

# **Destination: Expat Essential Plan**

Medical Insurance for Canadians
Working or Living Abroad
Effective April 1st, 2024

Underwritten by: Zurich Insurance Company Ltd (Canadian Branch).

Claims Administration and Assistance Services provided by: Zurich has appointed World Travel Protection Canada Inc., operating as "Zurich Travel Assist" as the provider of all assistance and claims services under the policy.

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

# **RIGHT TO EXAMINE POLICY**

Please review this policy when you receive it to ensure it meets your needs. You can request a full refund, provided your coverage has not begun. Please refer to EFFECTIVE DATE AND TERMINATION DATE that explains when coverage begins and ends. For refunds after coverage has begun, refer to REFUNDS on Page 9.

# **NOTICE REQUIRED BY PROVINCIAL LEGISLATION**

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

# Important Notice - Read *Your* Policy Carefully Before *You* Travel

You have purchased a travel insurance policy - what's next? We want you to understand (and it is in your best interest to know) what your policy includes, what it excludes, and what is limited (payable but with limits). Please take time to read through your policy of insurance before you travel. Italicized terms are defined in your policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies).
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and exclusions (i.e. medical conditions that are not stable, pregnancy, child born on trip, excessive use of alcohol, high risk activities).

- This insurance may not cover claims related to pre-existing medical conditions, whether disclosed or not at time of policy purchase.
- Contact Zurich Travel Assist before seeking treatment or your benefits may be limited.
- In the event of a claim *your* prior medical history may be reviewed.
- It is your responsibility to be aware of your medical conditions. If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your policy will be voidable.

It is *your* responsibility to understand *your* coverage. If *you* have questions, call *your* broker or 1 855-337-3532.

# **IMPORTANT INFORMATION**

Travel insurance is designed to cover losses arising from sudden and unforeseeable circumstances. This policy also contains exclusions which apply to *injury*, *sickness* and/or *medical conditions* that existed prior to and/or during *your* trip. Check to see how this applies in *your* policy and how it relates to *your* date of purchase, departure date and policy *effective date*.

#### **Assistance in an Emergency**

Zurich Travel Assist is there to help you 24 hours per day, 7 days a week. You, or someone acting on your behalf, must notify Zurich Travel Assist at +1 (416) 260-4553 (collect) or 1-888-726-1839 toll free from Canada/USA within 24 hours of any emergency medical treatment or as soon as possible. If it is not reasonably possible for you to contact Zurich Travel Assist, due to the nature of your emergency, you must have someone else call on your behalf or you must call as soon as medically possible.

Failure to comply with the Emergency Procedures set out on Page 10 will result in loss of rights to or reduction of benefits offered under this policy.

For greater clarity, the terms 'we', 'us', 'our', 'insurer' used in this policy means Zurich Insurance Company Ltd. (Canadian Branch).

# 10 Day Free Look for Full Refund

Your satisfaction is our priority. If you are not completely satisfied with this policy, you may cancel it within 10 days of purchase for a full refund, provided you have not left on your trip and have not experienced an event that would cause you to submit a claim.

This insurance provides coverage to a policy maximum of \$1 million CAD per *injury* or *sickness*.

# **ELIGIBILTY REQUIREMENTS**

The expatriate health insurance under this policy is designed to cover *injury* or *sickness* while working or living outside Canada.

For the purposes of this policy, *insured persons* shall be considered as those who, on the policy *effective date*:

- a) are under age sixty-five (65); or
- b) are considered a dependent; and
- are Canadian citizens or hold a Canadian landed immigrant status; and
- d) have paid the required premium.

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

# **EFFECTIVE DATE AND TERMINATION DATE**

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

The insurance of an *insured person* shall terminate on the **earliest** of the following:

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

#### **INSURING AGREEMENT**

In consideration of the payment of the premium, the *insurer* agrees to reimburse up to the limits detailed on the *insured person's* confirmation of coverage for costs incurred during the policy period subject to all of the exceptions, terms, conditions, limitations and provisions of this policy.

Subject to *you* meeting the Eligibility Requirements, as stated on Page 2, and in consideration for the full and correct premium received, the *insurer* will insure *you* against eligible expenses incurred, or pay benefits for other covered losses in accordance with the Benefits on Page 2.

The maximum period of coverage under this policy shall not exceed fifty-two (52) consecutive weeks. Acceptance of the application form and coverage under this policy is at the *insurer*'s option. If *your* application form is not accepted, *you* will receive a full refund of *your* premium paid.

Your spouse, your blood relations if travelling with you or your substitute decision maker are appointed to act on your behalf in the

event that, because of an emergency, you are unable to make the necessary decisions with respect to your health status.

Your policy coverage may be declared null and void if:

- (i) the required premium is not received;
- (ii) the cheque is not honoured;
- (iii) credit card charges are declined for any reason;
- (iv) you are ineligible for coverage in accordance with any section of this policy.

If you select a deductible option, the expenses covered will be limited to the eligible expenses described in your policy, after the application of the deductible per insured person, per policy period. Your deductible amount will appear on your confirmation of coverage.

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

We do not assume responsibility for the availability, quality, results or outcome of any *medical treatment* or service covered under the terms of this policy.

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

# **BENEFITS**

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

If applicable, you are responsible for paying the deductible amount shown on the application form for the covered expenses per insured person, per policy period.

# **Emergency Hospital**

When, by reason of *injury* or *sickness*, an *insured person* is hospitalized, the *insurer* will pay the *reasonable and customary costs* per *insured person* per *injury* or *sickness* for room and board charges (up to semi-private room accommodation), including the costs relating to *physicians*, surgeons, diagnostic services, nursing, operating room, laboratory tests, prescription drugs, dressings, medical appliances such as crutches, casts, splints, canes, slings, trusses, braces, and the temporary rental of a wheelchair when prescribed by a *physician* or surgeon, and any other necessary costs charged by the *hospital* for *inpatient hospital* services, as well as costs incurred in an intensive care unit.

#### Paramedical / Professional Services

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

# **Nursing at Home**

The reasonable and customary costs for the medical services of a licensed nurse in the insured person's home when prescribed by a physician or surgeon and related directly to a medical condition for which the insured person has received or is receiving medical treatment covered under this policy. This benefit is available for up to twelve (12) weeks to a maximum limit of \$10,000 CAD. The nurse cannot be an immediate family member or currently be residing with the insured person.

#### **Ambulance Transportation**

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

#### **Out-patient Services**

Notwithstanding the foregoing, all insured services under **Out-patient Services** which are payable for care of the *insured person* outside a *hospital* shall be limited to a maximum amount of \$10,000 CAD per *insured person* per *injury* or *sickness*. When by reason of *injury* or *sickness*, an *insured person* incurs expenses while under the regular care and attendance of a *physician* or surgeon, the *insurer* will pay the *reasonable and customary costs* incurred for the following:

- 1. Physician or surgeon's service fees.
- 2. Diagnostic services such as but not limited to laboratory tests and x-ray services, radiographs and nuclear medicine procedures used to diagnose and treat medical conditions. Laboratory and x-ray services must be provided by or ordered by a physician or surgeon. This policy does not cover Magnetic Resonance Imaging (MRI), cardiac catheterization, Computerized Axial Tomography (CAT) scans, sonograms or ultrasounds and biopsies unless such services are pre-authorized by Zurich Travel Assist.
- Drugs, medicine, serums and vaccines obtainable only upon a written prescription and dispensed by a pharmacist, physician or surgeon.
- Rental (or purchase, at the option of the insurer) of braces, crutches, wheelchair, hospital-type bed, iron lung, or other approved durable equipment for temporary therapeutic use.
- 5. Blood or blood plasma (includes the administration of blood).
- 6. Charges for splints, trusses, casts and cast materials.

#### **Emergency Dental Treatment**

When an accidental blow to the mouth or face results in *injury* to an *insured person*, the *insurer* will pay for the *emergency* dental treatment necessary to restore or replace permanently attached artificial teeth or sound natural teeth lost or damaged in an *accident*, for which dental treatment is initiated within forty-eight (48) hours following an *accident* and completed within the policy period. Detailed medical documentation from a dentist, *physician* or surgeon must be provided to support an *insured person*'s claim.

All indemnity payable for *emergency* dental treatment is subject to a maximum amount of \$5,000 CAD per *insured person*, per *injury*.

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

#### Repatriation or Local Burial

When a covered *injury* or *sickness* results in loss of life of an *insured person*, the *insurer* will pay for the preparation and the transportation of the mortal remains of the *insured person* from the place of death to the country of permanent residence or back to Canada, or for the preparation and local burial of the mortal remains of an *insured person* where loss of life occurs outside Canada. This benefit is limited to \$10,000 CAD and is excluded where death occurs in Canada. The cost of a casket, urn, headstones, flowers and reception expenses are excluded.

#### **Emergency Medical Evacuation**

This benefit MUST be pre-authorized by Zurich Travel Assist. Failure to obtain pre-authorization from Zurich Travel Assist will limit all indemnity payable for eligible *emergency* medical evacuation costs and for *injury* or *sickness* costs to 80% up to a maximum of \$25,000 CAD, except in cases of a critical medical *emergency* when it is proven and accepted by Zurich Travel Assist that Zurich Travel Assist could not have been reached prior to a necessary *emergency* medical evacuation.

When, by reason of *injury* or *sickness*, it is deemed medically necessary to evacuate an *insured person* who has a critical *medical condition* to the nearest *hospital* equipped to provide appropriate care and facilities, the *insurer* will reimburse the *reasonable and customary costs* per *insured person* per *injury* or *sickness* for *emergency* medical evacuation and medical care to such *hospital*. The *insurer* will also reimburse reasonable transportation costs for one other *insured person* accompanying the patient when this is deemed necessary, and will pay the cost of a one way economy airfare back to the *insured person*'s country of permanent residence. Benefits under the **Emergency Medical Evacuation** are not applicable in the event of a complicated maternity.

#### Compassionate Emergency Travel

In the event that an *insured person* suffers an *injury* or *sickness* and is confined to a *hospital* outside Canada for a minimum period of seven (7) consecutive days, or suffers loss of life outside Canada, the *insurer* will pay a single round-trip economy airfare for an *immediate family member* to attend the *insured person* and/or identify the *insured person*. Zurich Travel Assist will arrange for repatriation of the *insured person*'s remains. This benefit includes meals and accommodations for one *immediate family member* up to a maximum of \$150 CAD per day, is limited to \$3,000 CAD per *insured person*, per *injury* or *sickness* and MUST be pre-approved by Zurich Travel Assist.

# **Parent Accompanying Child**

When an *insured person* under fifteen (15) years of age is *hospital*ized as an in-patient, the *insurer* will pay the *reasonable and customary* costs per *insured person* per *injury* or *sickness* charged by the *hospital* for one parent to stay with the child. Furthermore, if an *insured person* who is a single parent is confined to a *hospital* as an in-patient, the *insurer* will pay the *reasonable and customary costs* for a *dependent* child under fifteen (15) to stay with the *insured person*.

# **Complicated Maternity**

When an *insured person* is *hospital*ized due to a pregnancy diagnosed as complicated by a specialist, *physician* or surgeon, the *insurer* will pay the *reasonable and customary costs* for *hospital* and medical expenses incurred for pre-natal care, childbirth and post-natal care treatment subject to a maximum of \$5,000 CAD per *insured person*, per *injury* or *sickness*. This benefit is only payable when the expected date of birth is at least ten (10) months after the *effective date* of coverage of the *insured person*.

# Emergency Coverage in the United States (Available to worldwide coverage excluding USA only)

Reasonable and customary costs, up to the limitations specified in the Benefits section of this policy, for emergency treatment of an injury or sickness while traveling in the United States. Coverage shall be limited to a period of no more than fourteen (14) days per trip. Emergency medical treatment must be recommended by a physician or surgeon. If the insured person's return to country of residence is delayed due to injury or sickness covered under this benefit, this coverage will be extended automatically until discharge from the hospital. The coverage will only be extended if the insured person is admitted as an in-patient for emergency medical treatment of an injury or sickness before the expiry of the fourteen-day (14-day) coverage. Proof of the date of entry into the United States may be required.

# LIMITED USA COVERAGE FOR EMERGENCY MEDICAL TREATMENT

If you are outside the United States and have an injury or sickness that necessitates emergency medical treatment provided within the United States, and Zurich Travel Assist has decided that medical treatment is the only viable option, you will be covered for such an emergency according to the terms and conditions of the policy. The decision to transfer you to the United States must be approved by Zurich Travel Assist in advance of such transfer and emergency medical treatment. Zurich Travel Assist in conjunction with your treating physician will decide when you are able to return to your country of residence.

# **EXCLUSIONS**

This insurance does not cover losses or expenses caused directly or indirectly, in whole or in part, by:

- Any condition (except for a minor ailment) for which the insured person has sought or received medical treatment, advice, followup visits, counseling, or has taken prescription drugs within one hundred and eighty (180) days prior to becoming insured under this policy.
- A medical condition shall be covered when subsequently a
  continuous period of not less than three hundred and sixty-five
  (365) consecutive days has passed during which time the insured
  person has not sought or received medical treatment, advice,
  follow-up visits, counselling, nor has taken prescription drugs
  related to such condition.
- Air travel, other than as a passenger in a certified commercial aircraft providing passenger service which complies with government regulations concerning pilot licensing and current certificates of airworthiness.
- 4. Benefits are not payable for costs incurred due to any:
  - (i) act of war; or
  - (ii) kidnapping; or
  - (iii) act of terrorism; or
  - (iv) riot, strike or civil commotion; or
  - (v) unlawful visit in any country; or
  - (vi) participating in protests; or
  - (vii) a commercial sexual transaction; or
  - (viii) the commission or attempted commission of any criminal offence or illegal act; or

- (ix) the disobeying of any statutory law or regulation in the area where the loss occurred.
- 5. Suicide (including any attempt thereat) or self-inflicted *injury* whether or not *you* are sane.
- A disorder, disease, condition or symptom that is emotional, psychological, or mental in nature unless you are hospitalized.
- Pregnancy, miscarriage, childbirth or termination of pregnancy or expenses relating thereto, except as provided under BENEFITS "Complicated Maternity".
- 8. *Emergency* medical evacuation as a result of a complicated maternity.
- 9. An accident that occurs while you are participating in:
  - any sports as a professional athlete (person who engages in an activity as one's main paid occupation),
  - any competition, speed event or other high-risk activity involving the use of a motor vehicle on land, water or air, including training activities, whether on approved tracks or elsewhere (an organized activity of a competitive nature in which speed is a determining factor in the outcome of the event),
  - scuba diving (unless you hold a basic SCUBA designation from a Canadian certified school).
  - mountaineering which involves the ascent or descent of a mountain requiring the use of specialized equipment, including crampons, pickaxes, anchors, bolts, carabiners and lead or top-rope anchoring equipment,
  - a flight accident (unless you are travelling as a fare paying passenger on a commercial airline)
  - hang-gliding, paragliding,
  - skydiving, parachuting,
  - any form of BASE jumping (ie: wingsuit flying),
  - rock climbing,
  - bungee jumping.
- 10. Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to:
  - a) your chronic use of alcohol, drugs or other intoxicants whether prior to or during your trip; or
  - b) any medical condition arising during your trip from, or in any way related to, the abuse of alcohol, drugs or other intoxicants.
- 11. The purchase or replacement cost (prescribed or not), loss or damage to hearing devices, eyeglasses, sunglasses, contact lenses, or prosthetic teeth, limbs or devices and prescription resulting therefrom.
- Routine medical examinations, preventative medicines (including vaccinations, the issue of medical certificates and attestations, and examinations as to suitability for employment, travel or for a third party).
- 13. Organ Transplants.
- 14. Elective and/or cosmetic surgery or treatment, whether or not for psychological reasons, including any expenses for directly or indirectly related complications unless required as the result of *injury* incurred while this policy is in force.
- Medical treatment, surgery, investigation, palliative care, obtaining a diagnosis, or any alternative therapy, as well as any

directly or indirectly-related complications, during a trip when the trip is undertaken for the purpose of securing or with the intent of receiving *medical treatment* or *hospital* services, whether or not such trip is taken on the advice of a *physician* or surgeon.

- 16. Any benefit or procedure that must be authorized or arranged in advance by Zurich Travel Assist when it has given no authorization or made no arrangements for that benefit or procedure.
- 17. Any costs incurred arising during any period for which the appropriate premium has not been paid or while the policy is not in force as to the *insured person*.
- 18. Benefits are not payable for costs incurred due to, contributed to by, or resulting from any act of terrorism or any medical condition you suffer or contract when an official travel advisory was issued by the Canadian government stating "Avoid non-essential travel" or "Avoid all travel" regarding the country, region or city of your destination, before your policy effective date.

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

This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory.

19. All charges, costs, expenses or claims incurred by the insured person, and directly or indirectly relating to, arising or resulting from, or in connection with any of the following acts, omissions, events, conditions, charges, consequences, claims, treatment, services or supplies are excluded from coverage under this policy, and no benefits or reimbursements shall be provided and we shall have no liability or obligation for any coverage for: any illness or injury incurred in the host country, affected area or home country, as a result of a Public Health Emergency of International Concern, epidemic, pandemic, or other disease outbreak, which may affect an insured person's health.

# **GENERAL PROVISIONS**

#### **Assignment**

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

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

### **Return to Home Country**

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

#### **Benefit Payments**

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 you are insured under more than one insurance policy underwritten by the *insurer* at the same time, benefits will only be paid under one insurance policy, the one with the greatest sum insured. Benefits are only payable for the plans and the specific sum insured selected, paid for and accepted by Zurich Travel Assist at the time of application, and indicated on *your confirmation of coverage*.

Any benefits payable do not include interest charges.

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

#### **Conformity with Law**

Any policy provision in conflict with any law to which this policy is subject is hereby deemed to be amended to conform thereto.

#### **Coordination of Benefits**

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

Other coverage includes but is not limited to:

- 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;
- any other liability insurance in force concurrently with this coverage.

Zurich Travel Assist, on behalf of the *insurer*, will coordinate all benefits in accordance with the Canadian Life and Health Insurance Association guidelines.

If you are insured under more than one insurance policy underwritten by us, the total amount we pay to you cannot exceed your actual expenses; and the maximum you are entitled to is the largest amount specified for the benefit in any one policy.

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 pursuant to 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, with a lifetime limit of up to \$50,000, Zurich Travel Assist, on behalf of the *insurer*, will not coordinate benefits with that provider, except in the event of your death.

#### Currency

All amounts stated in the policy, including premium, benefits, and limits are stated in Canadian dollars. At the option of Zurich Travel Assist, benefits may be paid in the currency of the country where the loss occurred.

If currency conversion is necessary, we will use our exchange rate on the date you received the service outlined in your claim.

#### **Extending Your Trip**

If you choose to extend your trip beyond the policy expiry date shown on the application, you must contact your broker or The Destination: Travel Group Inc. at 1-855-337-3532 or 416-499-1900 prior to the policy expiry date shown on the application form, as long as the total trip

does not exceed fifty-two (52) consecutive weeks, and pay the required additional premium by credit card only.

#### **General Terms**

Insurance terms and conditions are subject to change with each new policy purchased, without prior notice.

This policy is non-participating. *You* are not entitled to share in *our* divisible surplus.

#### **Governing Law**

This policy will be governed by the laws of the Canadian province or territory in which *you* normally reside. Any legal proceeding by *you*, *your* heirs or assigns shall be brought in the courts of the Canadian province or territory of residence of the *insured person*.

#### **Limit on Liability**

It is a condition precedent to liability under this policy that at the time of application and on the policy *effective date*, *you* are in good health and know of no reason to seek medical attention.

#### **Limitation of Action**

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

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

#### Misrepresentation and Non-Disclosure

We will not pay a claim if you, any person insured under this policy or anyone acting on your behalf attempt to deceive us or makes a fraudulent, false or exaggerated statement or claim.

You must be accurate and complete in your dealings with us at all times.

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

Where there is an error as to *your* age, provided that *your* age is within the insurable limits of this policy, the premiums will be adjusted according to *your* correct age, provided *you* meet the Eligibility Requirements on page 2.

#### **Premiums**

The premium amount is due and payable at the time of application. The premium is calculated using the most current rates for *your* age each time *you* apply. Premium must be paid according to the payment schedule selected.

#### Right to be Reimbursed (Subrogation)

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

- a) reimburse the insurer for all emergency medical and hospital costs paid under the policy from any amounts you receive from a third party responsible (in whole or in part) for your injury or sickness whether such amounts are paid under a judgment or settlement agreement;
- b) whenever reasonable, initiate a legal action against the third party to recover your damages, which include emergency medical and hospital costs paid under the policy;
- c) include all emergency medical and hospital costs paid under the policy in any settlement agreement you reach with the third party;
- d) act reasonably to preserve the insurer's right to be reimbursed for any emergency;
- e) medical or hospital costs paid under the policy;
- f) keep the insurer informed of the status of any legal action against the third party; and
- g) advise your counsel of the *insurer*'s right to reimbursement under the policy.

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

#### **Sanctions**

Benefits are not payable under this policy 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

Time of coverage is the time within the time zone where *you* were residing when the application was made.

# **DEFINITIONS**

Throughout this policy, defined words are written in italics.

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

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

The intention of such activity is to:

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

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

**Affected areas** means any and all countries, states, provinces, territories, cities or other areas experiencing ongoing transmission of an *epidemic*, *pandemic* or other disease outbreak.

CAD means Canadian dollars.

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

**Country of residence** means the country the *insured person* declares on the application form as the country in which he/she permanently resides as a Canadian expatriate.

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

**Deductible** (if applicable) means the dollar amount, in *CAD*, for which the *insured person* is liable per policy period, as stated on his/her *confirmation of coverage*, before any remaining eligible *medical* expenses are reimbursed under this policy.

#### **Dependent** means:

- a) The spouse of an *insured person* (but excluding those legally separated), under the age of sixty-five (65).
- Unmarried children, step-children, foster children and legally adopted children, who are dependent on the insured person for support, provided that such children are:
  - Not less than fifteen (15) days old; and
  - Not more than eighteen (18) years old; or
  - Twenty-four (24) years old or less provided it can be proven that the dependent is continuing in full-time education and is dependent on the insured for support.

**Effective date** means the date on which the coverage under this policy first begins, as specified on the *confirmation of coverage*.

**Emergency** means a sudden and unexpected turn of events or change of condition that requires immediate *medical treatment* and which first manifests itself while this policy is in force as to the *insured person*.

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

**Home country** means the country for which the *insured person* holds a passport. Where the *insured person* holds more than one passport, the *home country* will be taken to mean the country that the *insured person* has declared on the application form. Where a family is to be covered by the policy, there will be deemed to be one *home country* for the family, which will be the *home country* declared on the application form.

**Hospital** means an institution that is licensed as an accredited *hospital* that is staffed and operated for the care and treatment of inpatients and out-patients. Treatment must be supervised by *physicians* and there must be registered nurses on duty 24 hours a day. Diagnostic and surgical capabilities must also exist on the premises or in facilities controlled by the establishment.

A *hospital* is not an establishment used mainly as a clinic, extended or palliative care facility, rehabilitation facility, addiction treatment centre, convalescent, rest or nursing home, home for the aged or health spa.

**Home Country** means the country for which the insured person holds a passport. Where the insured person holds more than one passport, the home country will be taken to mean the country that the insured person has declared on the application form. Where a family is to be covered by the policy, there will be deemed to be one home country for

the family, which will be the home country declared on the application form.

**Host Country** means the country or countries other than the *home* country that the *insured person* is travelling to or within.

**Immediate family member** means *your* mother, father, child, siblings, spouse.

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

**In-patient** means a patient who occupies a *hospital* bed for more than twenty-four (24) hours for *medical treatment* and for which admission was recommended by a *physician* when medically necessary.

**Insured person/You/Your** means an eligible person as defined in the ELIGIBILITY REQUIREMENTS on page 2.

Insurer means Zurich Insurance Company Ltd (Canadian Branch).

**Medical condition** means any disease, *sickness* or *injury* (including symptoms of undiagnosed conditions).

**Medical expenses** means those medical and related expenses for which coverage is provided under the Benefits section of this policy which are necessarily incurred as a result of an *injury* or *sickness* while coverage is in force under this policy as to the *insured person*.

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

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

Minor ailment means any condition which:

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

However, a *chronic condition* or complications of a *chronic condition* are not considered a *minor ailment*.

#### Out-patient means:

- an insured person who receives medical treatment, including diagnostic services at a hospital, or other medical institution, or at a physician's office; and
- where the *insured person* is not admitted or confined to a *hospital* bed as an *in-patient*.

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

**Physician** means a person:

 who is not you or an immediate family member or your travel companion;  licensed in the jurisdiction where the services are provided, to prescribe and administer medical treatment.

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

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

Sickness means any illness, disease, or any symptom.

We, us, our means the insurer.

# **CLAIMS PROCEDURES**

#### The insurer will pay benefits provided that:

- The insured person has contacted Zurich Travel Assist and received pre-authorization for any costs to be incurred as an inpatient. In an emergency when Zurich Travel Assist cannot be contacted in advance, then the admission to the hospital must be reported as soon as possible and in any event not later than fortyeight (48) hours after admission.
- Written details of all claims have been sent to Zurich Travel Assist as soon as possible and in any event not later than ninety (90) days from the beginning of the medical treatment.
- All documentation relating to the claim including the claim form and accounts are originals and not copies.
- The required premium has been paid relative to the insured person making the claim.

### It is understood that:

- The insurer can ask for medical information from any physician or surgeon as often as required;
- The insurer shall be notified of any circumstances that may lead to a claim against a third party or any other insurance;
- In the case of a claim in the insured person's home country, proof of the insured person's entry date into their home country is provided; and
- 4. The insured person, will provide
  - a) original, itemized bills and invoices;
  - b) proof of payment by you (receipts);
  - c) proof of payment from any other insurance plan;
  - d) applicable medical records, including:
    - complete diagnosis by the attending physician or surgeon
    - documentation from the hospital that the medical treatment was appropriate and consistent with your diagnosis.
  - e) proof of the accident if you submit a claim for dental expenses;
  - f) proof of travel, including your departure date and return date;
  - g) proof of entry into the United States under Benefit -Emergency Coverage in the United States;
  - h) your historical medical records if we ask for them.

If you choose to pay eligible expenses directly to a health service provider without prior approval by Zurich Travel Assist, eligible expenses will be reimbursed to you based on the reasonable and customary costs that we would have paid directly to such provider. Medical charges that you pay may be higher than this amount. Therefore, you will be responsible for any difference between the amount you paid and the reasonable and customary costs reimbursed by us.

Payment of Benefits: All payments are payable to you or on your behalf. Except in the case of your death, we will pay the covered expenses under this insurance to you or the provider of the service. Any sum payable for loss of life will be payable to your estate. You must repay us any amount paid or authorized by us on your behalf if we determine that the amount is not payable under your policy. Any claims paid to you will be payable in Canadian funds. If you have paid a covered expense, you will be reimbursed in Canadian currency at the prevailing rate of exchange on the date that the claim payment is made to you. No sum payable shall bear interest. Once Zurich Travel Assist receives your claim, you may be required to provide additional information. Any information not provided may lead to a delay in processing your claim.

To submit a claim for benefits, please review HOW TO MAKE A CLAIM FOR BENEFITS for full details and instructions.

#### LIMITATIONS AND RESTRICTIONS

Pre-Approval of Surgery, Invasive Procedure, Diagnostic Testing and Treatment - Zurich Travel Assist must approve in advance any surgery, invasive procedure, diagnostic testing or *medical treatment* (including, but not limited to, cardiac catheterization), prior to *you* undergoing such surgery, procedure, testing or treatment. It remains *your* responsibility to inform *your* attending *physician* to call Zurich Travel Assist for approval, except in extreme circumstances where such action would delay surgery required to resolve a life-threatening medical crisis

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

Transfer to Another Hospital (within the USA Only) - Whether prior to admission, during a covered hospitalization or after your release from the hospital, Zurich Travel Assist reserves the right to transfer the insured person, without danger to his/her health, to one of our preferred health care providers for medical treatment of an injury or sickness. If the insured person declines to be transferred when declared medically stable by Zurich Travel Assist, the insurer will be released from any liability for expenses incurred for such injury or sickness after the proposed transfer date. Zurich Travel Assist will choose the hospital and arrange the transfer of the insured person making every provision for the insured person's medical condition.

**Availability and Quality of Care** – Zurich Travel Assist will use its best efforts to provide assistance for a medical *emergency* arising anywhere in the world. However, Zurich Travel Assist, the *insurer*, The Destination: Travel Group Inc. and their brokers will not be responsible for the availability, quantity, quality, or results of any *medical treatment* received, or for failure to obtain medical service.

Benefits Limited to Incurred Expenses - The total benefits paid to you from all sources cannot exceed the actual expenses which you have incurred.

# PRIVACY CONSENT NOTICE

By submitting the requested information, which may include, but is not limited to, name, address, date of birth, driver's license number, medical information, financial information, driving record, automobile insurance policy history, and automobile insurance claims history, you are providing consent to Zurich Insurance Company Ltd and its subsidiaries and affiliates located in your country of residency or abroad (collectively, "Zurich"), for the collection, storage, use, disclosure, and processing of your personal information as may be necessary for the purposes of securing and administering the requested insurance coverage(s), including but not limited to, risk evaluation, policy execution, premium setting, premium collection, claims adjusting, administration, investigation and settlement, fraud prevention, detection and suppression, or statistical evaluation. You are also providing consent to Zurich for the disclosure of your personal information to third parties, as required for and in relation to the above-stated purposes, including reinsurers, third party administrators, brokers, agents, claims adjusters, regulators or other governmental or public bodies, taxing authorities, industry associations, other insurers, and other third parties involved in providing insurance services ("Third Parties"). If your policy is being arranged by a broker or an agent, you authorize Zurich to collect, store, use, disclose, and process personal information received from such broker or agent in relation to the above-stated purposes. Additionally, by providing information about a third party, including but not limited to, a family member, director, officer, employee, or any party that has an interest in or derives a benefit from the policy, you hereby covenant and warrant that you have obtained the appropriate consent from such third party to disclose their personal information to Zurich and for Zurich to use and disclose such information for any of the above-stated purposes.

Zurich is committed to protecting the privacy and confidentiality of information provided. *Your* personal information may be processed by and is securely stored within the offices of Zurich and authorized Third Parties, both in domestic and foreign jurisdictions outside Canada and is subject to applicable laws.

Zurich may retain *your* personal information as needed for any of the above-stated purposes or as necessary to comply with Zurich's legal and regulatory obligations, resolve disputes, and enforce Zurich's agreements. *You* may request to review the personal information Zurich maintains about *you* and make corrections by writing to: Privacy Officer, Zurich Insurance Company Ltd (Canadian Branch), 100 King Street West, Suite 5500, P.O. Box 290, Toronto, ON M5X 1C9 or by emailing privacy.zurich.canada@zurich.com.

You may refuse to consent or withdraw your consent to the collection, storage, use, disclosure or processing of your personal information; however, your refusal to provide consent may result in Zurich being unable to offer and administer insurance coverage or prevent Zurich from being able to pay claim benefits payable under your Policy.

Please contact the Zurich Privacy Officer if *you* require further information regarding the collection, use, disclosure, processing and storage of *your* personal information or if *you* have any complaints via email at <a href="mailto:privacy.zurich.canada@zurich.com">privacy.zurich.canada@zurich.com</a>. *You* can also review

*our* Privacy Policy at <a href="https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement">https://www.zurichcanada.com/en-ca/about-zurich/privacy-statement</a>.

For the purpose of the Insurance Companies Act (Canada), this document was issued in the course of Zurich Insurance Company Ltd's insurance business in Canada.

# STATUTORY CONDITIONS

#### Contract

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

#### 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 defense of a claim under or to avoid the contract unless it is contained in the application or any other written statements or answers furnished as evidence of insurability.

#### **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.

Refer to REFUNDS on page 9.

We may terminate this contract in whole or in part at any time by giving written notice of termination to *you* and by refunding, concurrently with the giving of notice, the amount of premium paid in excess of the proportional premium for the expired time. The notice of termination may be delivered to *you*, or it may be sent by registered mail to *your* latest address on record. Where notice of termination is delivered to *you*, five (5) days notice of termination will be given; where it is mailed to *you*, ten (10) days notice will be given and the ten (10) days will begin on the day following the date of mailing of the notice

# **Notice and Proof of Claim**

Please refer to CLAIM PROCEDURES on page 7 and HOW TO MAKE A CLAIM FOR BENEFITS on page 10.

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 one (1) year from the date of the accident or the date a claim arises under the contract on

- account of *sickness* or disability if it is shown that it was not reasonably possible to give notice or furnish proof within the time so prescribed; or
- 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 one (1) year after the date a court makes the declaration.

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

Claims forms are available by contacting Zurich Travel Assist's Claims Department and shall be furnished to *you* upon request.

#### **Rights of Examination**

For the purposes of determining the validity of a claim under this policy, we may obtain and review the medical records of your attending physician(s), including the records of your regular physician(s) at home. These records may be used to determine the validity of a claim, whether or not the contents of the medical records were made known to you before you incurred a claim under this policy. In addition, we have the right, and you shall afford us the opportunity, to have you medically examined when and as often as may reasonably be required while benefits are being claimed under this policy. If you die, we have the right to request an autopsy, if not prohibited by law.

# **REFUNDS**

#### When Money Payable

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

The *insurer* will only consider requests for a refund if *you* did not leave on *your* trip or if *you* returned early from *your* trip and:

- a) no claim has been incurred or paid, or is pending; and
- b) you send a written request with proof of your non-departure or early return, to **The Destination: Travel Group Inc.**, 155 Gordon Baker Road. Suite 304, Toronto, ON M2H 3N5 or admin@desttravel.com before your coverage period ends.

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

Refunds will be calculated on a weekly pro-rated basis from the premium paid and the date postmarked on *your* written request if mailed or emailed, or on the date such faxed request is received by The Destination: Travel Group Inc. and are subject to a \$25.00 administrative fee and a minimum refund of \$50.00.

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

#### **Important Notes**

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



- ® Trademark of Zurich Insurance Company Ltd
- ® Marque déposée de Zurich Compagnie d'Assurances SA

# **HOW TO MAKE A CLAIM FOR BENEFITS**

# **Zurich Travel Assist**

Toll free Canada/USA:

1-888-726-1839

If unable to contact us through the toll-free number, call collect

+ 1 (416) 260-4553

When submitting a claim, please review CLAIM PROCEDURES on page 8 for details on what is required to process *your* claim.

Online Claims Submission is also available, visit <a href="https://destinationtravelclaims.nac.zurich.com/">https://destinationtravelclaims.nac.zurich.com/</a> to submit *your* claim online. For faster and easier submissions, have all *your* documents available in electronic format, such as a PDF or a JPEG.

# Emergency Medical Assistance and Claims Administration provided by:

#### **Zurich Travel Assist**

100 King Street West, Suite 5300 Toronto, ON M5X 1C9

#### Managed and Distributed by:

The Destination: Travel Group Inc. 304 - 155 Gordon Baker Rd Toronto, Ontario, Canada M2H 3N5

Tel: 1-855-337-3532

#### Underwritten by:

Zurich Insurance Company Ltd (Canadian Branch) 100 King Street West, Suite 5500 Toronto, ON M5X 1C9

# **EMERGENCY PROCEDURES**

In the event of a medical emergency, you or someone on your behalf must notify Zurich Travel Assist (toll free 1-888-726-1839 or worldwide collect + 1 (416) 260-4553 prior to any surgery being performed or within 24 hours of admission to a hospital.

Zurich Travel Assist is here to help with service available 24 hours a day, 7 days a week. Zurich Travel Assist also provides support and recommendations for non-medical emergencies, providing *you* with access to resources to help resolve any unexpected difficulties *you* encounter during *your* trip.



Everyone wants to have a carefree trip and should be able to travel with confidence in their travel insurance punchase. Most people travel every day without a problem, but if something does happen, the member companies of the Travel Health Insurance Association of Canada ([HijA]) want you to know your rights. THA's Travel Insurance Bill of Rojhts and Responsibilities builds on the golden rules of travel insurance. Know your health + Know your trip Know your policy + Know your rights.

For more information, go to www.thisonline.com