

# Travel insurance policy

# All-inclusive

Individual insurance policy no. AVS-19

Travel insurance

Effective March 1, 2022





### IMPORTANT NOTICE CAREFULLY READ THE FOLLOWING BEFORE TRAVELLING

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

Italicized terms are defined at the end of the policy.

- Travel insurance covers claims arising from sudden and unexpected situations (i.e., accidents or emergency situations) and typically does not cover follow-ups or recurrent care.
- To qualify for this insurance, you must meet all the eligibility criteria and medical requirements outlined in section A, articles 4.1 et 4.2.
- > This insurance contains limitations and exclusions (for example, *medical conditions* that are unstable, pregnancy, a child born during a *trip*, excessive use of alcohol, high-risk activities, etc.). You will find all of them listed in the following places in the policy: section A, article 4.3, and section B, articles 1.3, 2.4, 3.3 and 4.3.
- > This insurance may not cover claims related to **pre-existing** *medical conditions*, whether disclosed or not at the time of policy purchase.
- > You must contact the *assistance provider* before seeking *treatment* and incurring fees, or your claim may be limited or denied.
- > In the event of a claim, your prior medical history may be reviewed.
- If you have been asked to complete a medical questionnaire and any of your answers are not accurate or complete, your insurance could be voided, and your claim denied.

#### IT IS YOUR RESPONSIBILITY TO UNDERSTAND YOUR COVERAGE. IF YOU HAVE QUESTIONS, CONTACT US AT 1-877-871-7500 OR VISIT OUR WEBSITE nbc-insurance.ca.



#### Assistance provider

**CanAssistance inc.** 1981 McGill College Avenue, Suite 400 Montreal, Quebec H3A 2W9

Telephone Canada and the US: 1-844-783-7603 Elsewhere in the world (call collect): 514-394-0075



#### Insurer

National Bank Life Insurance Company 800 Saint-Jacques Street, Office 16701 Montreal, Quebec H3C 1A3

> Telephone 1-877-871-7500 | 514-871-7500 Fax: 514-394-6992 nbc-insurance.ca

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#### Some rules of interpretation to facilitate your reading

- > "We" designates the insurer, National Bank Life Insurance Company.
- "You" designates any *insured person* covered by this insurance policy. When we specifically address the *policyholder*, it will be indicated.
- > "Province" includes territories.
- > Words in one gender include all genders and words in singular include the plural and vice versa.
- > The words in *italics* have a special meaning. You will find their definitions in section D of this policy.

# SECTION A General information about your travel insurance

### 1. Coverage and maximum amount we pay

Whether you're taking a *trip* for 3 days or 3 months, you can leave with peace of mind.

The amount payable for a claim cannot exceed the maximum for each type of coverage:

Coverage	Maximum	
<i>Emergency</i> medical care outside of your province of residence	In the event of a medical <i>emergency</i> during a <i>trip</i>	\$5,000,000
Accidental death and dismemberment	In case of death or <i>loss of a limb</i> , or <i>loss of use of limbs</i> , resulting from an <i>accident</i> occurring during a <i>trip</i>	\$100,000
<i>Trip</i> interruption	In the event of a <i>trip</i> interruption or delayed departing flight	\$5,000
<i>Trip</i> cancellation	In the event of a <i>trip</i> cancellation or delayed departing flight	\$2,500
Baggage coverage	In the event of delayed, lost, damaged or stolen baggage during a <i>trip</i>	\$1,500

There is also a maximum amount based on the type of fees disbursed for each coverage.

For more detailed information, see section B, articles 1.2, 2.3, 3.2, 4.2 and 4.3.

### 2. You can choose to cover a single trip or choose an annual coverage plan

**Coverage for a single trip** provides coverage for the duration of a single trip, based on the dates of departure and return indicated on your Conditions Summary.

The annual coverage plan covers all of your trips carried out during the period indicated on your Conditions Summary.

Your choice appears on your Conditions Summary.

# 3. Your *trip* is covered and the coverages that appear on your *Conditions Summary* are in effect under certain conditions

SINGLE TRIP	ANNUAL COVERAGE

- You must purchase the insurance and pay the entire premium before the date of departure.
- > The departure and return of your *trip* must be carried out in your province of residence.
- The departure and return of the trip must be made on the dates or within the dates indicated in your Conditions Summary.
- You must meet all the eligibility criteria and medical requirements outlined in article 4 of section at the date of departure.
- The planned duration of the *trip* must be less than or equal to the maximum *trip* duration indicated on your *Conditions Summary*.
   For example, if the maximum duration indicated in your *Conditions Summary* is 15 days, all your trips of 15 days or less carried out during the period indicated in your *Conditions Summary* are covered.

PLAN

- You must meet all the eligibility criteria and medical requirements outlined in article 4 of section A at the date of departure of <u>each trip</u>.
- The complete duration of the *trip* must be included in the period indicated on your *Conditions Summary*. If the *date of return* is after the *date of termination*, the annual coverage plan must have been renewed before the <u>date of departure of the trip</u>.

#### WHAT YOU SHOULD KNOW concerning the annual coverage plan

If your health condition changes between two *trips*, the exclusion for pre-existing *medical conditions* may apply to your situation, even if it did not apply during your previous *trip*.

# 4. You must meet the eligibility criteria and medical requirements to sign up for insurance

### 4.1 Eligibility

- Be aged 31 days to 74 years old on the *date* of *departure* of the *trip*;
- > Be domiciled in Canada; and
- Be covered by the public health and hospitalization insurance plan for services provided in your province of residence at all times during your *trip*.

#### WHAT YOU SHOULD KNOW concerning a child born during a *trip*

A child born to an *insured person* during a *trip* is covered only if the birth takes place during the first 32 weeks of pregnancy.

#### 4.2 Medical requirements

You can be insured if:

- a physician *has not* advised you not to travel before your departure;
- you have not received a diagnosis of a *medical condition* in terminal phase;
- you are not suffering from kidney problems requiring dialysis;
- > you have not had a cancer with metastases;
- you have not received a transplant or you are not waiting to receive a transplant, other than a cornea transplant; or
- you have not received a prescription or you have not used oxygen at home in the 12 months preceding the purchase of the insurance.

## **4.3 CAUTION** – Coverage exclusions, limitations and reductions

#### a) Misrepresentation of your health condition and medical information

This insurance is established based on information provided on or in line with the insurance application (including responses to the medical questionnaire, if applicable). When you fill out the insurance application and answer the medical questions, your answers must be complete and accurate.

In the event of a claim, we will review your medical history and the answers you provided on the medical questionnaire, if applicable. If one of your answers is incomplete or inaccurate:

- your insurance could be cancelled;
- > your claim could be denied.

#### b) Misrepresentation of important facts other than your health condition or medical information

We will not pay the claim if you, or anyone acting on your behalf, attempts to deceive us or make a fraudulent, false or exaggerated statement or claim.

# c) Non-compliance with the requirement to be covered by a public health and hospitalization insurance plan

We will not pay any benefit if you are not covered by the public health and hospitalization insurance plan in your province of residence **for the total duration of the** *trip*. It is your responsibility to ensure that you have this coverage.

If your public health and hospitalization insurance plan ends, your insurance will end and we will refuse any claim, if applicable.

To know the exclusions specific to each coverage, consult articles 1.3, 2.4, 3.3 and 4.3 of section B.

### 5. We use several factors to calculate the insurance premium

The premium is the amount you must pay in order to be insured. Depending on the coverage, the following information is used to calculate the insurance premium:

- age of insured persons
- duration of coverage
- > type of package (single trip or annual coverage plan).

Wil first calculate the premium for each coverage and then add them to get the total premium.

COVERAGE	PREMIUM CALCULATION BASED ON
<i>Urgent</i> medical care outside of the province of residence	Age and duration of <i>trip</i>
Accidental death and dismemberment	Duration of trip
Baggage	
Trip cancellation and interruption	Age and insured amount

Visit nbc.ca to find out applicable tax rates for the insurance premium based on your province of residence.

### 6. The policyholder may extend the travel insurance in 2 situations

#### 6.1 Extension in case of emergency (free of charge)

SITUATION	EXTENSION TIME	
You are hospitalized on a covered <i>trip</i> and you must delay your return	Your coverage can be extended, if necessary, up to 72 hours after you are discharged from the hospital.	
The carrier postpones your return from your trip	Your protections can be extended, if necessary, up to 72 hours following the planned <i>date of return</i> or <i>the</i> <i>termination date</i> for an annual coverage plan.	
A road accident or breakdown delays the private road vehicle that brings you back to your province of residence		
You must postpone your return from a <i>trip</i> due to an <i>accident</i> or <i>medical condition</i> that you or a <i>travelling companion</i> suffers within 24 hours before the <i>return</i> date		

# 6.2 Extension for any other reason (for an additional premium)

- If you extend your *trip* for pleasure, necessity or for any other reason which does not correspond to the situations described in the previous table, it is possible to purchase an extension of *travel insurance*.
- The total duration of the *trip* must not exceed the maximum duration of a trip depending on age, from the initial *date of departure* until the end of the extension:
  - 31 days to 54 years: 180 days
  - 55 to 69 years: 31 days
  - 70 to 74 years: 15 days
- You must meet the eligibility criteria and medical requirements described in section A, article 4.
- > Extension may be declined or exclusions may apply



# WHAT YOU SHOULD KNOW concerning coverage extension

#### In case of emergency

- The policyholder must contact the assistance provider at 1-844-783-7603 or 514-394-0078 (call collect) to extend the travel insurance.
- Any event that leads to an extension of coverage must be supported by any proof that the assistance provider deems necessary and sufficient. Exclusions may apply.

#### For any other reason

 The policyholder must contact us before the planned date of return at 1-877-871-7500 or 514-871-7500.

### 7. The insurance beneficiary is generally the policyholder

For all coverages, the benefit is to the *policyholder* whose name appears on your *Conditions Summary*, or his estate. However, we reserve the right to directly compensate service providers or any other *insured person* or any other entity that has suffered a loss related to the coverage in effect.

### 8. Insurance duration varies according to coverage

### 8.1 Beginning of coverage

When the insurance is in effect and the trip is covered, the coverage you subscribed to begins on the following dates:

COVERAGE	BEGINS
<i>Emergency</i> medical care outside the province of residence	The moment you leave your province of residence.
Accidental death and dismemberment	
Trip cancellation and interruption	<ul> <li>The later of the following dates:</li> <li>the purchase date of <i>trip</i>; or</li> <li>the effective date indicated on your <i>Conditions Summary</i>.</li> </ul>
Baggage	The moment you leave your residence.

#### 8.2 End of coverage

Your coverage ends on the first of the following events:

## SINGLE TRIP AND ANNUAL COVERAGE PLAN (including the extension of coverage)

- > The moment you return to your province of residence.
- > The moment your trip is cancelled before the date of departure.
- At 11:59 p.m. (according to your time zone) on the *date of return* or on the *date of termination* (annual coverage plan), unless you benefit from coverage extension, outlined in article 7 of section A.
- Before the *date of departure* when you no longer meet the eligibility criteria or medical requirements outlined in article 4 of section A.
- > The moment you cancel your insurance.

# 9. You can cancel your insurance and, in certain situations, receive a premium refund

You could receive a full or partial refund if you cancel your insurance within the following deadlines, unless you have submitted a claim for your trip and it was accepted:

#### Before the date of departure AND in the 10 days following the purchase of insurance

You have a right of inspection of 10 days to read the policy and deem if this insurance meets your needs entirely.

We will refund the total premium if you decide to cancel your insurance within these 10 days.

# Before the *date of departure* AND more than 10 days following the purchase of insurance (for a single trip only)

If the cancellation precedes your *date of departure*, we will refund your coverage premium, other than the premium for Trip cancellation or interruption coverage.

#### At the date of departure OR after (for a single trip only)

You may end your travel insurance if all *insured persons* return to their departure point before the planned date of return. We will then refund the portion of the coverage premium, other than the premium for Trip cancellation and interruption, for the unused insurance period, unless you have submitted a claim for your trip and it was accepted.



### WHAT YOU SHOULD KNOW

concerning premium refunds

- The unused insurance period will be calculated from the date we receive your request via telephone or the date of the postmark.
- > Administrative fees may apply.

Contact us at 1-877-871-7500 or 514-871-7500 for any questions regarding your insurance or to make changes to your coverage.

10.	3 steps to follow to submit a claim and the deadlines
	in which to do so

STEP 1 Contact the assistance provider	at 1-844-783-7 incurring costs In case of trip or travel prov If you are a v as you beco If, from a media receiving a tree If you do not co	e of the events covered by <i>travel insurance</i> occurs, contact the <i>assistance provider</i> 603 or 514-394-0075 (collect calls accepted) to confirm your coverage <b>before</b> o cancellation before your departure, you must also notify the travel agency <i>vider</i> within 48 hours. <i>victim</i> of theft, burglary or vandalism, you must also notify the police as soon me aware of said incident. cal perspective, it is impossible for you to call the <i>assistance provider</i> before <i>atment</i> , please ask someone to do so for you, or call as soon as possible. all the <i>assistance provider</i> before receiving a <i>treatment</i> , you will be responsible edical costs normally covered by this insurance.
STEP 2 Fill out the form		<i>provider</i> will send you a claim form. You must fill out the form and return it as soon eally within 90 days of the event to which the claim relates.
assessment, su> certificate fr> police or coSTEP 3Providerequesteddocuments> proof of the> receipts for> any other prThe assistance		om the attending physician
Return the reques	ted documents v	vithin the indicated deadlines:
<i>Trip</i> cancellation and interruption		<ul> <li>As soon as reasonably possible, ideally within 90 days of the event to which the claim relates.</li> </ul>
Baggage coverage		<ul> <li>We may deny your claim if you do not return the documents within the deadlines indicated and is thereby prejudiced.</li> </ul>
<i>Emergency</i> medical care outside the province of residence		As soon as reasonably possible, ideally within 90 days and MAXIMUM 1 YEAR after the event to which the claim relates.
Death and accidental dismemberment		As soon as reasonably possible.



# WHAT YOU SHOULD KNOW concerning response times

- > When we accept the claim, we pay the benefit within 60 days of receiving all the requested documents.
- > When we deny the claim, we notify the *insured person* within 60 days of receiving all the requested documents.

# 11. When you receive compensation from another source, we deduct it from the total amount of your claim

#### 11.1 Multiple coverage

The coverage described in the *travel insurance* applies once you have claimed the maximum compensation provided for by the other insurance contracts you have.

#### Example

# Coverage: *Trip* cancellation or delay *Travel* cost: \$4,000

Compensation from your private insurance	\$1,000
Remainder	\$4,000 - \$1,000 = \$3,000
Maximum compensation	\$2,500
Compensation we pay to you	\$2,500

However, if your other insurance contracts include a clause similar to ours, we adjust the compensation payment according to the proportion of the insurance amounts provided for in the different contracts.

This way, the total compensation you receive will not exceed the amount of your application.

When you submit an application to multiple *insurance providers*, we ask that you provide proof of these applications as well as any refusals or compensation you may receive.

#### 11.2 Travel providers or other entities

The coverage described in the *travel insurance* applies once you have claimed the reimbursements payable by *travel providers* or other entities, such as:

- compensation funds, like that of the Office de la protection du consommateur;
- public health and hospital insurance plans; and
- any other government program.

This means that we subtract the amounts you receive from a provider or another entity from the total amount of your application.

# Credit offered by a *travel provider* or any other entity is considered a reimbursement.

#### Example

## Coverage: *Trip* cancellation or delay *Travel* cost: \$4,000

Travel provider credit	\$1,000
Compensation fund reimbursement	\$1,500
Credit and reimbursement total	\$2,500
Remainder	\$4,000 - \$2,500 = \$1,500
Maximum compensation	\$2,500
Compensation we pay to you	\$1,500

When you submit a reimbursement application to multiple providers or entities, we ask that you provide proof of these applications as well as any refusals or reimbursements you may receive.

# **section в** Your Coverages details

### 1. Emergency medical care outside your province of residence

#### 1.1 Conditions to meet in order to be covered during a trip

- You must meet all the eligibility criteria and medical requirements outlined in section A, article 4 on the *date* of *departure*.
- > The trip must be covered, as explained in section A, article 3.

Coverage applies only when you are outside your province of residence. Costs incurred when you are back in your province of residence are not covered.

#### 1.2 Covered expenses and maximum benefits payable

The maximum benefit payable is \$5,000,000 per insured person, per trip.

#### Medical, paramedical and hospitalization expenses

We cover customary, reasonable and essential expenses in the region visited for *emergency treatment* of a *medical condition* occurring during a *trip*.

We will refund the expenses indicated in the following table only if they are first approved by the assistance provider.

Type of expenses	What is covered
Hospitalization expenses	Hospital expenses for a private or semi-private room and any treatment received during a hospitalization.
Incidental expenses	<ul> <li>Other expenses related to a <i>hospitalization</i>, such as telephone, television or parking fees.</li> <li>Maximum: \$50 per day of <i>hospitalization</i>.</li> </ul>
Healthcare professional fees	<ul> <li>Fees charged by a <i>physician</i> or by a licensed nurse, if these services are prescribed by a <i>physician</i>.</li> <li>Professional services of a physiotherapist, chiropractor, osteopath or podiatrist, if these services are prescribed by a <i>physician</i>. Maximum: \$300 per discipline.</li> <li>The professional must not be related to the <i>insured person</i> in order to cover his fees.</li> </ul>

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#### Emergency medical care outside your province of residence

Type of expenses	What is covered	
Dental care	<ul> <li>Expenses for a dentist to perform an <i>emergency</i> dental treatment on natural and healthy teeth.</li> <li>Maximum: \$500 per <i>trip</i>, except in the event of an accidental blow to the mouth; the maximum coverage for an accidental blow to the mouth is \$2,000.</li> </ul>	
	<ul> <li>An accidental blow to the mouth is an accidental blow that causes a fracture or dislocation of the jaw or damage to one or more natural and healthy teeth.</li> <li>Coverage for an accidental blow to the mouth does not include voluntary introduction of objects into the mouth, chewing accidents or damage to artificial, unhealthy or previously treated teeth.</li> <li>You must submit X-rays taken before and after the accident.</li> <li>When treatment for an accidental blow to the mouth occurs following a return from a <i>trip</i>,</li> </ul>	
	expenses are covered for up to 6 months after the date of the accident.	
Medical equipment	<ul> <li>Expenses for the purchase or rental of crutches, canes or splints.</li> <li>Rental expenses for other medical equipment or devices, such as a wheelchair or orthotic.</li> <li>The use of such medical equipment or devices must be prescribed by a physician.</li> </ul>	
Diagnostic fees	Fees for laboratory, X-ray or other diagnostic tests ordered by a physician.	
Prescription medication	Medication prescribed by a <i>physician</i> to treat a <i>medical condition</i> that is not included in the list of excluded products. For more details, see article 1.3 d) in section B.	

#### Transportation and subsistence expenses

We refund transportation and subsistence expenses planned and approved by the assistance provider during the trip.

Type of expenses	What is covered
Medical transportation expenses	<ul> <li>Expenses to transport you to the closest suitable medical facility or, if necessary, the transfer from one medical facility to another. Transportation may be carried out via road, sea or air.</li> </ul>
Repatriation expenses	<ul> <li>Expenses to return you to your province of residence following an <i>emergency</i> to receive <i>treatments</i>.</li> <li>Return expenses for <i>family members</i> are covered if the <i>medical condition</i> you are suffering from inhibits their planned return.</li> <li>Repatriation must be approved by the <i>assistance provider</i>.</li> <li>Medical attendant expenses are included if they are approved by the <i>assistance provider</i>.</li> <li>If you are travelling with children under your care and you are hospitalized for more than 24 hours, childcare expenses or repatriation of children are covered.</li> <li>Child attendant expenses are included if they are approved by the <i>assistance provider</i>.</li> </ul>

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### Emergency medical care outside your province of residence

Type of expenses	What is covered
Transportation to the bedside of the insured person	<ul> <li>Some expenses incurred by a member of your family or a friend to travel to your bedside are covered if: <ul> <li>you remain hospitalized for at least 7 consecutive days; and</li> <li>the <i>physician</i> confirms in writing that the visit is necessary.</li> </ul> </li> <li>The expenses covered are: <ul> <li>round trip travel (economy class);</li> <li>accommodations, meals and childcare, up to \$300 per day for a maximum of 10 days;</li> <li><i>travel insurance.</i></li> </ul> </li> <li>In the event of death, these expenses are also covered if a <i>family member</i> or a friend must travel to identify the body of the <i>insured person</i>.</li> </ul>
Return of vehicle	<ul> <li>Expenses to return your personal vehicle to your residence, or to return a rental vehicle to the nearest rental agency, if you are incapable of driving due to a <i>medical condition</i> occurring during the <i>trip</i>.</li> <li>Maximum of \$5,000.</li> <li>The physician must submit a written attestation to confirm your inability to drive.</li> </ul>
Return of baggage	<ul> <li>Expenses to return your baggage to your residence in the event of an <i>emergency</i> repatriation to receive medical care.</li> <li>Maximum of \$500.</li> <li>The assistance provider must approve your repatriation beforehand.</li> </ul>
Return of an animal	<ul> <li>Expenses to return your pet to your residence in the event of an <i>emergency</i> repatriation to receive medical care.</li> <li>Maximum of \$500.</li> <li>The assistance provider must approve the repatriation beforehand.</li> </ul>
Return of deceased	<ul> <li>In the event of your death during a <i>trip</i>, one of the following expenses: <ul> <li>preparation and transportation of your body to your province of residence; or</li> <li>cremation or burial in the place of death.</li> </ul> </li> <li>Maximum of \$10,000.</li> <li>The cost of a casket, urn or headstone is not covered.</li> </ul>
Subsistence expenses	<ul> <li>Expenses for accommodations and meals if you must postpone your date of return because you or a travel companion suffered a medical condition requiring emergency medical care.</li> <li>Maximum of \$300 per day, \$3,000 total per person.</li> </ul>

## 1.3 CAUTION – Coverage exclusions, limitations and reductions

#### a) Pre-existing conditions

We do not pay any benefits for a pre-existing *medical condition* (other than a *minor ailment*) that has not been stable within 3 months (6 months if you are 55 to 64 years old or 12 months if you are 65 years or older) before the *date of departure*.

A *medical condition* is considered stable when all of the following statements are true:

- No new *treatment* has been prescribed or recommended, or the current *treatment* has not been modified or interrupted;
- No changes have been made to a prescribed medication (increase or decrease in dosage, or stopping the medication), or no other medication has been prescribed or recommended;
- 3. The medical condition has not worsened;
- No new symptoms have appeared, or there is no worsening or increase in the frequency of existing symptoms;
- 5. There has been no *hospitalization* or recommendation to consult a specialist;
- 6. There is no exam, medical test for investigative purposes or *treatment* that has been recommended, is incomplete or is awaiting results;
- 7. There are no scheduled or pending treatments.

## b) Circumstances under which no benefit is payable

We do not pay any benefits if the *medical condition* is directly or indirectly related to one of the following causes:

- 1. Any symptom or condition:
  - > you have ignored, even though it would have been reasonable to consult a *physician*
  - for which you did not get a diagnostic exam ordered by your physician
  - for which you have not taken the medication or followed the *treatment* recommended before or during the *trip*
  - for which it was reasonable to expect, on the date of departure, to require medical care during the trip.

- Pregnancy, childbirth or resulting complications, occurring after the first 32 weeks of pregnancy.
- 3. Participation in an athletic or high-risk activity:
  - any athletic activity for which you are compensated
  - any sporting event for which the winners receive cash prizes.
- Any extreme sport or high-risk activity including, but not limited to:
  - hang-gliding and paragliding
  - parachuting and skydiving
  - > bungee jumping
  - rock climbing or mountain climbing (grade 4 or 5 on the YDS)
  - freestyle skiing
  - kitesurfing
  - scuba diving activity outside the limits of your certification or below 30 metres
  - any combat sport
  - any speeding competition or event, including training
  - any risky activity requiring the use of a motorized vehicle on land, in the water or in the air, including training taking place on approved circuits or elsewhere
  - any sport or activity for which you have to sign a liability waiver. This clause does not apply to sports or activities that are normally offered to the general public without training or specialized qualifications.
- 5. Any risky behaviour including, but not limited to:
  - non-compliance with safety instructions, warning signs
  - , finding yourself or being in prohibited areas.
- Abuse (i.e., consuming more than the recommended amount) of prescription or over-the-counter medication, or alcohol abuse (blood alcohol level greater than 80 milligrams per 100 millilitres of blood).
- 7. Use of drugs or non-prescription medication or any form of addiction or alcoholism, including the effects of withdrawal.

#### *Emergency* medical care outside your province of residence

- 8. Participation in a criminal act or an attempted criminal act (in the country where the expenses were incurred).
- The primary or secondary purpose of the trip is for a medical consultation or to receive medical treatments or assisted reproduction treatments, even if recommended by a physician.
- 10. Travelling to a place for which the government of Canada has issued, before your date of departure, a travel advisory to avoid all trips or any nonessential trips there. If the government of Canada issues an advisory during your stay at the location affected by this notice, you must make the necessary arrangements to comply with this recommendation as soon as possible. For travel warnings, visit the Government of Canada's travel website.
- **11.** Suicide, attempted suicide or self-inflicted injury, regardless of your mental state at the time.
- **12.** Any mental, psychological, psychiatric or nervous problems, unless you have been hospitalized for this condition.
- **13.** One of the following circumstances:
  - > war, declared or undeclared
  - > voluntary participation in a riot or insurrection
  - > a rebellion
  - a revolution
  - > a hijacking
  - > a kidnapping
  - > an act of terrorism
  - > exposure to nuclear reaction or radiation
  - radioactive, biological or chemical contamination
  - any participation in the armed forces.

#### c) Care not covered

We do not pay any benefits for the following types of care or any expenses directly or indirectly related to these types of care or associated complications:

- **1.** any care for a child born during a *trip* after 32 weeks of pregnancy
- 2. any care given when you are back in your province of residence, except expenses for the *treatment* of a blow to the mouth
- **3.** any care or treatment that is not insured by your public health and hospitalization insurance plan

4. any non-*emergency*, experimental or elective treatment (e.g., plastic surgery, chronic care, rehabilitation, including costs arising from direct or indirect complications.

#### d) Medications or products not covered

We do not pay any benefits for medications prescribed before the *trip* departure or for medications or products available over the counter, even if prescribed.

## e) *Treatment* without prior approval from the *assistance* provider

We do not pay any benefits if you undergo medical tests for investigative purposes, receive a *treatment* or undergo a surgical operation without receiving prior approval from the *assistance provider* or when these tests and treatments are not considered an *emergency* by the *assistance provider*.

#### f) Failure to contact the assistance provider

We may reject your claim if you have not submitted the fees to the *assistance provider* in advance for approval.

You must therefore contact the *assistance provider* at 1-844-783-7603 or 514-394-0075 (call collect) to report a *medical condition* before incurring medical or transportation expenses.

You must also contact the *assistance provider* before incurring new expenses if the *medical condition* recurs or presents complications and requires a new care, a new *treatment*, a new exam or requires a care or *treatment* to be prolonged, resumed or modified.

#### g) Travel against medical advice

We do not pay any benefits if a *physician* advises you not to travel.

## h) Failure to follow *physician*'s or *assistance provider*'s recommendations

Your coverage will be terminated immediately if you refuse repatriation, a transfer to another healthcare facility, a diagnostic exam or a *treatment* recommended by your attending *physician* or the *assistance provider*.

We will not refund any expenses incurred thereafter.

## 2. Trip cancellation and interruption

### 2.1 Conditions to meet in order to be covered during a trip

All of the following conditions must be met:

- > You must meet all the eligibility criteria and medical requirements outlined in section A, article 4 on the *date* of *departure*; and
- "Cancellation and interruption" coverage must appear in the section "subscribed coverage" of your Conditions Summary; and
- > The trip must be covered, as explained in article 3, section A.

If you have annual protection coverage, you must meet all the eligibility criteria and medical requirements outlined in article 4 of section A at the time of purchase and the *date of departure* of each *trip*.

### 2.2 Covered causes of trip cancellation or interruption

The coverage pays expenses if you or your *travel companion* must cancel, postpone, interrupt or extend your *trip* as a result of one or more of the following events occurring after the start of the coverage:

- illness or injury. A physician must attest to the medical condition and must also recommend the cancellation or interruption of the trip
- > hospitalization, quarantine or death
- family member, child caregiver, business associate, key employee of your company or person for whom you are the executor or mandatary in the event of incapacity is ill, injured, hospitalized or deceased
- you are summoned for jury duty or to act as a witness or defendant in legal proceedings scheduled during your *trip*, unless this is part of your regular duties as a peace officer
- summons to service, as a member or reservist of the armed forces, peacekeeping services, police or firefighters
- following a disaster, your principal residence is uninhabitable or, if you are the owner or primary shareholder of a company, your place of business or that of your company cannot be occupied
- your employer requests your transfer or promotion and you must relocate
- involuntary loss of your employment if you were a permanent employee with the same employer for over a year
- death or hospitalization of your host at the trip destination

- travel advisory, in effect at the time of the *trip*, issued by the government of Canada recommending against a *trip* to the destination once reservations have already been made
- your visa application is rejected (unless the application was late or a similar application was previously rejected)
- theft of your passport
- your child is born prematurely and before the start of your trip (if the *trip* was scheduled to take place during the first 32 weeks of pregnancy)
- your pregnancy is confirmed after booking the *trip* (if the *trip* is scheduled to take place after the 32<sup>nd</sup> week of pregnancy and up to 8 weeks after the expected delivery date)
- you legally adopt a child (if the date of the adoption is only confirmed after the *trip* is booked and the adoption is scheduled to take place during the *trip*)
- you miss your departing, connecting or return flight as a result of a mechanical failure of the means of transportation, weather conditions, a road accident, police-directed road closure or change of schedule by the *carrier* (bus, plane, train, etc.), provided that the original travel arrangements would have allowed you to arrive at least 2 hours before your departure
- cancellation by the *carrier* of a cruise planned during the *trip*.

### 2.3 Covered expenses

#### Trip cancellation or delay

In the event the *trip* is cancelled or delayed before the *date of departure*, we will reimburse the lesser of the expenses listed in the following table:

- > the actual cost of the trip,
- > the cost of the insured trip, which appears on your Conditions Summary, or
- > \$2,500

Additional transportation expenses	Costs for schedule changes (or the alternative lowest-cost option in economy class) initiated by the <i>carrier</i> to bring you to the <i>trip</i> destination or to resume the original itinerary.		
Accommodation expenses	Additional accommodation expenses required by the hotel when you travel while your <i>travel companion</i> cancels his departure due to a covered cause of cancellation or interruption.		
Subsistence expenses incurred due to a departing flight delay	<ul> <li>Your accommodation and meal expenses (as well as associated transportation expenses), essential telephone calls and transportation back to your residence if:</li> <li>the departing flight is delayed more than 4 hours, or</li> <li>you are prevented from boarding the departing flight because it has been overbooked by the <i>carrier</i> and another flight cannot be provided within 4 hours of the original departure time.</li> <li>Coverage is only valid if you check in with the <i>carrier</i> at least 3 hours before the expected flight departure time.</li> <li>Maximum of \$250 per day, \$500 total per <i>insured person</i>.</li> </ul>		
Unused and non-refundable portion of the cost of a prepaid <i>trip</i>	<ul> <li>In the event of cancellation, we will refund a portion of the cost of the <i>trip</i> if:</li> <li>a covered cause of cancellation or interruption occurs</li> <li>the <i>trip</i> is cancelled by the <i>carrier</i></li> <li>the <i>trip date of departure</i> is delayed by the <i>carrier</i> for a period of more than 30% of the total length of the <i>trip</i>.</li> </ul>		

#### Trip interruption

In the event the *trip* is interrupted, we will reimburse the expenses listed in the following table up to a maximum of \$5,000.

Additional transportation costs in the event of delay during the <i>trip</i> or in the event of a delayed return	Costs for schedule changes (or the alternative lowest-cost option in economy class) initiated by the <i>carrier</i> to bring you to the <i>trip</i> destination, to resume the original itinerary or to bring you to your point of departure if a covered cause occurs.
Subsistence expenses	<ul> <li>Your accommodation and meal expenses (as well as associated transportation expenses) and essential telephone calls:</li> <li>you must interrupt your <i>trip</i></li> <li>you must postpone your return</li> <li>the <i>carrier</i> cancels, or</li> <li>the <i>carrier</i> has a delay over 6 hours, due to a covered cause.</li> <li>Maximum \$250 per day, \$2,500 per <i>insured person</i>.</li> </ul>
Unused and non-refundable portion of the cost of a prepaid <i>trip</i>	<ul> <li>In the event of interruption, we will refund a portion of the cost of the <i>trip</i> if:</li> <li>a covered cause of cancellation or interruption occurs</li> <li>the <i>trip</i> is cancelled by the <i>carrier</i></li> <li>the <i>trip date of departure</i> is delayed by the <i>carrier</i> for a period of more than 30% of the total length of the <i>trip</i>.</li> </ul>

#### Bankruptcy of Canadian travel provider

If your *trip* or a portion of your *trip* cannot be completed due to bankruptcy, receivership or insolvency of a *travel provider* whose office is in Canada, the *trip* cancellation or interruption coverage will reimburse the unused and non-refundable portion of the cost of the insured *trip* (which appears on your *Conditions Summary*).

The refund is limited to the lesser amount of the following:

- > the actual cost of the trip,
- > the cost of the insured trip, which appears on your Conditions Summary, or
- > \$2,500

When a *travel provider* ceases operations, the total benefits payable by us cannot exceed \$2,000,000 for all of our insureds.

Additionally, if more than one *travel provider* ceases operations during the same calendar year, the total benefits payable cannot exceed \$5,000,000.

### 2.4 CAUTION – Coverage exclusions, limitations and reductions

#### a) Pre-existing conditions

We do not pay any benefits for a pre-existing *medical condition* (other than a *minor ailment*) that has not been stable within 3 months (6 months if you are 55 to 64 years old or 12 months if you are 65 years or older) before the *date of departure*.

A *medical condition* is considered stable when all of the following statements are true:

- No new treatment has been prescribed or recommended, or the current treatment has not been modified or interrupted;
- No changes have been made to a prescribed medication (increase or decrease in dosage, or stopping the medication), or no other medication has been prescribed or recommended;
- 3. The medical condition has not worsened;
- No new symptoms have appeared, or there is no worsening or increase in the frequency of existing symptoms;
- **5.** There has been no *hospitalization* or recommendation to consult a specialist;

- 6. There is no exam, medical test for investigative purposes or *treatment* that has been recommended, is incomplete or is awaiting results;
- 7. There are no scheduled or pending treatments.

All of the above conditions must be met for a *medical condition* to be considered stable.

## b) Circumstances under which no benefit is payable

We do not pay any benefits if the *medical condition* is directly or indirectly related to one of the following causes:

- 1. Any symptom or condition:
- you have ignored, even though it would have been reasonable to consult a *physician*
- for which you did not get a diagnostic exam ordered by your physician
- for which you have not taken the medication or followed the *treatment* recommended before or during the *trip*
- for which it was reasonable to expect, on the *date of departure*, to require medical care during the *trip*.

#### *Trip* cancellation and interruption

- **2.** Pregnancy, childbirth or resulting complications, occurring after the first 32 weeks of pregnancy.
- 3. Participation in an athletic or high-risk activity:
  - any athletic activity for which you are compensated
  - any sporting event for which the winners receive cash prizes.
- **4.** Any extreme sport or high-risk activity including, but not limited to:
  - hang-gliding and paragliding
  - parachuting and skydiving
  - > bungee jumping
  - rock climbing or mountain climbing (grade 4 or 5 on the YDS)
  - freestyle skiing
  - kitesurfing
  - scuba diving activity outside the limits of your certification or below 30 metres
  - > any combat sport
  - any speeding competition or event, including training
  - any risky activity for which you have to sign a liability waiver. This clause does not apply to sports or activities that are normally offered to the general public without training or specialized qualifications.
- Abuse (i.e., consuming more than the recommended amount) of prescription or over-the-counter medication or alcohol abuse (blood alcohol level greater than 80 milligrams per 100 millilitres of blood).
- 6. Use of drugs or non-prescription medication or any form of addiction or alcoholism, including the effects of withdrawal.
- 7. Participation in a criminal act or an attempted criminal act (in the country where the expenses were incurred).

- 8. The primary or secondary purpose of the *trip* is for a medical consultation or to receive *treatments* or assisted reproduction *treatments*, even if recommended by a *physician*.
- 9. Travelling to a place for which the government of Canada has issued, before your *date of departure*, a travel advisory to avoid all *trips* or any nonessential *trips* there. If the government of Canada issues an advisory during your stay at the location affected by this notice, you must make the necessary arrangements to comply with this recommendation as soon as possible. For travel warnings, visit the Government of Canada's travel website.
- **10.** Suicide, attempted suicide or self-inflicted injury, regardless of your mental state at the time.
- 11. One of the following circumstances:
  - war, declared or undeclared
  - > voluntary participation in a riot or insurrection
  - a rebellion
  - a revolution
  - a hijacking
  - a kidnapping
  - > exposure to nuclear reaction or radiation
  - > radioactive, biological or chemical contamination
  - > any participation in the armed forces.
- **12.** Any mental, psychological, psychiatric or nervous problems, unless you have been hospitalized for this condition.
- **13.** Inability to obtain desired accommodation on your part.
- 14. Financial difficulties on your part.
- **15.** Aversion to travel or air transportation on your part.

# c) Circumstances under which no benefit is payable

1. The primary or secondary purpose of the *trip* is to visit someone who is sick or injured and the *trip* cancellation, interruption or extension is due to a change in the health condition of this person.

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#### Trip cancellation and interruption

- 2. You have not respected the deadlines for:
  - notifying us
  - > notifying your travel agency or travel provider, or
  - submitting the claim form or required proof to us.
- **3.** The insurance was taken out or the *trip* purchased when it was reasonably possible for you to foresee an event preventing the *trip* from being completed as planned.

#### d) Travel against medical advice

We do not pay any benefits if a *physician* advises you not to travel.

#### e) Acts of terrorism limitation

We reduce the benefits payable by 50% if the event that leads to an accepted claim was the direct or indirect result of an *act of terrorism*.

The total benefits payable related to an *act of terrorism* or a series of *acts of terrorism* occurring within a period of 72 hours cannot exceed \$5,000,000 for all of our insureds.

Additionally, the total benefits payable as a direct or indirect result of *acts of terrorism* cannot exceed \$10,000,000 during a given calendar year.

#### f) Maximum benefits payable and global responsibility

In addition to the provisions set out in (e) *Acts of terrorism* limitation and under "Bankruptcy of Canadian *travel provider*":

Our overall liability cannot exceed \$3,000,000 for all our insureds, whether this liability is linked directly or indirectly to the same event that would affect several insureds during the same 3-month period.

In addition, the total amount payable for events affecting several of our insureds cannot exceed \$5,000,000 during a given calendar year.

Baggage coverage

### 3. Baggage coverage

# 3.1 Conditions to meet in order for your baggage to be covered during a *trip*

In order for your baggage to be covered during a *trip*, you must meet all the following conditions:

- You must meet all the eligibility criteria and medical requirements outlined in section A, article 4 on the *date of departure*.
- "Baggage" coverage must appear in the section "subscribed coverage" of your *Conditions Summary*.
- The *trip* must be covered, as explained in article 3, section A.

## **If you have opted for an annual coverage plan**, you must meet the eligibility criteria on the *date*

of departure of each trip.

### 3.2 Circumstances under which your baggage is covered

#### Damage, loss or theft

Your baggage is covered for damage, loss or theft at all times during the trip up to a maximum of \$1,500 per *insured person*, per *trip*.

The benefit payable for this coverage is limited to the cost of the damaged, lost or stolen item, up to a maximum of \$250 per item. If the item is part of a collection or set, the benefit is limited to a proportion of the total value.

#### **Replacement of official travel documents**

Expenses related to replacing official travel documents that are lost or stolen are covered up to a total maximum of \$150 per *insured person*.

Official travel documents include: passport, driver's licence, birth certificate, visa, emergency travel document, etc.

#### Delayed checked baggage

If your baggage checked with a *carrier* is delayed 6 hours or more, we reimburse any essential purchases (clothing and toiletries) or sporting equipment up to a maximum of \$500 per *insured person*.

The items and equipment must have been purchased or rented before your baggage arrives.

If your baggage is then found to be damaged or reported lost or stolen, the benefit payable for damage, loss or theft will be reduced to the amount paid for the delay.

## 3.3 CAUTION – Coverage exclusions, limitations and reductions

#### a) Limitation according to item category

- Any items made of gold, silver or platinum, as well as watches are collectively considered as one item. The maximum amount payable per item and per *insured person* therefore applies to the group of items.
- Likewise, all electronic items (including, among others, electronic tablets, mobile phones, laptop computers and game consoles) are considered as one item.
- **3.** All photography equipment (cameras or accessories) is also considered as one item.

The maximum benefit payable for all items in these 3 categories is \$500.

#### **Example 1**

Mario's electronic tablet and his phone are stolen.

Because these two items are part of the same category, we will pay Mario \$250 for all the items stolen.

#### Example 2

Julie's baggage is lost during her return trip.

In addition to her clothing, Julie's suitcase also contained gold jewelry, a game console purchased for her nephew and a video camera.

These articles belong to three different categories, each of which is limited to  $250 (250 \times 3 = 750)$ .

We will pay Julie a benefit of \$500 because the maximum benefit payable for all items from these categories is limited to this amount.

#### b) Items not covered

- 1. Automotive vehicles, motorboats or other vehicles, as well as their parts and accessories, and bicycles (unless checked as baggage with the *carrier*)
- 2. Furniture and accessories

- **3.** Glasses, contact lenses, dental prosthetics or devices, orthotics and artificial limbs
- 4. Traveller's cheques, gift cards, currency, tickets, precious stones, ingots and documents of title or other negotiable instruments
- 5. Professional or commercial property or equipment
- 6. Antiques or collectibles
- 7. Perfumes or cosmetics
- 8. Animals, living plants or perishable products and consumables
- 9. Any item not customarily stored in baggage.

Damage to fragile items is not covered except in the case of fire or vandalism.

## c) Circumstances under which no benefit is payable

- **1.** Fraud, confiscation by authorities, contraband or illegal activities
- 2. Damage caused by normal wear and tear
- 3. Damage caused by insects or animals
- 4. Mysterious disappearance, except in cases where baggage was checked with a carrier
- 5. Earthquake, nuclear contamination or flood
- 6. Any event resulting from negligence on your part or on the part of your *travel companions* (e.g., theft of baggage left in an unlocked vehicle or residence) or if you have not taken reasonable measures to reclaim your baggage after noticing it was lost.
- 7. One of the following circumstances:
  - war, declared or not
  - > voluntary participation in a riot or insurrection
  - any participation in the armed forces.

### 4. Accidental death and dismemberment

#### 4.1 Conditions to meet in order to be covered during a trip

In order to be covered during a trip, you must meet all of the following conditions:

- > You must meet all the eligibility criteria and medical requirements outlined in section A, article 4 on the date of departure.
- > "Death and dismemberment" coverage must appear in the section "subscribed coverage" of your Conditions Summary.
- > The trip must be covered, as explained in article 3, section A.

If you have opted for an annual coverage plan, you must meet all the eligibility criteria and medical requirements described in article 4, section A on the *date of departure* of each *trip*.

#### 4.2 Covered situations and benefits payable according to circumstances

We pay a benefit in the event of your death or if you suffer a dismemberment due to an *accident* during the *trip*. Benefits payable vary according to the situation in which the *accident* occurs, as indicated in the following table:

	TYPE OF ACCIDENT		
TYPE OF LOSS	Air transportation	Other carrier	Any other accident
Death	\$100,000	\$100,000	\$50,000
Loss of limb, or loss of use of 2 or more limbs	\$100,000	\$100,000	\$50,000
Loss of limb, or loss of use of limb	\$50,000	\$50,000	\$25,000

In order to be covered, the death, loss of limb or loss of use of a limb must:

- > be caused by an accident, and
- > occur in the 365 days following the accident.

#### Disappearance of an insured person

An *insured person* who disappears in an accident that occurs during a *trip* and is presumed dead if his body is not found in the year following the date of the *accident*. The death may be fixed at another date if different evidence is submitted or if a declarative judgment is rendered by the Court.

### (1) 4.3 CAUTION – Coverage exclusions, limitations and reductions

# a) Circumstances under which no benefit is payable

We do not pay any benefit if the *accident* resulting in death or dismemberment is directly or indirectly related to:

- **1.** A suicide, attempted suicide or self-inflicted injury, regardless of your mental state.
- 2. One of the following circumstances:
  - > war, declared or undeclared
  - > voluntary participation in a riot or insurrection
  - > a revolt
  - > a revolution
  - > a hijacking
  - > a kidnapping
  - > an act of terrorism
  - exposure to nuclear reaction or radiation
  - > radioactive, biological or chemical contamination
  - any participation in the armed forces.
- **3.** An injury you suffer while travelling on board a *carrier* other than as a *passenger*.
- 4. Participation in an athletic or high-risk activity:
  - any athletic activity for which you are compensated
  - any sporting event for which the winners receive cash prizes.
- 5. Any extreme sport or high-risk activity including, but not limited to:
  - hang-gliding and paragliding
  - parachuting and sky diving
  - > bungee jumping
  - rock climbing or mountain climbing (grade 4 or 5 on YDS)
  - freestyle skiing
  - kitesurfing
  - scuba diving activity outside the limits of your certification or below 30 metres
  - > any combat sport
  - any speeding competition or event, including training
  - any risky activity requiring the use of a motorized vehicle on land, in the water or in the air, including training taking place on approved circuits or elsewhere

- any sport or activity for which you have to sign a liability waiver. This clause does not apply to sports or activities that are normally offered to the general public without training or specialized qualifications.
- Abuse (i.e., exceeding the recommended dosage) of prescription or over-the-counter medication or alcohol abuse (blood alcohol level greater than 80 milligrams per 100 millilitres of blood).
- 7. Use of drugs or non-prescription medication or any form of addiction or alcoholism, including the effects of withdrawal.
- 8. Participation in a criminal act or an attempted criminal act (in the country where the expenses were incurred).
- 9. Travelling to a place for which the government of Canada has issued, before your *date of departure*, a travel advisory to avoid all *trips* or any nonessential *trips* there. If the government of Canada issues an advisory during your stay at the location affected by this notice, you must make the necessary arrangements to comply with this recommendation as soon as possible. For travel warnings, visit the Government of Canada's travel website.

#### b) Coverage limitation due to age

For *insured persons* aged 65 and older, benefits are limited to 50% of the amounts provided in the event of accidental death and 25% of the amounts provided for the *loss* or *loss of use* of one or more limbs.

# c) Maximum benefits payable and global responsibility

The maximum benefit for a single *accident* is limited to:

Air transportation	Other carrier	Any other accident	
\$100,000	\$100,000	\$50,000	

We can make the payment in one or more installments.

The total benefits payable for the same accident cannot exceed \$10,000,000 for all of our insureds. The benefit paid to each *insured person* may be reduced so the maximum amounts are not exceeded.

# **SECTION C** Additional information regarding the insurance

#### 1. Currency

Amounts payable under the terms of this present policy, whether to the *insurer* or by the *insurer*, will be in Canadian dollars.

### 2. Interest

Benefits paid under the terms of this present policy do not earn interest.

### 3. Fraud or attempted fraud

You must be honest with the *insurer* at all times. If you knowingly make a false or fraudulent claim in any way, you will not be eligible for benefits and no further benefits will be paid for the coverage for which a claim is made. Fraud or attempted fraud includes deliberate misrepresentation of facts or circumstances surrounding a claim.

### 4. Subrogation

The *insurer* reserves the right of action against any third party responsible for damages that lead to a claim. The *insurer* will be responsible for legal fees and will receive any compensation payable by the third party, up to the maximum amount of the coverage. You must submit any documents required by the *insurer* to take action for damages. You retain the right to take action against the third party for compensation in addition to benefits paid by the *insurer*.

### 5. Changes to the policy

Any changes to the present policy are only valid and applicable if confirmed in writing by the *insurer*.

#### 6. Quality and availability of care

The assistance provider and the insurer are not responsible for the quality of care received or if care is difficult or impossible to obtain.

# 7. Complaints and appeals regarding a claim

Any *insured person* can file a complaint against the *insurer* or appeal a decision by the *insurer* concerning a claim by contacting the *insurer*:

#### National Bank Life Insurance Company

800 Saint-Jacques Street, Office 16701 Montreal, Quebec H3C 1A3 Tel.: 1-877-871-7500

You can consult the *insurer*'s Complaint Examination Policy on the website **nbc-insurance.ca**.

The maximum time limits to appeal from a decision are indicated in article 8, section C.

If we have not responded to your complaint or if you are not satisfied and would like to take your case further, you can, at your discretion and concurrently:

- > ask your insurer to review your file; or
- contact your legal counsel; or
- > contact one of the following organizations:

#### **Residents of Quebec**

Contact the Autorité des marchés financiers (AMF). The contact information for the AMF is found in the Autorité des marchés financiers contact information section below.

#### Residents of other provinces:

#### Contact:

The OmbudService for Life & Health Insurance (OLHI) 401 Bay Street, Suite 1507, P.O. Box 7 Toronto, Ontario M5H 2Y4 Toll-free within Canada: 1-888-295-8112

In Toronto: 416-777-9002 Website: olhi.ca

# 8. Limitation of action – Specific rules depending on your province of residence

#### For residents of New Brunswick

An 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 residents of Ontario

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 Limitations Act, 2002*.

#### For residents of Quebec

Every action or proceeding against an *insurer* for the recovery of insurance money payable under the contract is absolutely barred unless commenced within 3 years.

#### For residents of other provinces

For the applicable time limitation period, please refer to the regulatory agency of your province or consult with your legal counsel.

# 9. We collect, use and disclose your personal information

The *insurer* collects, uses and communicates your personal information, in particular to:

- verify your identity
- provide you with the requested products and services and manage your account
- understand your financial needs, to select products and services that suit you and to improve your interactions with the *insurer*, unless you refuse
- > prevent fraud, manage risks and comply with laws
- enable the *insurer* to improve and develop its products and services and better understand its customers
- enable the *insurer* to present offers and other promotional communications or those of its business partners, unless you refuse

for any other purpose set out in our Privacy Policy available on nbc.ca. Your personal information will be kept by the *insurer* for a reasonable period of time following the end of the business relationship in order to comply with its legal obligations.

The policy mentions among others:

- what information we collect, with whom we communicate it and how we use and store it
- your options and rights
- how to manage your consent

If you have any questions, you can contact the *insurer* or our Privacy Officer at **confidentiality@nbc.ca**.

We will establish an insurance file to preserve any information about claims. This file will be kept in our offices. You are entitled to have access to the personal information contained in your file and, if applicable, have it corrected.

For more information, consult our privacy policy, available online at **nbc-insurance.ca**.

#### **10. Similar insurance products**

Other insurance products offer the same coverage as the *travel insurance* described in this policy. There are also products that offer coverage to supplement the *travel insurance*.

# 11. Insurer's deadline for replying after receiving a claim

Usually, we will communicate to the *policyholder* or the *insured person* our decision on whether benefits are payable or not within 60 days after receiving all requested documents. Once we decide to approve a claim, it must be paid within the same 60 days following the receipt of all requested documents.

# 12. Autorité des marchés financiers contact information

For more information about the *insurer*'s and distributor's obligations within the province of Quebec, contact the Autorité des marchés financiers:

#### Autorité des marchés financiers

Place de la Cité, Cominar Tower 2640 Laurier Blvd., 4<sup>th</sup> floor Quebec City, Quebec G1V 5C1 Quebec City: 418-525-0337 Montreal: 514-395-0337 Elsewhere in Quebec: 1-877-525-0337 Fax: 1-877-285-4378 lautorite.qc.ca

#### **13. Beneficiary Designation**

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

#### 14. Statutory Conditions

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

# <mark>secтіон d</mark> Definitions

Words in italics in the policy have the following meaning:

**Accident:** a sudden, unintentional and unforeseen event that directly and independently of all other causes results in damages, loss or injury.

Act of terrorism: a series of acts of violence (attacks, hostage-taking) committed by an organization or individual to create a climate of insecurity, blackmail a government or fuel hatred of a community, country or system.

**Assistance provider:** CanAssistance Inc., the company mandated by the insurer to receive claims and requests for assistance services.

*Carrier:* any land, air or water conveyance operated by an entity legally authorized to transport *passengers* for pay, which accepts all members of the public who wish to travel as long as there is space on board and to which access cannot legally be refused.

**Conditions Summary:** custom document entitled Conditions Summary given to you. This document summarizes the coverage you have subscribed to and benefit from by paying the premium.

Date of departure: for Baggage coverage, the date on which you leave your residence. For the other coverages, the date on which you leave your province of residence. For a coverage extension, the date of departure is the day following the date of return of the original insurance contract.

**Date of return:** for Baggage coverage, the date on which you return to your residence. For the other coverages, the date on which you return to your province of residence.

**Date of termination:** date of termination of the contract indicated on your *Conditions Summary.* 

**Emergency:** a sudden and unexpected *medical condition* requiring immediate *treatment*. An emergency ends when it is established by the *assistance provider* that no *treatment* is required at your destination or you are able to return to your province or territory of residence to receive such *treatments*.

*Family member:* spouse, child, father, mother, grandparents, brother or sister of the *policyholder* or of the *spouse*.

**Hospital:** a registered facility whose staff provide care and *treatments* to inpatients and outpatients. The *treatments* must be supervised by *physicians*, and licensed nurses must be present 24 hours a day. Surgical and diagnostic services must be available on-site or in facilities managed by the establishment.

The following facilities are not considered hospitals:

- > facilities licensed or used primarily as a clinic;
- extended or palliative-care facilities, chronic-care hospitals or the chronic-care wing of a hospital;
- > convalescent homes or rest homes;
- health resorts or nursing homes;
- > drug or alcohol treatment centres.

**Hospitalization:** admission to a *hospital* as an inpatient to receive preventative, diagnostic or medical *treatment*. Day surgery is also considered a hospitalization. A *hospital* stay for convalescent or rehabilitation care is not considered a hospitalization.

*Insured person:* eligible person whose name appears on your *Conditions Summary* and for whom the premium has been paid.

Insurer: National Bank Life Insurance Company.

*Loss of limb:* the following events constitute the loss of one limb:

- complete severance at or above the wrist or loss of use of a hand or arm;
- complete severance at or above the ankle or loss of use of a foot or leg;
- > complete and irrecoverable loss of sight in one eye;
- complete and irrecoverable loss of hearing in both ears;
- complete and irrecoverable loss of ability to utter intelligible sounds.

*Loss of use* (of a limb): complete and irrecoverable loss of the use of a limb that continues over a period of 12 months and is considered permanent.

**Medical condition:** any health disorder, illness or injury (including symptoms of undiagnosed conditions). To be considered a medical condition, the illness must be certified by a *physician*. Pregnancy is not considered an illness unless there are complications within the first 32 weeks.

*Minor ailment:* an injury or *medical condition* that was no longer present at least 30 days before the *trip* departure and which did not require:

- a) prescription medication to be taken for a period of more than 15 days;
- b) treatment at a hospital as in inpatient or outpatient;
- c) surgical intervention;
- d) consultation with a specialist physician.

Any chronic *medical condition* or complication of a chronic *medical condition* is not a minor ailment.

*Mysterious disappearance:* loss of an object without reasonable evidence of theft.

**Passenger:** person who is not acting as a pilot, operator or crew member aboard a *carrier* or who is boarding or disembarking from a *carrier*.

**Physician:** doctor of medicine legally authorized to prescribe and provide medical care in the country where the care is given and who is not an *insured person*, a *travel companion* or a person related to them.

**Policyholder:** person whose name appears first on your Conditions Summary.

**Spouse:** the person married to, in a civil union with or living in a conjugal relationship with the *insured person* for at least 12 months. This person is no longer considered a spouse if the union has been legally dissolved or this person has been living separately from the *insured person* for more than 3 months.

*Travel companion:* individual who accompanies the *insured person* for the entire duration of the trip.

*Travel insurance:* the travel insurance product offered by the insurer that appears on your *Conditions Summary*.

*Travel provider:* tour operator, travel agency, carrier, airline, hotel or chain of hotels. If multiple travel providers are owned by a single provider or other entity, the group is treated as a single travel provider.

*Treatment, treat:* medical act prescribed, supported or recommended by a *physician* related to a *medical condition*. This includes, but is not limited to, the following examples: prescription of medication, medical tests for investigative purposes, surgical intervention.

*Trip:* travel outside of your province of residence for recreational or business purposes. In the case of an annual coverage plan, trip means each of the trips taken outside your province of residence for recreational or business purposes, carried out during the period indicated on your *Conditions Summary*.

# Assistance

Assistance services are available free of charge while your *travel insurance* is in effect. Assistance services do not offer insurance benefits.

For 24-hour assistance, 7 days a week, contact the *assistance provider*:

#### CanAssistance

- Canada and the United States
   1-844-783-7603
- Elsewhere in the world, collect 514-394-0075



- Assistance services are not available in countries considered a high risk by the assistance provider. Contact the assistance provider for a list of highrisk countries.
- The assistance provider is not responsible if assistance is difficult or impossible to obtain or for the quality of assistance received.
- The assistance provider may request any information required to properly identify you and confirm that you are eligible for assistance services.

### 1. General and medical assistance

Assistance services:

- > Before the *trip*, the *assistance provider* will supply you with, upon request, information regarding required visas and vaccines.
- > During the *trip*, if you suffer an *accident* or sudden illness that requires medical attention from a *physician* or *hospitalization*, the *assistance provider* can provide you with the following assistance services:
  - refer you to a clinic or hospital
  - ensure follow-up of your medical file and contact your attending *physician*
  - arrange the return of dependent children if you are hospitalized

- offer interpretation services for emergency telephone calls
- handle formalities following a death
- assistance for lost or stolen identity documents (limited to contacting appropriate authorities)

- deliver urgent messages to you

- provide information on embassies and consulates.
- > If you incur medical expenses during your *trip*, the *assistance provider* can provide assistance regarding the procedures to follow to submit a claim to the public health insurance plan in your province of residence.
- > If your travel tickets or other vital travel documents are lost or stolen during your *trip*, the *assistance provider* can help you replace them.
- > The assistance provider can also help you find or replace your baggage and personal effects if they are lost or stolen during your *trip*.

### 2. Legal assistance

Assistance services offered if required during a trip:

- > The assistance provider can refer you to a lawyer or legal advisor who can provide local legal counsel or representation.
- > If you are arrested, the *assistance provider* can help you take the necessary steps for the payment of legal fees or the bail process.

1-877-871-7500

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