ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE

travel insurance •

Administered by TIC Travel Insurance Coordinators Ltd. Underwritten by Co-operators Life Insurance Company.

RIGHT TO EXAMINE POLICY

Please review this policy before you travel to ensure it meets your needs. You have 10 days after purchase to return this policy for a full refund, provided your coverage has not begun. Please refer to the sections of the policy that explain when coverage begins. For refunds after coverage has begun, refer to our refund policy also explained in this document.

IMPORTANT NOTICE

Please read your policy carefully before you travel.

What am I covered for?

Coverage is different for each plan; to find out what your coverage is, please read the section titled 'Benefits' under the name of the plan(s) you have purchased. Travel insurance is intended to cover losses arising from sudden, unexpected, and unforeseeable circumstances.

What is not covered?

Travel insurance does not cover everything. Your insurance has exclusions, conditions and limitations. You should carefully read and understand your policy before you travel.

What if I have an emergency or claim?

You must notify TIC Emergency Assistance (toll free Canada/USA 1-800-995-1662 or worldwide collect 416-340-0049). To apply for benefits, complete the claim form and include all original bills. Incomplete forms will cause delay.

Is my personal information protected?

We are committed to protecting the privacy, confidentiality and security of the personal information we collect, use and disclose. Your personal information, including your medical history, will be collected, used and disclosed only for the purpose of providing you with the requested insurance services. For a copy of TIC's privacy policy, please contact us or visit our website www.travelinsurance.ca.

I want to stay longer. Can I purchase further coverage?

Yes, you can, subject to policy terms and conditions. Just call your agent or TIC (during business hours) prior to the expiry of your policy. You must be in good health and not have incurred any losses during the *period of coverage*. Fees will be charged.

Travel Assistance

TIC or Co-operators Life Insurance Company will use their best efforts to provide assistance for a medical *emergency* arising anywhere in the world. They or their agents will not be responsible for the availability, quantity, quality, or results of any medical *treatment* received, or for failure to obtain medical service.

Note: Words in italics indicate they are defined on page 2.

ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE POLICY

ELIGIBILITY

To be eligible for coverage a person must:

- a) be at least 15 days old; and
- b) not reside in a nursing home, convalescent home, or rehabilitation centre; and
- c) not require assistance with daily living activities.

Start of Coverage and Period of Coverage

When an application has been made and the premium has been paid for each person insured under this plan, the *period of coverage* begins on the latest of the date and time:

- a) the completed application is accepted by TIC or its representative; or
- b) indicated as the effective date on the application; or
- c) the *insured* departs from their *country of origin* or province or territory of residence.

End of Coverage

Coverage ends on the earliest of the date:

- a) and time the *insured* arrives in their *country of origin*; or province or territory of residence; or
- b) indicated as the expiry date on the confirmation of coverage; or
- c) 365 days after the effective date for this policy.

DESCRIPTION OF COVERAGE

The *insurer* agrees to pay up to the sum insured indicated on the confirmation of coverage, for loss of life, limb or sight resulting directly from *accidental injury*, occurring during the *period of coverage*, except while boarding, riding in, or alighting from an aircraft. The total *aggregate limit* for *accidental injury* resulting from a risk insured under the 'Accidental Death & Dismemberment' benefit is \$10 million.

BENEFITS

Benefits are payable according to the following schedule:

- a) 100% of sum insured resulting from the same *accidental injury* for loss of:
 - i. life; or
 - ii. entire sight of both eyes; or
 - iii. both hands; or
 - iv. both feet; or
 - v. one hand and entire sight of one eye; or
 - vi. one foot and entire sight of one eye.
- b) 50% of sum insured resulting from the same accidental injury for loss of:
 - i. entire sight of one eye; or
 - ii. one hand; or
 - iii. one foot.

Loss of hand or hands, or foot or feet means severance through or above the wrist joint or ankle joint, respectively. Loss of eye or eyes means total and irrecoverable loss of the entire sight.

Only one amount is payable (the largest) if the *insured* suffers more than one of these losses.

Exposure and Disappearance

If the *insured* is exposed to the elements or disappears as a result of an *accident*, a loss will be covered if:

- a) as a result of such exposure, the *insured* suffers one of the losses specified in the schedule of losses above, or
- b) the body of the *insured* has not been found within 52 weeksfrom the date of the *accident* it will be presumed, subject to evidence to the contrary, that the *insured* suffered loss of life.

EXCLUSIONS

Benefits are not payable for losses incurred due to:

ADD1 Losses while sane or insane due to: emotional, mental or nervous disorders resulting from any cause, including but not limited to anxiety or depression; suicide or attempted suicide; or intentional self-inflicted injury.

ADD2 Act of war, kidnapping, act of terrorism including those caused directly or indirectly by nuclear, chemical or biological means; riot, strike or civil commotion, unlawful visit in any country, participation in protests, participation in armed forces activities or a commercial sexual transaction or the commission or attempted commission of any criminal offence, contravention of any statutory law or regulation in the area where the loss occurred by the insured, a family member or travelling companion.

ADD3 Loss, death or *injury*, if at the time of the loss, death or *injury*, evidence supports the *insured* was affected by, or the medical condition causing the loss was in any way contributed to by, the use of alcohol, prohibited drugs, or any other intoxicant; the non-compliance with a prescribed *treatment* or medical therapy; or the misuse of medication. **ADD4** Travelling against the advice of a *physician* or any loss resulting

ADD4 Travelling against the advice of a *physician* or any loss resulting from a *sickness* or medical condition that was diagnosed by a *physician* as *terminal* prior to the *effective date* of this policy.

ADD5 *Injury* resulting from training for or participating in speed contests usually and customarily in excess of 60 km per hour, *professional* sport activities, or organized motor sport contests.

ADD6 Being the occupant of an aircraft, either as passenger or crew, or while boarding or alighting from an aircraft.

ADD7 Any nuclear occurrence, however caused.

DEFINITIONS

Accident(al) means a sudden, unexpected, unforeseeable, unavoidable external event.

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof or commission or threat of a dangerous act, of any person or group(s) or government(s), committed for political, religious, ideological, social, economic or similar purposes including the intention to intimidate, coerce or overthrow a government (whether de facto or de jure) or to influence, affect or protest against any government and/or to put the civilian population, or any section of the civilian population, in fear.

Act of war means any 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.

Aggregate limit means the total number or the maximum value of insured losses resulting from any one *accident* or event causing loss. **Country of origin** means the country in which the *insured* maintained a permanent residence prior to entry into Canada.

Effective date means the date and time coverage begins as provided for in the section titled 'Start of Coverage and Period of Coverage' for the specific plan purchased.

Emergency means a sudden, unforeseen *sickness* or *injury* occurring during the *period of coverage*, which requires immediate intervention by a *physician* or legally licensed dentist and cannot reasonably be delayed. An emergency is deemed to no longer exist when medical evidence indicates that the *insured* is able to continue their *trip* or return to their place of ordinary residence or *country of origin*.

Expiry date means the date coverage ends as indicated in the section titled 'End of Coverage' for the specific plan purchased.

Family member means the *insured*'s legal or common-law spouse, parent, brother, sister, legal guardian, step-parent, step-child, step-brother, step-sister, aunt, uncle, niece, nephew, grandparent, grandchild, in-law, ward, natural or adopted child.

Hospital means a facility incorporated or licensed as a hospital by the jurisdiction where such services are provided and which has accommodation for resident in-patients, a laboratory, a registered graduate nurse and *physician* always on duty and an operating room where surgical operations are performed by a *physician*. In no event shall this include a convalescent or nursing home, home for the aged, health spa, or an institution for the care of drug addicts, alcoholics or persons suffering from mental or nervous disorders.

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

Insured means an eligible person named on the application, who has been accepted by TIC or its authorized representative, and has paid the required premium for a specific plan of insurance.

Insurer means Co-operators Life Insurance Company.

Nuclear, chemical or biological means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical agent and/or biological agent, including the resultant contamination where:

- Nuclear means any occurrence causing bodily injury, sickness, disease, or death or loss of or damage to property, or for loss of use of property, arising out of or resulting from the radioactive, toxic, explosive, or other hazardous properties of source, special nuclear, or by-product material.
- Chemical agent means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.
- Biological agent means any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Period of coverage means the period from the *effective date* to the *expiry date* as indicated in this policy and for which premium has been paid. **Physician** means a person other than the *insured*, who is legally qualified and licensed to practice medicine or perform surgery in the location where the services are performed, and who is not related to the *insured* by blood or marriage.

Professional means an activity engaged in by the *insured*, who earns the majority of their income from such activity.

Sickness means any illness or disease.

Terminal means a *sickness* or medical condition for which a *physician* gave a prognosis of eventual death, or for which palliative care was received, prior to the *effective date*.

Travelling companion means a person who has prepaid shared accommodation or transportation with the *insured*. (Maximum of 5 persons including the *insured*.)

Treatment means a medical, therapeutic or diagnostic procedure prescribed, performed or recommended by a *physician* including, but not limited to, prescribed medication, investigative testing and surgery.

 \mbox{Trip} means the period of travel contracted by the insured and for which coverage is in effect.

GENERAL PROVISIONS

Assignment

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

Automatic Extension of Coverage

- 1. This coverage shall be automatically extended for up to 72 hours if, during the *period of coverage*, the conveyance in which the *insured* is riding or is scheduled to ride as a passenger, scheduled to arrive at destination during the *period of coverage*, is delayed due to circumstances beyond their control.
- 2. Coverage will be automatically extended for up to 5 days, if medical evidence supports that the *insured* is medically unfit to travel due to a covered *sickness* or *injury* on or before the coverage *expiry date*.
- 3. If an *insured* is hospitalized at the end of the *period* of *coverage*, as a result of a covered *sickness* or *injury*, this coverage will be extended to the *insured* and *insured travelling companion(s)* remaining with the *insured* when reasonable and necessary, during the period of *hospital* confinement, plus 72 hours after release to travel home.

Benefit Payments

Unless otherwise stated, all provisions in this policy apply to each *insured* during one *period of coverage*. Benefits are only payable under one policy, for each *insured* during the *period of coverage*. If more than one TIC policy is in effect 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 TIC at the time of application. Any benefits payable do not include interest charges.

Claim Submission

The *insured* or claimant if other than the *insured*, shall be responsible for the verification of and providing substantiating medical documentation from their province, territory or country of residence at the request of TIC. Failure to provide substantiating documents shall invalidate all claims under this insurance.

Contract

The application, completed medical questionnaire, confirmation of coverage, this policy, any document attached to this policy when issued, and any amendment to the policy agreed upon in writing after it is issued, constitute the entire contract. Each policy or term of coverage is considered a separate contract. TIC reserves the right to decline any application or any request for extensions of coverage. No condition of this policy shall be deemed to have been waived, either in whole or in part, unless the waiver is clearly expressed in writing and signed by TIC.

Currency

All amounts stated in the policy, including premium, are in Canadian currency. At the option of TIC, benefits may be paid in the currency of the country where the loss occurred.

Governing Law

This policy will be governed by the laws of the Canadian province or territory in which the *insured* normally resides, or in the case of Visitors to Canada, the Canadian province or territory where the policy was issued.

Language

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

Limit on Liability

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

Misrepresentation or Nondisclosure

A failure to disclose or misrepresentation of any material fact by the *insured*, or fraud, either at the time of application or at the time of claim, shall render the entire contract null and void, and any claim submitted thereunder shall not be payable. Where there is an error as to the *insured*'s age, provided that the insured is within the insurable age limits, the premiums will be adjusted according to the *insured*'s correct age.

Premiums

The total premium amount is due and payable at the time of application. The premium is calculated using the most current rates for the *insured*'s age on the *effective date*.

Rights of Examination

The claimant shall provide TIC with the opportunity to examine the *insured* when and so often as it reasonably requires while a claim is pending. In the case of an *insured*'s death TIC may require an autopsy, subject to any laws of the applicable jurisdiction relating to autopsies. Subrogation (Right of Recovery)

In the event of any payment of benefits under this policy, TIC shall be subrogated to all the rights of the *insured* including without limitation, the right to proceed in the *insured*'s name, but at the *insurer*'s cost, against any third party that may be responsible for giving rise to a claim under this policy. The *insured* shall execute all documents required and shall co-operate fully with the *insurer* to secure such rights. The *insured* shall do nothing after the loss to prejudice the *insurer*'s right of recovery.

Expiry time of coverage is the time within the time zone where the *insured* was residing when the application was made.

REFUNDS

Refunds are payable when the entire *trip* is cancelled prior to the *effective date*.

Premium refunds must be obtained from the agent where coverage was originally purchased unless purchased directly from TIC. There will be no refund of premium if any claim has or will be made against this insurance. Premiums which are 100% refundable are subject to a \$10 administration fee, except when cancelled during

the 10 day examination period. Partial cancellations are charged a \$25 administration fee. These fees are deducted from the net premium to be refunded. Premiums less than \$10 will not be refunded.

CLAIMS PROCEDURES

Important Notes

- 1. Written proof of claim must be submitted to TIC within 90 days of occurrence.
- 2. If the claim form is not fully completed and submitted with all required documentation this may delay your claim.
- 3. Any costs incurred for documentation or required reports are the *insured*'s or claimant's responsibility.

When submitting your claim please include:

- 1. A fully completed and signed claim form by either the *insured* person, or in the case of death, by the appointed executor/executrix.
- 2. Police report including any witness' statements.
- 3. Coroner's report.
- 4. Death certificate.
- 5. Medical certificate completed by the attending *physician* or hospital medical records.
- Any other documents requested by TIC after initial review of the claim.

All claims forms are available online at: www.travelinsurance.ca or by calling TIC Claims Department.

SUBMIT CLAIMS TO:

TIC Claims Department

1200 – 438 University Avenue Toronto, Ontario, Canada M5G 2K8 Collect worldwide: 416-340-8809 Toll free Canada/U.S.A.: 1-800-869-6747

STATUTORY CONDITIONS

Notwithstanding any other provisions herein contained, this contract is subject to the Statutory Conditions in the Insurance Act respecting contracts of Accident and Sickness Insurance. For Québec residents, notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Québec respecting contracts of Accident and Sickness Insurance.

In witness whereof, CO-OPERATORS LIFE INSURANCE COMPANY has caused this policy to be signed by its COO and Senior Vice President.

Administered by:

TIC Travel Insurance Coordinators Ltd. 1200 – 438 University Avenue Toronto, Ontario Canada M5G 2K8 Underwritten by:

Co-operators Life Insurance Company 1920 College Avenue Regina, Saskatchewan Canada S4P 1C4

EMERGENCY PROCEDURES

We are here to help. Our service is available 24 hours a day, 7 days a week. TIC Emergency Assistance 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*.

TIC EMERGENCY ASSISTANCE

Toll free Canada/U.S.A.: 1-800-995-1662
Toll free worldwide: 800-842-08420 or 00-800-842-08420

If unable to contact us through the toll free numbers call collect: 416-340-0049

Contact us at <u>www.travelinsurance.ca</u> and initiate your claim and we will contact you.