

# Travel Insurance Policy

For Canadian Citizens or Residents Only, excluding the  
Residents of Quebec



**BOOK.PROTECT.ENJOY.**  
A Safer Way to Travel



## Travel Insurance Policy

**Please Note: This Policy may not be purchased after You have made final payment for Your Trip.**



### IMPORTANT CONTACT INFORMATION

Please review this Policy carefully as it provides complete details of the Benefits and Services. Have questions? You can call us toll-free at the number listed below. You can also view many Frequently Asked Questions at [www.tripmate.com](http://www.tripmate.com).

#### Customer Service

1-888-584-6171

or local 1-905-667-0299

#### To Report A Claim

Present all claims to Travel Claims Department:

P.O. Box 557  
Hamilton, Ontario L8N 3K9  
Fax: 1-866-551-1704

Online at: [www.oldrepublicgroup.com/tripmate](http://www.oldrepublicgroup.com/tripmate)

or by phone:

Tel: 1-888-584-6171

or local 1-905-667-0299

**Plan Number: OR421T**

#### One Call Worldwide Travel Assistance

To assist you while traveling, One Call multi-lingual professionals are available 24 hours a day/365 days a year providing medical, legal and travel assistance services. A complete list of these services is included with this Policy.

To Contact One Call During Your Trip:

**Within U.S.A. & Canada**

**1-800-555-9095**

**Outside U.S.A. & Canada**

**1-603-894-4710**

The 24-Hour Assistance Services are provided by:  
One Call Worldwide Travel Services Network

### IMPORTANT NOTICE

- Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. It is important that You read and understand Your Policy before You travel as Your coverage is subject to certain limitations, conditions or exclusions.
- Pre-existing condition exclusions may apply to Medical Conditions and/or symptoms that existed prior to Your covered Trip. Check to see how these apply to Your Policy and how they relate to Your departure date, date of purchase and effective date.
- In the event of an Injury or Sickness, prior medical history may be reviewed when a claim is reported.
- This Policy provides travel assistance and You are required to notify the emergency assistance provider prior to treatment.

## Old Republic Insurance Company of Canada

P.O. Box 557

Hamilton, Ontario L8N 3K9

(Hereinafter referred to as "the Company")

### DESCRIPTION OF COVERAGE

Indus Travels, Inc.

Plan # OR421T

This Travel Insurance Policy is underwritten by Old Republic Insurance Company of Canada, herein referred to as the Company and also referred to as We, Us and Our.

You or Your refers to a person who has purchased a Trip and paid the required premium for This Travel Insurance Policy.

This Policy covers only the specific situations, events and losses mentioned in this document and only under the conditions we describe.

Make sure You check Your Policy to confirm Your benefits, coverages and limits.

This Policy is secondary to all other sources of coverage, except for Medical Expense, Medical Evacuation and Return of Mortal Remains benefits. All other benefits payable under the Policy are in excess of any other coverage You may have with any other insurance company or any other source of recovery.

#### 10 Day Right to Examine

You may cancel this Policy within 10 days of purchase for a full refund if You have not departed on Your Trip and there is no claim in process.

### SCHEDULE OF BENEFITS

| Benefit  | Maximum Benefit Amount |
|--|------------------------|
| <b>Medical Expense/Emergency Assistance</b>          |                        |
| Emergency Accident and Sickness Medical Expense..... | \$1,000,000 *          |
| Emergency Dental Expense.....                        | \$750                  |
| Medical Evacuation and Return of Mortal Remains..... | \$500,000              |
| One Call 24-Hour Assistance Services.....            | Included               |
| <b>Trip Cancellation</b> .....                       | <b>Trip Cost</b>       |
| Occupancy Upgrade.....                               | Included               |
| <b>Trip Interruption</b> .....                       | <b>Trip Cost</b>       |
| Occupancy Upgrade.....                               | Included               |
| <b>Missed Connection</b> .....                       | <b>\$750</b>           |
| <b>Travel Delay (Up to \$150 Per Day)</b> .....      | <b>\$750</b>           |
| <b>Baggage and Personal Effects</b> .....            | <b>\$1,000</b>         |
| <b>Baggage Delay (Up to \$250 Per Day)</b> .....     | <b>\$500</b>           |

\*Medical Expense/Emergency Assistance Benefits of this Policy are subject to a Maximum Benefit Limit of \$50,000 for those persons who at the time of a covered Injury or Sickness do not have valid hospital and medical insurance under a government health insurance plan of a province or territory of Canada.

### SECTION I. Coverages

#### EMERGENCY ACCIDENT & SICKNESS MEDICAL EXPENSE

We will reimburse You up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You incur Covered Expenses for Emergency Treatment for a Sickness or Injury that occurs during Your Trip.

For the purpose of this benefit:

“**Covered Expense**” means expense incurred for services and supplies: (a) listed below; and (b) ordered or prescribed by a Legally Qualified Physician for Emergency Treatment of a covered Sickness or Injury:

1. The services of a Legally Qualified Physician;
2. Hospital or ambulatory medical-surgical center services (this will also include expenses for a cruise ship cabin or hotel room, not already included in the cost of Your Trip, if recommended as a substitute for a Hospital room for recovery of a Sickness or Injury);
3. Transportation furnished by a professional ambulance company to and/or from a Hospital; and prescribed drugs, prosthetics and therapeutic services and supplies.

Only Covered Expenses for Emergency Treatment incurred during the Trip will be reimbursed. Expenses incurred after the Trip are not covered.

Benefits will include expenses incurred during the Trip for emergency dental treatment due to Injury not to exceed \$750. Expenses for emergency dental treatment incurred after the Trip are not covered.

Benefits will not be paid in excess of the Usual and Customary Charges.

Advance payment will be made to a Hospital, up to the Maximum Benefit Amount, if needed, to secure Your admission to a Hospital, because of a covered Sickness or Injury. The Program Medical Advisor will coordinate advance payment to the Hospital.

We reserve the right to return You to Canada before any Medical Treatment or following Emergency Treatment for Your covered Sickness or Injury, if the medical evidence obtained from Our Program Medical Advisor and Your local attending Legally Qualified Physician confirms You are able to return to Canada without endangering Your life or health.

If you elect not to return to Canada following Our recommendation to do so, any further expenses related to the emergency will not be covered by this Policy and all benefits will end.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

#### MEDICAL EVACUATION AND RETURN OF MORTAL REMAINS

When You suffer a loss of life for any reason or incur a Sickness or Injury during the course of a Trip, the following benefits are payable, up to the Maximum Benefit Amount.

1. **Non-Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that it is medically safe and appropriate to return to Your place of permanent residence to receive Medical Treatment for covered Sickness or Injury which occurs during Your Trip, the Transportation Expense incurred will be paid for Your return to Your permanent residence or to a Hospital or medical facility closest to Your permanent place of residence capable of providing that treatment via one of the following methods of transportation, as approved, in writing, by the Program Medical Advisor: i) one-way Economy Transportation; ii) commercial air upgrade (to Business or First Class), based on Your condition as recommended by the local attending Legally Qualified Physician and verified in writing; or iii) other covered land or air transportation including, but not limited to, commercial seatcher, medical escort, or the Usual and Customary Charges for air ambulance, provided such transportation has been pre-approved and arranged by the Program Medical Advisor. Transportation must be via the most direct and economical route.
2. **Emergency Medical Evacuation:** If the local attending Legally Qualified Physician and the Program Medical Advisor determine that transportation to a Hospital or medical facility is required for Emergency Treatment of Your covered Sickness or Injury which is acute or life threatening and adequate Medical Treatment is not available in the immediate area, the Transportation Expense incurred will be paid for the Usual and Customary Charges for transportation to the closest Hospital or medical facility capable of providing that treatment. If You are in the Hospital for more than 7 consecutive days and Your dependent children who are under 18 years of age and accompanying You on the Trip are left unattended, Economy Transportation will be paid to return the dependents to their home (with an attendant, if considered necessary by the Program Medical Advisor).  
  
If You are traveling alone and will be hospitalized for more than 7 consecutive days and Emergency Evacuation is not imminent, benefits will be paid to transport one person, chosen by You, by Economy Transportation, for a single visit to and from Your bedside.
3. **Return of Mortal Remains:** In the event of Your death, the expense incurred will be paid for minimally necessary casket or air tray, preparation and transportation of Your remains to Your place of residence or to the place of burial.

Benefits are paid less the value of Your original unused return travel ticket. If benefits are payable and You have other insurance that may provide benefits for this same loss, We reserve the right to recover from such other insurance. You shall: a) notify Us of any other insurance; b) help Us exercise the Company's rights in any reasonable way that We may request, including the filing and assignment of other insurance benefits; c) not do anything after the loss to prejudice Our rights; and d) reimburse Us, to the extent of any payment We have made, for benefits received from such other insurance.

#### **TRIP CANCELLATION, TRIP INTERRUPTION, MISSED CONNECTION AND TRAVEL DELAY**

**Trip Cancellation:** Benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, to cover You for the unused non-refundable prepaid expenses for Travel Arrangements You purchased for Your Trip, when You cancel Your Trip prior to departure due to:

1. Death involving You or Your Travelling Companion or Your or Your Travelling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Travelling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of cancellation and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

**Trip Interruption:** Benefits will be paid, up to the Maximum Benefit Amount, for the non-refundable, unused portion of the prepaid expenses for land or water Travel Arrangements and the Additional Transportation Cost paid to return home or rejoin the Trip, when You are prevented from completing Your Trip due to:

1. Death involving You or Your Travelling Companion or Your or Your Travelling Companion's Business Partner or Your Family Member;
2. A covered Sickness or Injury involving You, Your Travelling Companion or Business Partner, or Your Family Member which necessitates Medical Treatment at the time of interruption and results in medically imposed restrictions, as certified by a Legally Qualified Physician, which prevents Your continued participation in the Trip; or
3. For the **Other Covered Reasons** listed below; provided such circumstances occurred after Your Effective Date.

#### **Other Covered Reasons means:**

- a. You or Your Travelling Companion being hijacked, quarantined, required to serve on a jury (notice of jury duty must be received after Your Effective Date) served with a court order to appear as a witness in a legal action in which You or Your Travelling Companion is not a party (except law enforcement officers);
- b. Your or Your Travelling Companion's principal place of residence or destination being rendered uninhabitable by fire, flood, burglary or other natural disaster within 10 days of departure;
- c. Your or Your Travelling Companion's place of employment is rendered unsuitable for business due to fire, flood, burglary or other natural disaster and You and/or Your Travelling Companion are required to work as a result;
- d. a documented theft of passports or visas;
- e. a permanent transfer of employment of 400km or more;
- f. You or Your Travelling Companion being directly involved in a traffic accident, which must be substantiated by a police report, while en route to Your scheduled point of departure;
- g. unannounced Strike that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- h. Inclement Weather that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- i. mechanical breakdown that causes complete cessation of services of Your Common Carrier for at least 12 consecutive hours;
- j. You or Your Travelling Companion is in the Military and called to emergency duty for a national disaster other than war;

- k. involuntary employer termination or layoff affecting You or a person(s) sharing the same room with You during Your Trip. Employment must have been with the same employer for at least 1 continuous year;
- l. revocation of Your previously granted leave or re-assignment due to war. Official written revocation/re-assignment by a supervisor or commanding officer of the appropriate branch of service will be required;
- m. a Terrorist Incident that occurs 30 days of Your Scheduled Departure Date in a city listed on the itinerary of Your Trip.

**Additional Trip Interruption Benefits:** If Your Travelling Companion must remain hospitalized, benefits will also be paid for reasonable accommodation and transportation expenses incurred by You to remain with Your Travelling Companion up to \$150 per day, limited to 5 days.

If You cannot continue travel due to a covered Injury or Sickness not requiring hospitalization, and You must extend Your Trip due to medically imposed restrictions, as certified by a Legally Qualified Physician, benefits will be paid for additional hotel nights up to \$150 per day, limited to 5 days.

**Single Supplement:** Benefits will be paid, up to the Maximum Benefit Amount, for the additional cost incurred as a result of a change in the per person occupancy rate for prepaid Travel Arrangements if Your Family Member or Travelling Companion has his/her Trip delayed, cancelled or interrupted for a covered reason and You do not cancel.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

**Missed Connection:** If You miss Your cruise or tour departure because Your arrival at Your Trip destination is delayed for 3 or more hours, benefits will be paid, on a one-time basis, up to the Maximum Benefit Amount, for a) the Additional Transportation Cost to join the Trip and b) the unused portion of the prepaid expenses for land or water Travel Arrangements, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a documented weather condition preventing You from getting to the point of departure;
- c) quarantine, hijacking, Strike, natural disaster, terrorism or riot.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

**Travel Delay:** Benefits will be paid for reasonable accommodation, meal, and local transportation expenses incurred by You, up to the Maximum Benefit Amount shown in the Schedule of Benefits, if You are delayed for 12 hours or more while en route to or from, or during a Trip, due to:

- a) any delay of a Common Carrier (the delay must be certified by the Common Carrier);
- b) a traffic accident in which You or Your Travelling Companion are not directly involved (must be substantiated by a police report);
- c) lost or stolen passports, travel documents or money (must be substantiated by a police report);
- d) quarantine, hijacking, Strike, natural disaster, terrorism or riot;
- e) a documented weather condition preventing You from getting to the point of departure.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

#### **BAGGAGE AND PERSONAL EFFECTS AND BAGGAGE DELAY**

**Baggage and Personal Effects:** Coverage will be provided to You: (a) against all risks of permanent loss, theft or damage to Your Baggage and Personal Effects; (b) subject to all Exclusions and Limitations in the Policy; (c) up to the Maximum Benefit Amount; and (d) occurring while this coverage is in force.

The lesser of the following amounts will be paid: 1) the actual cash value (cost less proper deduction for depreciation) at the time of loss, theft or damage; 2) the cost to repair or replace the article with material of a like kind and quality; or 3) \$300 per article.



A combined maximum of \$600 will be paid for jewelry, watches, articles consisting in whole or in part of silver, gold or platinum, articles trimmed with fur, cameras and their accessories and related equipment.

A maximum of \$50 will be paid for the cost of replacing a passport or visa. A maximum of \$50 will be paid for the cost associated with the unauthorized use of lost or stolen credit cards, subject to verification that You have complied with all conditions of the credit card company.

**Baggage and Personal Effects does not include:**

1) animals; 2) automobiles and automobile equipment; 3) boats or other vehicles or conveyances; 4) trailers; 5) motors; 6) aircraft; 7) bicycles, except when checked as baggage with a Common Carrier; 8) household effects and furnishings; 9) antiques and collectors items; 10) sunglasses, contact lenses, artificial teeth, dental bridges or hearing aids; 11) prosthetic limbs; 12) prescribed medications; 13) keys, money, credit cards (except as coverage is otherwise specifically provided herein); 14) securities, stamps, tickets and documents (except as coverage is otherwise specifically provided herein); 15) professional or occupational equipment or property, whether or not electronic business equipment; or 16) telephones, computer hardware or software.

**Additional Limitations and Exclusions Specific to Baggage and Personal Effects:**

Benefits are not payable for any loss caused by or resulting from: a) breakage of brittle or fragile articles; b) wear and tear or gradual deterioration; c) confiscation or appropriation by order of any government or customs rule; d) theft or pilferage while left in any unlocked vehicle; e) property illegally acquired, kept, stored or transported;

f) Your negligent acts or omissions; or g) property shipped as freight or shipped prior to the Scheduled Departure Date.

**Baggage Delay:** If, while on a Trip, Your checked baggage is delayed or misdirected by a Common Carrier for more than 24 hours from Your time of arrival at a destination other than at Your place of permanent residence, benefits will be paid, up to the Maximum Benefit Amount shown in the Schedule of Benefits, for the actual expenditure for necessary personal effects. You must be a ticketed passenger on a Common Carrier. The Common Carrier must certify the delay or misdirection. Receipts for the purchases must accompany any claim.

**Additional Provisions applicable to Baggage and Personal Effects and Baggage Delay:**

Benefits will not be paid for any expenses which have been reimbursed or Travel Supplier; nor will benefits be paid for loss or damage to property specifically scheduled under any other insurance.

**Additional Claims Provisions specific to Baggage:**

Your duties after loss of a damage to property or delay of baggage: In case of loss, theft, damage or delay of baggage or personal effects, You must: a) take all reasonable steps to protect, save or recover the property; b) promptly notify, in writing, either the police, hotel proprietors, ship lines, airlines, railroad, bus, airport or other station authorities, tour operators or group leaders, or any Common Carrier or bailee who has custody of Your property at the time of loss; c) produce records needed to verify the claim and its amount and permit copies to be made; d) provide to Us, within 90 days from the date of loss, a detailed proof of loss signed and sworn to; and e) be examined, if requested.

These benefits will not duplicate any benefits payable under the Policy or any coverage(s) attached to the Policy.

## SECTION II. Definitions

**“Accident”** means a sudden, unexpected unusual specific event that occurs at an identifiable time and place, and shall also include exposure resulting from a mishap to a conveyance in which You are traveling.

**“Additional Transportation Cost”** means the actual cost incurred for one-way Economy Transportation by a Common Carrier reduced by the value of an unused travel ticket.

**“Baggage and Personal Effects”** means luggage, personal possessions and travel documents taken by You during a Trip.

**“Business Partner”** means an individual who (a) is involved in a legal general partnership with You and/or (b) is actively involved in the day to day management of Your business.

**“Common Carrier”** means any land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

**“Domestic Partner”** means a person who is at least eighteen years of age and can show: 1) evidence of financial interdependence, such as joint bank accounts or credit cards, jointly owned property, and mutual life insurance or pension beneficiary designations; 2) evidence of continuous cohabitation throughout the 180 day period prior to Your Effective Date of the Policy; and 3) an affidavit of domestic partnership if recognized by the jurisdiction within which they reside.

**“Economy Transportation”** means the lowest published available transportation rate for a ticket on a Common Carrier matching the original class of transportation that You purchased for the Trip.

**“Effective Date”** means the date Your insurance coverage under this Policy or a specific benefit of this Policy begins (see Section III).

**“Emergency Treatment”** means necessary Medical Treatment that must be performed during the Trip due to the acute and serious nature of Your Sickness or Injury, and does not cover expenses for Medical Treatment once medical evidence indicates that no further Medical Treatment is required at Your destination or You are able to return to Your province/territory of residence for further Medical Treatment.

**“Family Member”** means any of the following who resides in the United States, Canada, or Mexico: Your or Your Travelling Companion's: legal spouse (or common-law spouse where legal), legal guardian, son or daughter (adopted, foster, step or in-law), brother or sister (includes step or in-law), parent (includes step or in-law), grandparent (includes in-law), grandchild, aunt, uncle, niece or nephew, Domestic Partner, an employed caregiver who lives with You, or a person for whom You are the primary caregiver with whom You have lived for 12 continuous months prior to the effective date of Your Policy, whether or not they travel with You.

**“Hospital”** means: (a) an institution that is licensed, staffed and operated for the care and treatment of in-patients and out-patients. Treatment must be supervised by physicians and there must be registered nurses on duty for 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 primarily 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.

**“Inclement Weather”** means any weather condition that delays the scheduled arrival or departure of a Common Carrier.

**“Injury” or “Injuries”** means sudden bodily damage caused by an Accident during Your Term of Coverage causing You to seek Medical Treatment.

**“Intoxicated”** means a blood alcohol level that equals or exceeds the legal limit for operating a motor vehicle in the state or jurisdiction where You are located at the time of an incident.

**“Legally Qualified Physician”** means a physician or a Christian Science Practitioner: (a) other than You, a Travelling Companion or a Family Member; (b) practicing within the scope of his/her license; and (c) recognized as a physician in the place where the services are rendered.

**“Maximum Benefit Amount”** means the maximum amount payable for coverage provided to You as shown in the Schedule of Benefits.

**“Medical Condition”** means any disease, illness or injury including symptoms of undiagnosed conditions.

**“Medical Treatment”** means treatment, advice or consultation by a Legally Qualified Physician.

**“Medically Necessary”** means a service or supply which: (a) is recommended by the attending Legally Qualified Physician; (b) is appropriate and consistent with the diagnosis in accord with accepted standards of community practice; (c) could not have been omitted without adversely affecting Your condition or quality of medical care; (d) is delivered at the most appropriate level of care and not primarily for the sake of convenience; and (e) is not considered experimental unless coverage for experimental services or supplies is required by law.

**“Pre-Existing Condition”** means Your Medical Condition or related condition (whether or not the diagnosis has been determined), if at any time within the 60 day period prior to the effective date of coverage under the Policy has not been Stable.

**“Program Medical Advisor”** means One Call Worldwide Travel Services Network.

**“Scheduled Departure Date”** means the date on which You are originally scheduled to leave on the Trip.

**“Scheduled Return Date”** means the date on which You are originally scheduled to return to the point of origin or the original final destination.

**“Sickness”** means an acute illness, acute pain and suffering or disease that requires Emergency Medical Treatment or hospitalization due to the sudden onset of symptoms during Your period of coverage.

**“Stable”** means a Medical Condition where:

1. There has not been any new Medical Treatment prescribed or recommended or change(s) to existing Medical Treatment (including a stoppage in Medical Treatment); and
2. There has not been any change to any existing prescribed drug (including an increase, decrease, or stoppage to prescribed dosage), or any recommendation or starting of a new prescription drug. If You require a routine adjustment to the dosage of Your prescription for Coumadin, Warfarin or Insulin (unless it is newly prescribed or stopped) to ensure correct blood levels are maintained, such a change is not considered an alteration in medication provided the condition remains unchanged; and
3. The Medical Condition has not become worse; and
4. There have not been any new, more frequent or more severe symptoms; and
5. There has been no hospitalization or referral to a specialist; and
6. There have not been any tests, investigation or Medical Treatment recommended but not yet complete, nor any outstanding test results; and
7. There is no planned or pending Medical Treatment.

All of the above conditions must be met for a Medical Condition to be considered Stable.

**“Strike”** means any stoppage of work: (a) as a result of a combined effort of workers which was unannounced and unpublished at the time travel services were purchased; and (b) which interferes with the normal departure and arrival of a Common Carrier.

**“Terrorist Incident”** means an incident deemed a terrorist act by the Canadian Government that causes property damage and loss of life.

**“Third Party”** means a person or entity other than You or the Company.

**“Transportation Expense”** means: (a) the cost of conveyance of You and any medical personnel (if Medically Necessary); and (b) Medically Necessary services or supplies.

**“Travel Arrangements”** means: (a) transportation; (b) accommodations; and (c) other specified services arranged by the Travel Supplier for the Trip.

**“Travel Supplier”** means Indus Travels, Inc.

**“Travelling Companion”** means a person or persons with whom You have coordinated Travel Arrangements and intend to travel with during the Trip.

**“Trip”** means scheduled trips, tours or cruises for which: (a) coverage is requested; and (b) the required premium is submitted prior to the Scheduled Departure Date.

**“Usual and Customary Charges”** means charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographic area.

### SECTION III. When Coverage Begins and Ends

#### When Coverage Begins:

**For Trip Cancellation:** Coverage begins when the required premium for this Policy to cover Your Trip is received by Indus Travels, Inc. This is Your “Effective Date” and time for Trip Cancellation.

**Trip Interruption and Missed Connection:** Coverage begins when You depart on Your first scheduled Travel Arrangement (or if You must use an alternate travel arrangement after Your Scheduled Departure Date to reach Your Trip destination, on the Scheduled Departure Date) for Your Trip. This is Your “Effective Date” and time for Trip Interruption and Missed Connection.

**Travel Delay:** Coverage begins after You have traveled 160 kilometers or more from home en route to join Your Trip. This is Your “Effective Date” and time for Travel Delay.

**All Other Coverages:** Coverage begins when You depart on the first Travel Arrangement (or alternate travel arrangement if You must use an alternate Travel Arrangement to reach Your Trip destination) for Your Trip. This is Your “Effective Date” and time for all other coverages.

#### When Coverage Ends:

**Trip Cancellation:** Your coverage automatically ends on the earlier of: 1) the scheduled departure time on the Scheduled Departure Date of Your Trip; 2) the date and time You depart on Your Trip; or 3) the date and time You cancel Your Trip.

**All Other Coverages:** Your coverage automatically ends on the earlier of: 1) the date the Trip is completed; 2) the Scheduled Return Date; 3) Your arrival at the return destination on a round-trip, or the destination on a one-way trip; 4) cancellation of the Trip covered by the Policy; 5) the expiration date of the Policy.

All coverages under the Policy will be extended if Your entire Trip is covered by the Policy and Your return is delayed due to unavoidable circumstances beyond Your control. If coverage is extended for the above reasons, coverage will end on the earlier of the date You reach Your originally scheduled return destination or seven (7) days after the Scheduled Return Date.

Termination of the Policy will not affect a claim for loss that occurs after payment for the Policy has been paid.

### SECTION IV. General Limitations and Exclusions

#### Benefits are not payable for any loss due to, arising or resulting from:

1. suicide, attempted suicide or any intentionally self-inflicted Injury while sane or insane;
2. an act of declared or undeclared war;
3. participating in maneuvers or training exercises of an armed service;
4. riding, driving or participating in races, or speed or endurance contests;
5. mountaineering (engaging in the sport of scaling mountains generally requiring the use of picks, ropes, or other special equipment);
6. participating as a member of a team in an organized sporting competition;
7. participating in skydiving, hang gliding, bungee cord jumping, or scuba diving if the depth exceeds 40 meters or if You are not certified to dive and a dive master is not present during the dive;
8. piloting or learning to pilot or acting as a member of the crew of any aircraft;
9. being Intoxicated, as specifically defined in the Policy, or under the influence of any controlled substance unless administered on the advice of a Legally Qualified Physician;
10. the commission of or attempt to commit a felony or being engaged in an illegal occupation;
11. normal childbirth, normal pregnancy (except complications of pregnancy) or voluntarily induced abortion;
12. dental treatment (except as coverage is otherwise specifically provided herein);
13. amounts which exceed the Maximum Benefit Amount for each coverage as shown in the Schedule of Benefits;
14. due to a Pre-Existing Condition, as defined in the Policy. The Pre-Existing Condition Limitation does not apply to the Emergency Medical Evacuation or Return of Remains coverage;

### Waiver of Pre-Existing Conditions

This Pre-Existing Condition Exclusion #14 is waived if:

- a) payment for this Policy is received by Indus Travels, Inc. with Your initial deposit/payment for Your Trip; and
- b) You are not disabled from travel at the time You make Your payment for this Policy.

15. a mental or nervous condition, unless hospitalized;
16. any rehabilitation or convalescent care;
17. Medical Treatment, services or expenses related to or resulting from travel in a specific country, region or city for which Global Affairs Canada has issued a formal Travel Warning, before Your Scheduled Departure Date, advising Canadians to avoid all travel to that specific country, region or city;
18. Sickness or Injury resulting from a motor vehicle accident where You are entitled to receive benefits pursuant to any policy or legislative plan of motor vehicle insurance;
19. Any elective Medical Treatment;
20. Any Sickness or Injury resulting from long term excessive consumption of alcohol or drugs;
21. Act of terrorism by nuclear means and terrorism by dissemination of biological, chemical and or biochemical agents and substances;
22. A condition that is directly and indirectly related to any Medical Condition for which You have declined or delayed recommended Medical Treatment, diagnostic testing or prescription medication in the 2 years prior to the date it gives rise to a claim under this Policy; or
23. Contamination resulting from radioactive material or nuclear fuel or waste.

### The following exclusions are applicable to: Emergency Accident and Sickness Medical Expense and Medical Evacuation Benefits;

Benefits are not payable for any loss due to, arising or resulting from:

1. Expenses incurred for medical care or services where Your Trip was undertaken contrary to medical advice or after receiving a prognosis of a terminal illness.
2. Any Medical Treatment:
  - a) Not required for the immediate relief of acute pain and suffering.
  - b) Which can reasonably be delayed until You return to Your province or territory of residence.
  - c) For follow-up treatment, recurrence of a Medical Condition or subsequent emergency Medical Treatment or Hospital stay for a Medical Condition or related Medical Conditions for which You had received emergency Medical Treatment during Your Trip.
  - d) Routine or general physical examinations, drugs or medication available without a prescription, eyeglasses or contact lenses or services which are not Medically Necessary.
3. Transplants of any kind.
4. Unless prior approval is obtained from Us, any emergency air transportation, MRI, CAT scan, surgery, cardiac procedures, including but not limited to cardiac catheterization, angioplasty or surgery.
5. Expenses incurred for all medical care or services including those related to an Accident when this Policy was purchased specifically to obtain Hospital or Medical Treatment outside Your province/territory of residence, whether or not recommended by a Legally Qualified Physician.
6. Expenses incurred for ongoing or recurring Medical Conditions. Once emergency Medical Treatment and care is completed, no further benefits for the same or related Medical Conditions will be covered.
7. All medical and emergency evacuation costs associated with child birth that occurs after 26 weeks gestation.
8. All neonatal, Medical Care and evacuation costs related to a baby born during the Trip.

## SECTION V. General Provisions

**Assignment of Benefits:** When We have paid expenses or benefits to You or on Your behalf under this Policy, We have the right to recover, at Our own expense, those payments from any applicable source or any insurance policy or plan that provides the same benefits or recoveries. This Policy also allows Us to receive, endorse and negotiate eligible payments from those parties on Your behalf. When We receive payment from any Canadian provincial or territorial government health insurance plan, any other insurer, or any other source of recovery, the respective payor is released from any further liability with respect to the claim.

**Autopsy:** In the event of Your death, We may request an examination or autopsy subject to any applicable laws relating to autopsies.

**Concealment and misrepresentation:** All coverage will be void, if before, during or after a loss, any material fact or circumstance relating to this Policy has been concealed or misrepresented.

**Conformity with existing laws:** Any provision of this Policy which is in conflict with any federal, provincial or territorial law where this Policy is issued is hereby amended to conform to the minimum requirements of that law. In all other respects, the terms and provisions of this Policy shall apply.

**NOTE:** Despite any other provision contained in the contract, the contract is subject to the statutory conditions in the Insurance Act respecting contracts of accident and sickness insurance.

**Contract Changes:** This Policy is a legal contract between You and Us. It, including any endorsements and attached papers are the entire contract. No change in this Policy is valid unless approved in writing by one of Our officers. No agent has the right to change this Policy or to waive any of its provisions.

**Coordination of Benefits:** All benefits in this Policy, except the Medical Expense, Medical Evacuation, and Return of Mortal Remains benefits, are secondary to those available under any other coverage You may have including but not limited to, government health insurance, group or personal accident and sickness insurance, extended health or medical care coverage, any automobile insurance or benefits plan, homeowner, tenant or other multi-peril insurance, credit card benefit insurance, other travel insurance and replacement travel options offered by airlines, tour operators, cruise lines and other travel suppliers.

We will coordinate benefits payable under this Policy with benefits available to You under any other policy or plan, so that payments made under this Policy and from all other sources will not exceed 100% of the eligible expenses incurred. Coordination of benefits of emergency medical expenses will be in accordance with the Coordination of Benefits Guidelines issued by the Canadian Life and Health Insurance Association with respect to Out of Country/Province Medical Expenses. However, if You are covered as an active or retired employee under Your current or former employer's group health insurance plan for Extended Health Care benefits and the lifetime maximum amount is:

- 1) \$50,000 or less, Coordination of benefits will not apply to such amount; or
- 2) More than \$50,000, Coordination of benefits will apply only to the amount of insurance in excess of \$50,000.

**Limitation of liability:** Our liability under this Policy is limited solely to the payment of eligible benefits, up to the maximum amount purchased for the loss or expense. We, upon making payment under this Policy, do not assume any responsibility for the availability, quality, results or outcome of any Medical Treatment or service, or Your failure to obtain any Medical Treatment or service covered under the terms of this Policy.

**Medical examination:** We reserve the right to have You medically examined in the event of a claim.



**Medical records:** In the event of a claim, You agree to provide access to and We reserve the right to review any and all medical records or documentation relating to Your claim(s) from any licensed physician, dentist, medical practitioner, Hospital, clinic, insurer, individual, institution or other provider of service relating to the validity of Your claim.

**Refund of premium:** Other than the 10 day right to examine, premium refunds are not allowed.

**Right of recovery:** In the event that You are found to be ineligible for coverage, any benefit is paid in error, payment is made in excess of the amount allowed under the provisions of this Policy, a claim is found to be invalid, or benefits are reduced in accordance with any Policy provision, We have the right to collect from You any amount which we have paid on Your behalf to medical providers or other parties or seek reimbursement from You, Your estate, any institution, insurer or person to whom the payment was made.

**Subrogation:** If You suffer a loss caused by a Third Party, We have the right to subrogate Your rights of recovery against the Third Party for any benefits payable to or on Your behalf, and will, at Our own expense and in Your name, execute the necessary documents and take action against the Third Party to recover such payments. You must not take any action or execute any documents after the loss that will prejudice Our right to such recovery.

**Sworn statements:** We have the right to request that claims documents be sworn under oath in respect to any claim documents submitted.

## SECTION VI. Claims Information

### Contact Us

Travel Claims Department  
P.O. Box 557, Hamilton, Ontario L8N 3K9

**Fax:** 1-866-551-1704

**Telephone:** 1-888-584-6171 or local 1-905-667-0299

### How To Submit a Claim:

You can download a claim form directly from Our website:

[www.oldrepublicgroup.com/tripmate](http://www.oldrepublicgroup.com/tripmate)

or You can contact Us toll free at the numbers listed above.

### To make a claim for benefits under this Policy:

- Submit Your claim forms within 30 days after the expense or loss is incurred or as soon as reasonably possible;
- Written proof of the claim must be submitted within 90 days, but not later than 12 months after the date of the event or loss.

Original substantiating claims documentation must be provided, however, We may accept certified copies if the original documentation cannot be provided for a reasonable cause. Failure to provide applicable substantiation for a claim shall invalidate any claim under this Policy. All documents required to support or validate the claim, including English or French translations of such documents, must be provided free of expense to Us.

### Claim Payments:

We will pay covered claims within 30 days of receiving all of the necessary information required to accurately assess Your claim.

Benefit payments will be made to You or to any person or entity having a valid assignment to such benefits. In the event of Your death, any balance remaining or benefits payable for loss of life will be paid to Your estate, unless otherwise indicated.

### Limitation of Action:

If You have a claim in dispute under this Policy, You must begin any legal action or proceeding against Us within 24 months following the date of the event which caused the claim. If, however, this limitation is invalid according to the laws of the province or territory where this Policy was issued, You must commence any legal action or proceeding within the shortest time limit permitted by the laws of that province or territory. All legal actions or proceedings must be brought in the province or territory of Canada where You permanently reside, or if mutually agreeable, the action can be brought in the province where Our head office is located.

## SECTION VII. Privacy

We are committed to protecting Your privacy. Collecting personal information about You is essential to Our ability to offer You high-quality insurance products and service. The information provided by You will only be used for determining Your eligibility for coverage under the Policy, assessing insurance risks, managing and adjudicating claims and negotiating or settling payments to third parties. This information may also be shared with third parties, such as other insurance companies, health organizations and government health insurance plans to adjudicate and process any claim. In the event that We must share Your information with a Third Party who conducts business outside of Canada, there is a possibility that this information could be obtained by the government of the country in which the Third Party conducts business. We take great care to keep Your personal information accurate, confidential and secure. Our privacy policy sets high standards for collecting, using, disclosing and storing personal information. If You have any questions about Our privacy policy, please contact Our Privacy Officer at: 1-800-530-5446 or by email at: [privacy@oldrepubliccanada.com](mailto:privacy@oldrepubliccanada.com).

## SECTION VIII. Underwriter

### Underwritten by:

Old Republic Insurance Company of Canada

03-01-2019

## Non-Insurance Services

### One Call 24-Hour Assistance Services

#### Global Xpi Medical Records Service



## One Call

### Worldwide Travel Services Network

**Medical Assistance** - Our multi-lingual professionals are available 24 hours a day to provide help, advice and referrals for medical emergencies. We will help you locate local physicians, dentists, or medical facilities.

**Medical Consultation and Monitoring** - If you are hospitalized, we will contact you and your treating physician to monitor your condition to assure you are receiving appropriate care and assess the need for further assistance. We will also contact your personal physician and family at home when necessary or requested to keep them informed of your situation.

**Medical Evacuation** - When medically necessary, we will arrange and pay for appropriate transportation, including an escort, if required, to a suitable hospital, treatment facility or home. Payment for Medical Evacuation is available only for covered claims and up to the amount of coverage provided in the policy. All medical transportation services must be authorized and arranged by One Call. In the event of an unauthorized Medical Evacuation, reimbursement may be limited or coverage may be invalidated.

**Emergency Medical Payments** - We will assist you in the advancement of funds or guarantee payments (up to the policy limits) to a hospital or other medical provider, if required, to secure your admission, treatment or discharge.

**Prescription Assistance** - We will assist you with replacing medications that are lost, stolen or spoiled during your Trip, either locally or by special courier.

**Repatriation of Remains** - In the event of death while on a Trip, we will arrange for the preparation and transportation required to return your remains to your home.

**24 Hour Legal Assistance** - If while on your Trip you encounter legal problems, we will help you find a local legal advisor. If you are required to post bail or provide immediate payment of legal fees, we will assist you in arranging a funds transfer from family or friends.

**Nurse Helpline** - Registered nurses are available 24-Hours a day before and during your Trip to provide general health information, clinical assessment, and health counseling to give you assistance in making appropriate healthcare decisions.

## CONTACTING ONE CALL'S 24-HOUR SERVICE CENTER

When outside the USA or Canada, call us collect through a local operator (you will first have to enter the International Access Code of the country you are calling from). Within the USA or Canada, use the toll free number.

**Within U.S.A. & Canada      Outside U.S.A. & Canada**  
**1-800-555-9095              1-603-894-4710**

**YOUR PLAN NUMBER: OR421T**

## One Call Concierge Services

- Restaurant, shopping, hotel recommendations/reservations
- Local transport (rental car/limousine, etc.) information and reservations
- Sporting, theatre, night life and event information (sports scores, stock quotes, gift suggestions, etc.), recommendations and ticketing
- Golf course information, referrals, recommendations and tee times
- Tracking and assisting with the return of lost or delayed baggage

## One Call Business Services

- emergency correspondence and business communication assistance
- assistance with locating available business services such as: express/overnight delivery sites, internet cafes, print/copy services
- assistance with or arrangements for telephone and web conferencing
- emergency messaging to customers, associates, and others (phone, fax, e-mail, text, etc.)
- real time weather, travel delay and flight status information
- worldwide business directory service for equipment repair/replacement, warranty service, etc.
- emergency travel arrangements

## One Call Travel Solutions

### 24-Hour Worldwide Travel Services

**Message Services** - We will transmit emergency messages to family, friends or business associates and let you know that the message has been received.

**Language Interpretation Services** - We provide interpretation services in major languages and will refer you to appropriate local services, if needed.

**Emergency Cash Transfer** - We will help arrange an emergency cash transfer (wire transfer, travelers checks, etc.) of your funds from home or from friends or family in medical or travel emergency situations where additional funds are required.

**Pre-Trip Travel Services** - We provide 24-Hour information, help and advice for your planned Trip such as: passport and visa information, requirements and replacement; travel health information or advisories; vaccine recommendations and requirements; government agency contact information (i.e. embassies, consulates, and other departments or agencies); weather and currency information.

**Travel Document and Ticket Replacement** - When important travel documents (such as passports and visas) are lost or stolen, we will help you to secure replacements. We will also help you when airline or other travel tickets are lost or stolen. We will assist you with reporting your loss, reissuing tickets and obtaining the money required for this purpose (you are responsible for providing the funds).

## ACCESS YOUR MEDICAL RECORDS ONLINE

With Global XPI, you can relax knowing your important medical records are available to you or any Physician chosen by you, at anytime, anywhere in the world, wherever internet access is available.

Register at [www.globalxpi.com](http://www.globalxpi.com) or call, toll free:

**1-800-379-9887      Use Program Code OR421T**

These Services are Provided by: Global Xpi, a Trip Mate brand.

The 24-Hour Assistance Services are provided by One Call Worldwide Travel Services Network. While we strive to provide help and advice for problems encountered by travelers wherever or whenever they occur, situations may arise beyond our control when immediate resolution is not possible. We will make every reasonable effort to refer you to appropriate medical and legal providers, but neither the Insurer nor One Call Worldwide Travel Services Network may be held responsible for the availability, quality or results of any medical treatment or your failure to obtain medical treatment.



## **Disclosure Notice:**

This plan provides insurance coverage that only applies during the covered trip. You may have coverage from other sources that provides you with similar benefits but may be subject to different restrictions depending upon your other coverages. You may wish to compare the terms of this policy with your existing life, health, home, and automobile insurance policies. If you have any questions about your current coverage, call your insurer or insurance agent or broker.

Purchasing travel insurance is not required in order to purchase any other products or services offered by the Travel Retailer.