Applicable to Trip Cancellation and Trip Interruption)

## If *you* are 69 years old or younger when *you* purchase this insurance, the following pre-existing condition exclusion applies to *you*.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- 1. Your medical condition or related condition, if at any time in the 90 days before your effective date, your medical condition or related condition has not been stable.
- 2. Your heart condition, if at any time in the 90 days before you depart on your trip:
  - any heart condition has not been stable; or
  - you have taken nitroglycerine more than once per week specifically for the relief of angina pain.
- 3. Your lung condition, if at any time in the 90 days before you depart on your trip:
  - any lung condition has not been stable; or
  - *you* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.
- 4. Any *medical condition* for which future investigation or *treatment* was planned before the *effective date* (other than routine monitoring).

## If *you* are age 70 up to and including age 79 when *you* purchase this insurance, the following pre-existing condition exclusion applies to *you*.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- 1. Your medical condition or related condition, if at any time in the 180 days before your effective date, your medical condition or related condition has not been *stable*.
- 2. Your heart condition, if at any time in the 180 days before you depart on your trip:
  - any heart condition has not been stable; or
  - you have taken nitroglycerine more than once per week specifically for the relief of angina pain.
- 3. Your lung condition, if at any time in the 180 days before you depart on your trip:
  - any lung condition has not been stable; or
  - *you* have been treated with home oxygen or taken oral steroids (prednisone or prednisolone) for any lung condition.

4. Any *medical condition* for which future investigation or *treatment* was planned before the *effective date* (other than routine monitoring).

## If you are age 80 or older when you purchase this insurance, the following pre-existing condition exclusion applies to you.

This insurance does not pay for any expenses incurred directly or indirectly as a result of:

- 1. Any pre-existing *medical condition* which relates directly or indirectly to *your* cardiovascular conditions, cerebrovascular (stroke or TIA) conditions, respiratory conditions, gastro-intestinal disorders or cancer,
- 2. Any pre-existing *medical condition* that was causing symptoms, or was diagnosed, treated or investigated during the 180 days before *you* depart on *your trip*.
- 3. Any medical condition for which future investigation or treatment was planned before the effective date.

#### **General Exclusions**

These exclusions apply to all *policy* benefits and services. This insurance provides no payment for any loss arising directly or indirectly out of or as a result of the following:

- 1. Intentionally self-inflicted harm, suicide or attempted suicide;
- 2. Routine pre-natal care, fertility *treatments,* elective abortion, a child born during *your trip*, complications of *your* pregnancy when they occur in the 9 weeks before or after the expected date of delivery except as specifically provided for in the Trip Cancellation and Interruption benefit under Pregnancy and Adoption;
- 3. Mental, nervous or emotional disorders that do not require immediate hospitalization;
- 4. Abuse of any medication or non-compliance with prescribed medical treatment or therapy;
- 5. Any *injury* or *accident* occurring while *you* are under the influence of illicit drugs or alcohol (where the concentration of alcohol in *your* blood exceeds 80 milligrams of alcohol in 100 millilitres of blood) or when *you* illustrate a visible impairment due to alcohol or illicit drugs and any chronic *illness* or hospitalization related to, or exacerbated by, the habitual use of alcohol or illicit drugs;
- 6. War (whether declared or undeclared), acts of war, military duty, civil disorder or unrest; *terrorism* or *act* of *terrorism* (unless specifically covered);
- 7. Amateur or *professional* sports, or other athletic activities, which are organized or sanctioned. Full-contact bodily sports, skydiving, hang gliding, bungee jumping, parachuting, *mountain climbing* (where ropes or guides are normally used), caving, heli-skiing, any skiing or snowboarding outside marked trails, any motorized race or motorized speed contest. This exclusion does not include: amateur athletic activities, which are non-contact and engaged in by an insured person solely for leisure, recreational, entertainment or fitness purposes;
- 8. Scuba diving, unless *you* hold a basic SCUBA designation from a certified school or other licensing body or *you* are accompanied by a dive master or are diving in water not deeper than 10 metres;
- 9. Nuclear reaction, radiation or radioactive contamination;
- 10. Biological or chemical contamination;
- 11. Seepage, pollution or contamination;
- 12. Epidemic or pandemic, except as specifically provided for under the Covered Reasons;
- 13. Financial collapse or default of any transport, tour or accommodation provider or any other service providers;
- 14. Any unlawful acts committed by *you*, *family member*s, or *travelling companions*, whether they are insured or not;
- 15. Prohibition or regulation by any government which interferes with your trip;
- 16. Cosmetic or any other elective surgery;
- 17. Organ harvesting surgery;
- 18. Air travel except while *you* are riding, boarding or alighting as a ticketed passenger on a certified passenger aircraft provided by a regularly scheduled airline on a regularly scheduled trip or charter;
- 19. Any *medical condition* or related condition when *you* knew prior to *your trip* that *you* would require or seek *treatment* or surgery for that condition;

- 20. Your travel to a country, region or city for which the Canadian government has issued a written warning prior to your departure date to:
  - avoid all travel, or
  - avoid non-essential travel,

to that city, region, or country, and your claim is related to or due to the reason for the warning.

This includes written warnings to avoid non-essential travel, or to avoid all travel, on a common carrier.

- 21. Your travel to a sanctioned country for any business or activity to the extent that such cover would violate any applicable national economic or trade sanction law or regulations;
- 22. Cyber risk.

Cyber Risk means any loss, damage, liability, claim, cost, or expense of any nature directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with, any one or more instances of any of the following:

- Any unauthorized, malicious, or illegal act, or the threat of such act(s), involving access to, or the processing, use, or operation of, any computer system,
- Any error or omission involving access to, or the processing, use, or operation of any computer system,
- Any partial or total unavailability or failure to access, process, use, or operate any computer system, or
- Any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data.

Computer System means any computer, hardware, software, or communication system or electronic device (including but not limited to smart phone, laptop, tablet, wearable device), server, cloud, microcontroller, or similar system, including any associated input, output, data storage device, networking equipment, or backup facility.

#### **Claim Filing Procedures**

#### **Claims Portal**

For the most efficient claims experience, claims for out-of-pocket expenses can be submitted through the secure *Allianz Global Assistance* Claims Portal: <u>www.allianzassistanceclaims.ca</u>

#### **IMPORTANT**:

#### Notice of Claim

Claims should be reported as soon as reasonably possible, within 30 days of the incident date, and in no event later than one (1) year after the incident date.

#### **Proof of Loss**

- 1. Written proof of loss should be submitted as soon as reasonably possible, within 90 days of the incident date, and in no event later than one (1) year after the incident date.
- 2. All eligible claims must be supported by receipts from commercial organizations and medical documentation regarding *your treatment*. Other documentation may be required and/or requested by *Allianz Global Assistance*.
- 3. Any expenses for documentation or required reports are your responsibility.
- 4. Incomplete information when submitting your claim will cause delay.

#### **General Provisions**

#### Assignment

Any benefits payable or which may become payable under this cannot be assigned by *you*, and the *insurer* is not responsible for and will not be bound by any assignment entered into by *you*.

#### **Benefit Payment**

Unless otherwise stated, all provisions in this *policy* apply to *you* during a *trip*. Benefits are only payable to *you* under one *policy* during a *trip*.

If more than one *policy* issued by the *insurer* is in effect at the same time, benefits will only be paid under one insurance policy; specifically the one with the highest amount of insurance.

Benefits are only payable for the plans and the specific amount of insurance selected, paid for by *you*, and accepted by *Allianz Global Assistance* acting on the *insurer's* behalf at the time of application, and shown on *your* declaration page.

Any benefits payable do not include payment for interest charges.

Benefits payable as a result of your death will be payable to your estate.

#### Conformity with Law

Any *policy* provision that conflicts with any applicable law is hereby amended to conform to the minimum requirements of that law.

#### **Coordination of Benefits**

Amounts payable under this plan are in excess of any amounts available or collectible under any existing coverage concurrently in force and held by or available to *you*.

Other coverage includes but is not limited to:

Your provincial or territorial health insurance plan of your province or territory of residence,

- Homeowners insurance,
- Tenants insurance,
- Multi-risk insurance,
- Any credit card, third-party liability, group or individual basic or extended health insurance,
- Any private or legislative plan of motor vehicle insurance providing hospital, medical or therapeutic coverage.

Allianz Global Assistance, on the *insurer's* behalf, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

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 pursuant to the no-fault benefits schedule under any Insurance Act, or for which *you* receive benefits from any other party under any policy or legislative plan of motor vehicle insurance, until such benefits are exhausted.

You may not claim or receive in total more than 100% of the loss caused by the insured event.

If you are retired with an extended health plan provided by a former employer, that has a lifetime limit of up to \$100,000, *Allianz Global Assistance* will not coordinate benefits with that provider on the *insurer's* behalf, except in the event of *your* death.

#### Currency

All benefit limits stated in your policy and declaration page are in Canadian dollars.

At the option of *Allianz Global Assistance*, benefits may be paid in the currency of the country where the loss occurred. If currency conversion is necessary, the exchange rate in effect on the date the service was supplied to *you* will be used.

#### **General Terms**

Insurance terms and conditions are subject to change with each new *policy* purchased, without prior notice, to reflect actual experience in the marketplace.

#### **Governing Law**

This will be governed by the laws of the Canadian province or territory in which you normally reside.

#### Language

The parties request that the *policy* and all related documentation be drawn in English. Les parties demandent que la présente police ainsi que toute documentation pertinente soient rédigées en anglais.

#### Limit on Liability

It is a condition precedent to liability under this 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 of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), *The Limitations Act* (for actions 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*.

#### **Misrepresentation or Nondisclosure**

Your failure to disclose or misrepresentation of any material fact, or fraud, at any time, shall render the entire contract null at the *insurer*'s option, 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.

#### Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates on the *effective date* of this *policy* as shown on *your* declaration page.

#### Right to be Reimbursed (Subrogation)

As a condition to receiving benefits under this policy, you agree to:

- 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 *illness* whether such amounts are paid under a judgment or settlement agreement,
- whenever reasonable, initiate a legal action against the third party to recover your damages, including *emergency* medical and *hospital* costs paid under the *policy*,
- act reasonably, including in any settlement agreement, to preserve the *insurer's* rights to be reimbursed for any *emergency* medical or *hospital* costs paid under the *policy*, and
- keep the *insurer* informed of the status of any legal action against the third party.

Your obligations under this section of the *policy* in no way restrict 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.

#### Sanctions

Benefits are not payable under this for any losses or expenses incurred due to or as a result of *your* travel to a sanctioned country for any business or activity that would violate any Canadian or any other applicable national economic or trade sanction law or regulation.

#### Time

This will be governed by the local time of the Canadian province or territory in which you normally reside.

#### **Statutory Conditions**

#### Contract

The application, this *policy*, any document (including but not limited to the completed medical questionnaire, declaration page) attached to this *policy* when issued and any amendment to the contract agreed on in writing after this *policy* is issued, constitute the entire contract, and no agent has the authority to change the contract or waive any of its provisions.

#### Waiver

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

#### **Copy of Application**

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

#### **Material Facts**

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

#### 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.

#### Notice and Proof of Claim

You or the claimant, if other than you, shall be responsible for providing Allianz Global Assistance with the following:

- 1. receipts from commercial organizations for all medical costs incurred and itemized accounts of all medical services which have been provided; and
- 2. any payment made by any other insurance plan or contract, including a government hospital/ medical plan; and
- 3. supporting medical documentation, at the request of Allianz Global Assistance.

If you do not provide the required supporting documentation, your claim will not be paid.

#### 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:

- a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than the limitation period set out in *The Limitations Act* 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
- b) 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 the limitation period set out in *The Limitations Act* after the date a court makes the declaration.

#### Insurer to Furnish Forms for Proof of Claim

Claims forms are available by contacting *Allianz Global Assistance*'s Claims Department and shall be furnished to *you* upon request, and no later than 15 days after receiving notice of claim.

#### **Rights of Examination**

The claimant shall provide the *insurer* with the opportunity to examine *you* when and so often as it reasonably requires while a claim is pending. In the case of *your* death, the *insurer* may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies. The *insurer* shall bear the costs of any examination or autopsy and shall provide copies of the reports of any examination or autopsy to the insured or the insured's representative.

#### When Money Payable

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

#### **Privacy Information Notice**

CUMIS General Insurance Company (the "insurer") and the insurer's insurance administrator, *Allianz Global Assistance*, and the insurer's agents, representatives and reinsurers (for the purpose of this Personal Information Notice collectively "we" "us" and "our") require personal information including:

- details about *you* including *your* name, date of birth, address, telephone numbers, e-mail address, employer, and other identification
- medical records and information about you
- records that reflect *your* business dealings with and through us

This personal information is collected for the following insurance purposes when offering and providing insurance and related services:

- To identify and communicate with you
- To consider any application for insurance
- If approved, to issue a policy or policy of insurance
- To administer insurance and related benefits
- To evaluate insurance risk, manage and coordinate claims, re-price medical expenses and negotiate payment of claims expenses;
- · To investigate claims and to determine eligibility for insurance benefits
- To provide assistance services
- For fraud prevention and debt collection purposes
- As required or permitted by law.

We only collect personal information necessary for insurance purposes from individuals who apply for insurance, from Certificate or Policy holders, insureds and claimants. In some cases we also collect personal information from members of a Certificate or Policy holder's, insured's or claimant's family or their friends when they are unable, for medical or other reasons, to communicate directly with us. We also collect and disclose information for the insurance purposes from, to and with, third parties such as, but not necessarily limited to, health care practitioners and facilities in Canada and abroad, government and private health insurers and family members and friends of the insured, Certificate or Policy holder or claimant. We may also use and disclose information from our existing files for the insurance purposes. Our employees who require this information for the purposes of their duties will have access to this file.

Upon your request and authorization, we may also disclose this information to other persons.

From time to time, and if permitted by applicable law, we may also collect, use or disclose personal information in order to offer additional or upgraded products and services (the "optional purposes").

When an individual applies for, purchases, or is covered by one of our insurance policies or submits a claim for insurance benefits, he or she is presumed to consent to the personal information practices described in this notice. If an individual does not wish to have their personal information used for the optional purposes they need only notify *Allianz Global Assistance*. A person may decline to have their information collected, used or disclosed for the insurance purposes but in that instance we will likely be unable to provide insurance and related services.

Personal information is maintained in the Policy or Policy holder's, insured's or claimant's file that we establish and maintain in the offices of *Allianz Global Assistance*. In some instances we may additionally maintain or communicate or transfer information to health care and other service providers located outside of Canada. As a result, personal information may be accessible to regulatory authorities in accordance with the law of these other jurisdictions. For information about how to obtain access to written information about our policies and procedures with respect to service providers outside of Canada, please contact the Privacy Officer at privacy@allianz-assistance.ca.

We will retain the personal information we collect for a specified period of time and in a storage method appropriate with legal and our internal corporate requirements. Personal information will be securely destroyed following the expiration of the appropriate retention period.

Individuals have a right to request to access or correct personal information we have on file by contacting the Privacy Officer at <u>privacy@allianz-assistance.ca</u> or by writing to:

Privacy Officer Allianz Global Assistance 700 Jamieson Parkway Cambridge, ON N3C 4N6 Canada

For a complete copy of our Privacy Policy please visit www.allianz-assistance.ca.

#### **Questions?**

If *you* have any questions or concerns about *our* products, services, *your policy*, or claim please feel free to contact *Allianz Global Assistance* at the phone number(s) listed on *your* declaration page or email <u>questions@allianz-assistance.ca</u>

#### Administered by:

AZGA Service Canada Inc. o/a Allianz Global Assistance 700 Jamieson Parkway Cambridge, Ontario N3C 4N6

#### Underwritten by:

CUMIS General Insurance Company P.O. Box 5065, 151 North Service Road Burlington, Ontario L7R 4C2

# THE ACT RESPECTING THE DISTRIBUTION OF FINANCIAL PRODUCTS AND SERVICES GIVES YOU IMPORTANT RIGHTS.

The Act allows you to rescind an insurance contract, **without penalty**, within 10 days of the date on which it is signed. However, the insurer may grant you a longer period.

To rescind the contract, you must give the insurer notice, within that time, by registered mail or any other means that allows you to obtain an acknowledgement of receipt.

Despite the rescission of the insurance contract, the first contract entered into will remain in force. Caution, it is possible that you may lose advantageous conditions as a result of this insurance contract; contact your distributor or consult your contract.

After the expiry of the applicable time, you may rescind the insurance contract at any time; however, penalties may apply.

For further information, contact the Autorité des marchés financiers at 1-877-525-0337 or visit <u>www.lautorite.qc.ca</u>.

### NOTICE OF RESCISSION OF AN INSURANCE CONTRACT

To :

(name of insurer)	
(address of insurer)	
Date:	(date of sending of notice)
Pursuant to section 441 of the Act respecting the distribution or hereby rescind insurance contract no.:	-
Entered into on:	(date of signature of contract)
In:	(place of signature of contract)
	(name of client)
	(signature of client)

Reset