# BASIC

# Visitors to Canada

TuGo Travel Insurance









## **ABOUT US**

North American Air Travel Insurance Agents Ltd. doing business as TuGo® is a licensed insurance agency in all Canadian provinces and territories.

TuGo is a third-party administrator of travel insurance products and services. We develop and administer a variety of travel insurance plans for Canadian business and leisure travellers, visitors to Canada and international students.

OneWorld Assist Inc. doing business as Claims at TuGo® is our claims and assistance provider and performs all assistance services and administers claims on our behalf under this policy. Claims at TuGo provides ISO 9001:2015 certified service.

At TuGo, our mission is to help travellers have better experiences. TuGo specializes in products and services that enhance and enable travel. Founded in 1964, TuGo understands its customers' needs and is driven to provide top-rated service how, when and where its customers want it.

Our address is 1200-6081 No.3 Road, Richmond, BC V6Y 2B2 Canada.



TuGo is a proud member of The Travel Health Insurance Association (THIA). Travel insurance is designed to give all travellers the ability to protect themselves against unexpected medical costs and other expenses associated with the cancellation, interruption or delay of travel arrangements. The Travel Health Insurance Association (THIA) has developed a Travel Insurance Bill of Rights and Responsibilities to ensure travellers know what to expect from their travel insurance policies along with responsibilities they have when purchasing travel insurance. The Travel Insurance Bill of Rights and Responsibilities builds upon the following golden rules of travel insurance:

- Know your health
- Know your policy
- Know your trip
- Know your rights

For more information, visit thiaonline.com/Travel\_Insurance\_ Bill of Rights and Responsibilities.html

# IMPORTANT NOTICE - READ CAREFULLY BEFORE YOU TRAVEL

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

- Travel insurance covers claims arising from sudden and unexpected situations (i.e. accidents and emergencies and typically not follow-up or recurrent care).
- To qualify for this insurance, you must meet all of the eligibility requirements.
- This insurance contains limitations and/or exclusions (i.e. pre-existing medical conditions that are not stable, pregnancy, excessive use of alcohol, high risk activities).
- This insurance may not cover claims related to pre-existing medical conditions,
  whether disclosed or not at time of policy purchase. It is your responsibility to
  review the pre-existing medical condition exclusions and stability requirements,
  understand how they apply to you and how they relate to your departure date,
  date of purchase and/or effective date.
- 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, an extra deductible may apply.
- If your health changes after you have purchased your insurance, you are not
  required to call to update your Medical Questionnaire (if applicable) or modify your
  application. However, your health change may affect your coverage for pre-existing
  medical conditions and you may choose to contact us to review pre-existing
  medical condition coverage and discuss whether other coverage options
  are available.
- If your Super Visa application is delayed, contact your agent before the effective date of the Policy to change the coverage dates of your Policy.

IT IS **YOUR** RESPONSIBILITY TO UNDERSTAND **YOUR** COVERAGE. IF **YOU** HAVE QUESTIONS, CONTACT **US** OR VISIT **tugo.com**.

PLEASE READ YOUR POLICY CAREFULLY BEFORE YOU TRAVEL.

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

All words in italics have a specific meaning with a corresponding definition. Refer to the Definitions section on page 17 for details.

#### INTRODUCTION

Thank you for choosing TuGo. Be sure to review your policy wording and your Policy declaration before you travel. These documents also have important contact information, if you need emergency assistance or want to extend your coverage while you're away. In case you don't have access to the internet while travelling, we recommend that you save or download a copy of this policy wording before leaving on your trip. Or alternatively, you can print the Contact Us section of this policy wording. For printing instructions, see below.

Before you go, take note of these exclusive services:



#### TuGo Telemedicine powered by Maple

Online doctor visits anytime, anywhere in Canada! From *your* smartphone, tablet, or computer, connect directly with a Canadian-licensed doctor who can diagnose and *treat* common medical issues. Then, if applicable, pick up *your* prescription at a local pharmacy or get it delivered at no additional cost. Visit **getmaple.ca/tugo** and enter *your* TuGo policy details to create *your* account.

Note: You'll need to pay for prescriptions upfront, but will be reimbursed by Claims at TuGo. If you have a deductible on your policy, it won't apply to the online visit or to the resulting prescription expenses.



#### myTuGo®

Login to mytugo.com to modify or extend *your* Policy. *You* can also find assistance using *our* Clinic Finder, open a claim online or manage an existing one, download forms, as well as check *your* claim's status.



#### TuGo® Wallet app

For quick access to *our emergency* medical assistance phone numbers while travelling, download the "TuGo Wallet" app to *your* phone or tablet. More details at <a href="https://www.tugo.com/en/tugo-wallet/">https://www.tugo.com/en/tugo-wallet/</a>.

#### Printing instructions:

To reduce the number of pages, configure *your* print setup to landscape orientation and select 2-sided printing with 2 pages per sheet or "booklet printing". If *you* only need to print certain pages, *you* can choose to just print the current page in view, or a range of pages (i.e. 1-4, 1-10, etc.).

#### Safe Travels!



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# **CONTACT INFORMATION**

Contact us anytime by phone or online at

https://www.tugo.com/en/company/contact-us/

Dialing instructions vary by country. *We* recommend that *you* save or download the policy wording or print a copy of this page and the international access codes on page 2 before *you* leave on *your* trip.

*Our* global toll-free service from outside North America and Mexico listed below may not be accessible from all countries. *We* also accept collect calls, but many countries have discontinued this service.

Alternatively, *you* can call *us* direct at +1-604-278-4108 and *we'll* reimburse the charges incurred for making this call.

# Claims/Hospitalization

In the event of hospitalization, call us immediately:

From Canada & USA

1-800-663-0399

From Mexico

001-800-514-9976 or 800-681-8070

Outside N. America & Mexico (global toll-free)\* 800-663-00399

Worldwide (collect)\*\* 604-278-4108

# **Notice to Insured, Physicians & Hospitals**

In the event of a medical *emergency* due to a *medical condition* which may require or result in *hospitalization*, contact *us* as soon as possible and prior to be being *hospitalized*.

**Note:** If it's not possible to contact *us* prior to *hospitalization*, *we* must be notified within 48 hours. If *we* are not contacted within 48 hours of *hospitalization*, *your* maximum amount *payable* for the *hospitalization* and all related expenses will be reduced to **80%** of *your* expenses otherwise covered under this insurance.

# **Customer Service and Policy Extensions During Business Hours**

To extend *your* period of coverage while travelling or to speak with Customer Service, simply call *us*:

From Canada & USA

1-855-929-8846

From Mexico

001-800-514-9976 or 800-681-8070

Outside N. America & Mexico (global toll-free)\* 800-663-00399

Worldwide (collect)\*\*
604-276-9900

\*To use the global toll-free service from outside North America and Mexico, dial the international access code shown on page 2 for the country *you*'re in, then enter *our* 11-digit toll-free number (for example, if *you* are in Australia, dial 0011 + 800-663-00399).

- \*\*To call *us* collect, contact the local operator, and let them know *you*'d like to make a collect call to Canada and provide *our* number:
- For policy extensions and customer service, call 604-276-9900
- For claims and *hospitalizations*, call 604-278-4108

## International Access Codes

This list of access codes is not comprehensive. Codes may not be available from certain phone providers and are subject to change. For the most up-to-date list of access codes, please use the **TuGo® Wallet** app or visit **tugo.com/claims**.

Argentina	00
o .	
Australia	0011
Austria	00
Belarus	810
Belgium	00
Brazil	0021
Bulgaria	00
China	00
Colombia	005
Costa Rica	00
Cyprus	00
Czech Republic	00
Denmark	00
Estonia	00
Finland	990
France	00
Germany	00
Hong Kong	001 or 006
Hungary	00
Iceland	00
Ireland	00
Israel	00 or 014
Italy	00
Japan	010 or 0061+010 or 001+010 or 0033+010

Latvia	00
Luxembourg	00
Macau	00
Malaysia	00
Netherlands	00
New Zealand (Aotearoa)	00
Philippines	00
Poland	00
Portugal	00
Russia	810
Singapore	001
Slovenia	00
South Africa	00
South Korea	001 or 002 or 008
Spain	00
Sweden	00
Switzerland	00
Taiwan	00
Thailand	001
United Kingdom	00
Uruguay	00

# **10-DAY FULL REFUND PROVISION**

You have 10 days starting from the *application date* of the Policy to review this Policy to ensure it meets *your* Insurance needs. A full refund is available provided no travel has taken place and the Policy has not expired.

If an Emergency Medical Insurance Policy is purchased after arrival in Canada, this provision does not apply.

To cancel *your* Policy, *you* must contact *your* agent or *us* during business hours. The request must be received no later than 10 days starting from the *application date* of the Policy.

Other refunds may be available, please refer to the Refunds section of the plan *you* have purchased.

#### INSURING AGREEMENT

You will become insured once you have:

- a Completed the online application, including any applicable Medical Questionnaire, provided by *us* or *your* agent, and
- b Paid the premium in full for the selected coverages; and,
- c Received a policy number and Policy declaration.

This policy wording along with your Policy declaration become your insurance contract.

We will provide Insurance for the coverage you have selected and paid for according to the terms and conditions as detailed in this policy wording.

All the limits of Insurance under each benefit are *aggregate limits* per *insured*, per trip, unless otherwise stated.

# **FAMILY & FRIENDS**

- Coverage is available for up to 2 individuals 59 years and under and up to 6 *dependent children*. The individual(s) named in the Family & Friends plan do not have to be the parent(s) or guardian(s) of the *dependent children*.
- Dependent children can be on a Family & Friends plan without an adult.
- If *you* pay the premium for the Family & Friends plan, all *insureds* must be named in the Policy declaration and will be covered under one Policy.
- All *insureds* on the Family & Friends plan will remain listed on the Policy until the expiry date of the Policy.
- Insureds on the Family & Friends plan do not need to be travelling together.

## PLAN

# **Emergency Medical Insurance**

# **Eligibility**

At the time of application, you are eligible for coverage if:

- 1 You are:
  - a A foreign worker, international student studying in Canada or a visitor to Canada with valid legal status in Canada; or,
  - b An immigrant awaiting provincial or territorial government health care coverage; or,
  - c A Canadian returning to Canada from an extended leave who is eligible for but not yet covered by a provincial or territorial government health care plan.
- 2 You are not travelling against a physician or other registered medical practitioner's advice.
- 3 You have not been diagnosed with a terminal condition.
- 4 You are not receiving palliative care or palliative care has not been recommended.
- 5 You do not have Chronic Obstructive Pulmonary Disease (COPD), including emphysema, requiring home oxygen.
- 6 You do not have pancreatic cancer, liver cancer or any type of cancer that has metastasized or that required a bone marrow transplant.
- 7 You do not have kidney disease requiring dialysis.
- 8 You have not had or are not waiting for an organ transplant.
- 9 You have not been diagnosed with congestive heart failure also known as pulmonary edema.

# **Period of Coverage**

Coverage commences on the effective date of the Policy as indicated on *your* Policy declaration, which must be on or after the *application date* of the Policy. The effective date can be either:

- 1 The date you leave your country of permanent residence for direct travel to Canada (direct travel includes stopovers and layovers while in transit), provided travel to Canada does not exceed 48 hours; or,
- 2 The date you arrive in Canada; or,
- 3 Any date after *you* arrive in Canada.

Coverage is also subject to the waiting period requirements.

Coverage terminates on the earliest of:

- 1 11:59 PM on the expiry date of the Policy; or,
- 2 On the date and time *you* return permanently to *your* country of permanent residence, provided travel to *your* country of permanent residence is direct and does not exceed 48 hours (direct travel includes stopovers and layovers while in transit); or,

- 3 On the date and time *you* become insured under a provincial or territorial government health care plan; or,
- 4 On the date and time *you* are no longer a visitor to Canada, international student studying in Canada or foreign worker, with valid legal status in Canada.

Under 2), if travel to return to *your* country of permanent residence is not direct or exceeds 48 hours, coverage will end on the date and time *you* leave Canada.

Side-trips for travel outside of Canada (including visits to *your* country of permanent residence) are permitted and *your* Policy will not terminate, however, expenses will not be covered while travelling outside of Canada.

#### **Benefits**

#### Maximum limit - Up to the sum insured as indicated on the Policy declaration

Whenever a benefit limit is not specified, the benefit is limited to the sum insured that is indicated on the Policy declaration and for which the appropriate premium has been paid.

We will pay reasonable and customary charges for medical and related expenses up to the coverage limits for an acute, sudden and unexpected emergency medical condition. The charges must result from an emergency that first occurs after coverage commences (including after any applicable waiting period) and while you are travelling in Canada or while you are travelling direct to or from Canada (as specified under the heading Period of Coverage), when the direct travel is 48 hours or less.

Eligible medical and related expenses are described below.

# **Emergency Medical Treatment**

### Hospital Services

- Hospitalization services (limited to a semi-private room). Any coverage related to
  hospitalization terminates upon release from the hospital other than what is specified
  under the Follow-up Visit Benefit.
- Out-patient treatment provided by a hospital.

#### Physician

The services of a physician.

#### Ambulance Services

The services of a licensed ground, air or sea ambulance and paramedics to the nearest hospital or medical facility that is capable of providing medically necessary treatment for the emergency medical condition. Fire rescue expenses are also covered if a fire rescue team is dispatched in response to your emergency. If an ambulance is medically required but is unavailable, we will reimburse you for taxi expenses, but the taxi receipt is required.

#### Diagnostic Tests

X-ray examinations and diagnostic laboratory procedures when performed at the time of the initial *emergency* or within 7 days after the initial *emergency*.

#### Prescription Drugs

Up to a maximum supply of 30 days or up to a maximum of \$100, whichever comes first, per *emergency* for prescription drugs. All prescriptions must be issued by a *physician* and purchased in the 30 days from the initial date of the *emergency* visit or the *follow-up* visit. While *you* are *hospitalized*, *we* will pay the total cost of all prescription

drugs, in addition to a 30-day maximum supply (or \$100 supply, depending on which comes first) of related prescription drugs purchased in the 30 days from the release from *hospital*. Over the counter medicine, vitamins, minerals and dietary supplements are not covered. Official pharmacy prescription receipts indicating the medication name, quantity, dosage, prescribing *physician* and cost are required.

# Essential Medical Appliances

The cost to rent or purchase essential medical appliances, including but not limited to, wheelchairs, crutches and canes. When appliances are purchased, the reimbursement will not exceed the total cost that would have been incurred if the appliance had been rented.

#### Private Duty Nursing

Private duty nursing services, performed by a registered nurse (R.N.) other than a *family member*, when ordered in writing by the attending *physician*.

# Follow-up Visit

One *follow-up* visit within the 14 days after the initial *emergency treatment*, provided the *follow-up* visit is required as a direct result of the initial *emergency*.

#### **Fracture Treatment**

Following the initial *emergency treatment* and any covered *follow-up* visits, *we* will pay up to a maximum of \$1,000 for the following *treatments* related to fractures:

- X-ray examinations; and,
- Re-examination physician visits; and,
- Casting and re-casting, if medically necessary; and,
- Cast removal

Eligible expenses must be incurred during the same trip and before *your* return to *your* country of permanent residence.

# **Emergency Air Transportation**

# This benefit is payable only when pre-approved and arranged by us

At the time of *hospitalization*, up to the maximum sum insured selected to a maximum of \$100,000 for medical air transfer for return to *your* country of permanent residence or medical air transfer between medical facilities when the first facility is not equipped to provide the required *treatment*.

# **Expenses Related to Death**

# This benefit is payable only when pre-approved by us

In the event of *your* death during a trip covered under the Policy benefits, *we* will pay for:

a Up to the maximum sum insured selected for the preparation and return of *your* body, including the cost of a standard shipping container and one death certificate (excluding the cost of funeral and related expenses or a burial coffin), to *your* country of permanent residence; or,

- b Up to a maximum of \$3,000 for burial at the place of death (excluding the cost of funeral and related expenses or a burial coffin) including one death certificate, in the event *your* body is not returned to *your* country of permanent residence; or,
- c Up to a maximum of \$3,000 for cremation at the place of death (excluding the cost of funeral and related expenses or an urn) including one death certificate and the standard shipping cost to return *your* ashes to *your* country of permanent residence; and Transportation costs of one *family member* to go to the place of *your* death to identify *your* body when it is necessary to be identified before the release of *your* body and up to a limit of \$400 per day to a maximum of \$2,000 for meals and commercial accommodation.

The *family member* identifying *your* body will also be covered for the period of time required to identify *your* body.

# **Pre-existing Medical Condition Exclusion**

The Emergency Medical Insurance plan is also subject to the Emergency Medical Insurance Exclusions and to the General Exclusions shown on page 12.

We will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of any *pre-existing medical conditions*.

Refer to the following definitions: medical condition and pre-existing medical condition.

## **Exclusions**

In addition to the General Exclusions shown on page 12, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

- 1 Any complications that develop after departure, related to a pre-existing medical condition.
- 2 Any hospitalization when we are not notified prior to your hospitalization, so that we may:
  - a Confirm coverage
  - b Provide prior authorization for *treatment*

If it is medically impossible for *you* to call prior to being *hospitalized*, *we* ask *you* to call or have someone call on *your* behalf within 48 hours. Otherwise, if *you* do not call Claims at TuGo prior to being *hospitalized*, *your* maximum amount *payable* for the *hospitalization* and all related expenses will be reduced to 80% of *your* expenses otherwise covered under this Insurance.

- 3 Any out-patient surgeries or high-risk invasive procedures and any related expenses incurred after out-patient surgeries or high-risk invasive procedures, unless we authorized it in advance.
- 4 Any claim incurred after a *physician* advised *you* not to travel.
- 5 Any claim incurred after any other registered medical practitioner advised *you* not to travel.
- 6 A trip that is undertaken after the diagnosis of a *terminal condition*.
- 7 A trip that is undertaken while *you* are receiving palliative care or after palliative care has been recommended.

- 8 Medical conditions or any related medical conditions for which, before the effective date of the Policy, diagnostic tests took place, were scheduled to take place or were recommended and for which results had not yet been received on or before the effective date of the Policy. This includes diagnostic tests that were scheduled or were recommended on or before the effective date of the Policy, but had not yet taken place on or before the effective date of the Policy.
  - This exclusion does not apply to screening tests intended to prevent illness or to detect *medical conditions* before symptoms are noticed, whether or not results have been received.
- 9 The cost of any mandated test required for travel.
- 10 Medical conditions or any related medical conditions for which, on or before the effective date of the Policy, tests to follow up on the effectiveness or response to a procedure, surgery or hospitalization are scheduled to take place or recommended. This includes tests that were scheduled or recommended on or before the effective date of the Policy, but had not yet taken place on or before the effective date of the Policy.
- 11 Medical conditions or any related medical conditions for which before the effective date of the Policy, medical procedures, surgeries and/or referrals to a specialist were scheduled to take place or were recommended but had not yet taken place at the time of the effective date of the Policy.
- 12 Emotional or mental disorders, unless they result in hospitalization.
- 13 Acute psychosis if drug or alcohol induced.
- 14 Tests and investigation except when performed at the time of initial *emergency medical* condition or within 7 days after the initial *emergency*.
- 15 Any expenses incurred as a result of a disease or illness that originated or was symptomatic during the *waiting period*.
- 16 The continued *treatment*, recurrence or complication of a *medical condition* or related condition, following *emergency treatment* during *your* trip, if *we* determine that *your emergency* has ended, unless otherwise specified in a benefit.
- 17 a Any *medical condition*, including symptoms of withdrawal, arising from, or in any way related to, *your* chronic use of alcohol, drugs or other intoxicants whether prior to or during *your* trip.
  - b Any *medical condition* arising during *your* trip from, or in any way related to, the misuse or abuse of drugs or other intoxicants, or to the use or abuse of alcohol when *you* have reached a blood alcohol level of 80 milligrams of alcohol per 100 millilitres of blood or when records indicate *you* were intoxicated and no blood alcohol level is specified.
- 18 Expenses incurred for emergency air transportation and any expenses incurred after emergency air transportation, when the emergency air transportation was not arranged by *us*.
- 19 Any *medical condition* or related expenses if *we* determine that *you* should transfer to another facility or could return to *your* country of permanent residence for *treatment*, and *you* choose not to, benefits will not be paid for further *treatment* related to the *medical condition*.

20 An official travel advisory issued by a Canadian government stating to avoid optional, discretionary and/or non-essential travel into Canada, before the date *you* arrive in Canada.

If an official travel advisory is issued for a province/territory, region or city within Canada after *you* have already arrived to that province/territory, region or city, *your* coverage for an *emergency* or a *medical condition* related to the travel advisory in Canada will be limited to a period of 30 days from the date the travel advisory was issued. *We* may extend this coverage beyond 30 days if authorized at *our* discretion.

To view the travel advisories, visit the Government of Canada Travel site.

This exclusion does not apply to claims for an *emergency* or a *medical condition* unrelated to the travel advisory or to claims incurred for COVID-19.

If you are a foreign worker, international student studying in Canada, an immigrant awaiting provincial or territorial government health care coverage or a Canadian returning to Canada, coverage for an *emergency* or a *medical condition* related to the travel advisory, will remain in place until your policy expires.

- 21 A *medical condition* for which symptoms arose or worsened or for which *treatment* by a *physician* or other registered medical practitioner was received outside of Canada during the period of coverage or any *medical condition* wholly or partly, directly or indirectly, related thereto, except as specified under the heading Period of Coverage, under no. 1 for when coverage commences and under no. 2 for when coverage terminates.
- 22 Treatment by a physician or other registered medical practitioner and expenses incurred while outside of Canada, except as specified under the heading Period of Coverage, under no. 1 for when coverage commences and under no. 2 for when coverage terminates.
- 23 Loss, theft, breakage of prescription glasses, contact lenses, prosthetic devices, hearing aids and dentures.
- 24 *Your* participating, training, or practicing for the following sports or activities (except when coaching and/or officiating as a referee or sports official):
  - Backcountry skiing/snowboarding
  - Base jumping
  - Boxing
  - Downhill freestyle skiing/snowboarding in organized competitions
  - Downhill mountain biking
  - Hang gliding/paragliding
  - High risk motorized speed activities
  - High risk snowmobiling and motorized snow biking
  - Ice climbing

- Mixed martial arts
- Mountaineering over a 6,000-metre elevation
- Mountaineering up to a 6,000-metre elevation
- Parachuting/skydiving/tandem skydiving
- Rock climbing
- Scuba diving or free diving over 40 metres
- White water sports Class VI
- Wingsuit flying
- 25 Your participating, training, or practicing as part of a registered team, league, association or club; or while competing in a registered tournament, competition or sporting event for the following sports or activities (except when coaching and/or officiating as a referee or sports official), if you are 21 years of age or over at the time of application:
  - Football (American and Canadian)
- Ice hockey
- Rugby

# **Deductible**

We will pay eligible expenses for losses incurred in excess of the amount of the *deductible* as shown on the Policy declaration, per *insured* per incident claimed.

This *deductible* applies to the portion of eligible expenses remaining after payment by other insurance policies, plans or contracts, including private or automobile insurance. This *deductible* applies to all Emergency Medical Insurance benefits.

# Applicable to Insureds 60 Years and Over at the Time of Application

If you qualify for the coverage selected but you or a representative purchasing insurance on your behalf have failed to answer truthfully and accurately any question asked in the Medical Questionnaire, any incident claimed will be subject to an extra deductible of \$15,000 CAD in addition to any other applicable deductible amount, and no future coverage will be provided under this Policy unless you pay the additional premium reflecting true and accurate answers to those questions.

# **Automatic Extensions to Coverage**

At the time the period of coverage ends *your* coverage will be automatically extended at no additional premium:

# Hospitalization

If you, your family travelling with you or your travelling companion are hospitalized. The automatic extension will be provided to you for the remaining period of the hospitalization, plus up to 7 days after hospital release to recover and/or travel home.

# **Medically Unfit to Travel**

If you, your family travelling with you or your travelling companion are unable to travel on the scheduled return date due to a medical condition that does not require hospitalization. The automatic extension will be provided to you for up to 7 days to recover and/or travel home. In the event of a claim, written documentation must be provided to us by the attending physician to substantiate the inability to travel home as originally scheduled.

# **Delay of Common Carrier**

If your common carrier is delayed due to circumstances beyond your control, preventing you from returning to your country of permanent residence. The automatic extension will be provided to you for up to 7 days. In the event of a claim, written documentation must be provided to us to substantiate the common carrier delay.

#### Quarantine

If you, your family travelling with you or your travelling companion are unable to travel on your scheduled return date due to being placed under quarantine after a positive COVID-19 test, the automatic extension will be provided to you for up to 14 days. In the event of a claim, written documentation must be provided to us to substantiate the quarantine.

# **Refunds**

Refunds for policies with a 365-day trip length or longer with a sum insured of \$100,000 or more, or any refunds after the effective date of the Policy must be requested in writing. Refunds are not available if a claim has been or will be submitted.

# Applicable to Super Visa Applicant/Holder Refund Requests Only

- A refund is available, subject to a \$250 cancellation fee, provided no travel has taken place. For cancellation after the effective date of the Policy, the request must be received within the 90 days after the expiry date of the Policy; or,
- 2 If a Super Visa application was denied, withdrawn or cancelled, a full refund is available before the effective date of the Policy, or a refund less an administration fee is available after the effective date of the Policy, provided the request is received within the 90 days after the expiry date of the Policy. Supporting documentation must be sent to *us*.
- 3 If a Super Visa application was approved but *your* entry to Canada was denied, a full refund is available before the effective date of the Policy, or a refund less an administration fee is available after the effective date of the Policy, provided the request is received within the 90 days after the expiry date of the Policy. Supporting documentation must be sent to *us*.

If your Super Visa application is delayed, please contact your agent before the effective date of the Policy to change the coverage dates of your Policy.

**Note**: If you have a policy with a 365-day trip length or longer and a sum insured of \$100,000 or more that was not purchased for a Super Visa application, the \$250 cancellation fee will not apply, and refund requests will be processed according to the requirements listed in the section below. Supporting documentation of your alternate status in Canada must be sent to us to substantiate that coverage is not for a Super Visa.

# **Applicable to All Other Refund Requests**

- When the request for refund is received BEFORE the effective date of the Policy, a full refund is available.
- When no travel has taken place and the request for refund is received AFTER the effective date of the Policy:
  - a A full refund is available in the 10 days from the application date of the Policy; or,
  - b A refund less an administration fee is available when the request for refund is received more than 10 days after the application date of the Policy but within the 90 days after the expiry date of the Policy.
- 3 When travel has taken place, a partial refund less an administration fee is available. Refunds are calculated as follows:
  - a From the date the cancellation request is submitted to *us*, whether or not *you* have returned to *your* country of permanent residence or *you* became eligible and/or covered under a provincial or territorial government health care plan during the period of coverage; or,
  - b From the date *you* return to *your* country of permanent residence if a satisfactory proof of return is sent to *us* and the request is received by *us* within the 90 days after the expiry date of the Policy; or,

c From the date *you* become eligible and/or covered under a provincial or territorial government health care plan during the period of coverage if a satisfactory proof of the provincial or territorial government health care coverage is sent to *us* and the request is received by *us* within the 90 days after the date *you* became eligible.

**Note**: A minimum premium requirement applies for this Insurance at the time of purchase which becomes non-refundable after travel has taken place. If *you* request a partial refund after travel has taken place, *we* will retain this non-refundable minimum premium.

# GENERAL EXCLUSIONS APPLICABLE TO ALL COVERAGES

In addition to the exclusions specified in the Emergency Medical plan, we will not be liable to provide coverage or services, or to pay claims for expenses incurred directly or indirectly as a result of:

- 1 Your participation in and/or voluntary exposure to acts of war or acts of terrorism.
- 2 Death, disablement or injury in any way caused by or contributed by radioactive contamination or by the utilization of nuclear, chemical or biological weapons (whether or not caused by *acts of war* or *acts of terrorism*).
- 3 Any *medical condition* that is the result of *you* not following *treatment* as *prescribed* to *you*, including *prescribed* or over the counter medication.
- 4 Consumption or use of illegal or controlled drugs (based on the law where the cause of the claim occurred).
- Your participating, training or practicing in any areas that have been closed off to public access and/or can typically only be accessed by crossing a fenced, gated or roped-off area that has been marked as off limits according to recommendations of safety authorities in the area for the following activities:
  - Backcountry skiing/snowboarding
  - Downhill freestyle skiing/ snowboarding in organized competitions
  - High risk snowmobiling and motorized snow biking
- Ice climbing
- Mountaineering over a 6,000-metre elevation
- Mountaineering up to a 6,000-metre elevation
- Rock climbing
- 6 Your participating in, training or practicing for any of the following sports or activities:
  - Barrel racing
  - Bronc riding
  - Bull riding
  - Chariot racing
  - Chuck wagon racing
  - Harness racing

- Rodeo bareback racing
- Rodeo clowning
- Rodeo team roping
- Steer wrestling/chute dogging
- Trick riding

7 Any medical condition or recognized complication of a medical condition, where the purpose of your trip is to seek treatment, advice or services, and where the medical evidence indicates the treatment, advice or services received are related to that medical condition.

- 8 a Routine pre-natal care or post-natal care; or,
  - b Pregnancy, delivery, or complications of either, arising within the 9 weeks before the expected date of delivery or within the 9 weeks after.
- 9 Your voluntary termination of pregnancy or resulting complications.
- 10 Your suicide or attempt thereat or self-inflicted injury.
- 11 Your commission or attempted commission of a criminal offence or illegal act based on the law where the cause of the claim occurred.
- 12 Non-emergency, experimental or elective treatment or procedures (including but not limited to ongoing care, chronic care, rehabilitation or check-ups) and their related complications.
- 13 a Cosmetic surgeries, procedures and/or treatments, and,
  - b Complications related to cosmetic surgeries.
- 14 Any *medical condition* or symptoms for which it is reasonable to believe or expect that *treatments* will be required during *your* trip.
- 15 Unless otherwise stated in this Policy (see General Condition, number 4), expenses incurred if other insurance policies, plans or contracts cover the loss. This includes but is not limited to any private or automobile insurance plan. If, however, the loss exceeds the limits of the other policies, plans or contracts and if this Insurance covers losses and periods not covered by those other policies, plans or contracts, this Insurance shall then apply in excess of all other valid insurance.

# GENERAL CONDITIONS APPLICABLE TO ALL COVERAGES

# **Provisions & Conditions**

- 1 This Policy is issued on the basis of information in *your* application or provided in connection with *your* application, which includes:
  - a The eligibility requirements for the coverage purchased as specified under the heading Eligibility in this policy wording; and,
  - b Any questions asked at the time of application or at any other time that *your* coverage is modified.

When completing the application and answering any questions asked, the answers must be complete and accurate. If *you* were not eligible for coverage as specified under the heading Eligibility in the policy wording and/or if any of the answers are found to be incomplete or inaccurate, *your* coverage will be void, which means that any claim submitted will not be paid, and *your* premium will be refunded.

This does not apply to rate qualification questions if a Medical Questionnaire is required. For terms that apply to rate qualification questions, refer to General Condition #2.

2 Applicable to Rate Qualification Questions in the Medical Questionnaire — This Policy is issued on the basis of information in your application in connection with the answers to the rate qualification questions in the Medical Questionnaire. When answering the rate qualification questions in the Medical Questionnaire, the answers must be complete and accurate.

If any of the answers from the rate qualification questions in the Medical Questionnaire are found to be incomplete or inaccurate, the Emergency Medical Insurance plan will be impacted as follows:

- a A \$15,000 CAD *deductible* will apply to any incident claimed, in addition to any other *deductible you* may have selected; and,
- b Coverage won't be provided until *you* correct *your* answers; and if applicable, *you* pay any additional premium that may be required.
- 3 If you, any person insured under this Policy or anyone acting on your behalf fails to disclose any material fact or makes a fraudulent, false or exaggerated statement or claim, your coverage will be void, which means that any claim submitted will not be paid, and your premium will be refunded.
- 4 **Subrogation** We will not subrogate against any extended benefit plans if the lifetime maximum limit for all in-country and out-of-country benefits under that plan is currently \$100,000 or less. If the lifetime maximum limit under that plan is greater than \$100,000, we may exercise our right to subrogate, but, if applicable, we will limit our subrogated claim to the extent required to preserve \$50,000 of the lifetime limit available under that plan, except in the event of your death.
  - If compensation is or will be available from a third party for any payments made by us under this Policy, we have the right to subrogate to recover those payments. We, at our own expense, can file a suit in your name for that purpose and you authorize us to do so. This right of subrogation is in addition to and does not limit any other right of subrogation existing under common law, equity or statute. Further, if you make any claim against a third party related to payments that we made under this Policy, you will include the amount of those payments in your claim against the third party. If you obtain compensation for a portion or all of the included payments we made, you must immediately remit that compensation to us. You understand that you shall do nothing to prejudice our rights of subrogation, which includes not releasing third parties from liability without our express written agreement.
- 5 **Coordination of Benefits** Unless otherwise stated in this Policy, this Insurance is excess to all other valid insurance. If any other valid insurance is also an excess insurance, we will coordinate benefits of all eligible expenses with that insurer. All coordination follows the guidelines set by the Canadian Life and Health Insurance Association.
- 6 You may not claim or receive more than 100% of your total covered expenses.
- 7 Misstatement of Age If your age has been misstated to us, the coverage and/or premium may be adjusted in accordance with the correct age as of the date you became covered. Any premium adjustment is payable upon receipt of a premium notice.
- 8 You must be accurate and complete in your dealings with us at all times.
- 9 **Currency** Any dollar amount expressed as a limit of coverage or benefit *payable* under this Policy is deemed by *us* to be in Canadian currency, unless otherwise stated.

- 10 **Duplication of Coverage** If *you* are insured under more than one Policy, Plan or Optional Coverage administered by *us* and they are in effect at the time of loss, the total amount paid to *you* or on *your* behalf cannot exceed *your* total expenses. Benefits are paid under the one Policy, Plan or Optional Coverage with the greatest benefit limit.
- 11 In the case of duplicate benefits in this Policy, claims are *payable* under the one benefit with the greatest benefit limit.
- 12 The date and time of commencement and termination of coverage is based on the time zone of the province or territory the Policy was purchased in.
- 13 Premium and coverage are based on factors including but not limited to age, trip length, travel destination and answers to the Medical Questionnaire, if applicable.
- 14 The availability, quality, results or effects of any *treatment*, assistance, *hospitalization*, transportation or *your* failure to obtain any of the above, is not *our* responsibility or the responsibility of any company or agency providing services on *our* behalf.
- 15 We reserve the right to accept or to decline any person as an insured.
- 16 In the event of *your treatment* by a *physician* or other registered medical practitioner or other circumstances that have led or may lead to a claim under this Policy, *you* authorize any *hospital*, *physician* or other person or organization that has records or knowledge of *you* or *your* health, medical history or other information relevant to the claim to provide *us* that information and authorize *us* to use and disclose that information for the purpose of determining whether any claim that may be made is covered by this Policy or by another plan or Policy.
- 17 If requested by *us*, *you* must furnish or consent to the release of *your* medical records for the relevant period before the effective date of the Policy and/or during the term of the insurance required in order to determine if the claim is *payable*. Failure to produce these records will invalidate *your* claim.
- 18 In the event of a claim, upon request, *you* will establish the date and time of departure and initially planned date of return of the trip.
- 19 You shall be responsible for the verification of any hospital and medical expenses incurred and shall obtain itemized accounts of all hospital and medical services which have been provided.
- 20 We shall not reimburse any expense incurred after a period of 365 days has elapsed following the date on which the loss first occurred or the relevant emergency first occurred.
- 21 We shall comply with all applicable privacy legislation and regulations. You can learn about our privacy policy at tugo.com/en/privacy.
- 22 If any of the terms or conditions of this Policy are in conflict with the statutes of the province or territory in which this Policy is issued, the terms and conditions are hereby amended to conform to such statutes.
- 23 In the event of complaints or unresolved disputes respecting any claim or portion thereof, the following should be contacted: TuGo, 1200-6081 No. 3 Road, Richmond, BC, V6Y 2B2, Canada. *You* can learn about *our* complaint procedure at <a href="https://www.tugo.com/en/legal/">https://www.tugo.com/en/legal/</a>.

- 24 The law of the province or territory of Canada in which *you* are staying while a visitor to Canada, will govern this Policy, including all issues of its interpretation and performance. Any legal action or other proceeding related to or connected with this Policy that is commenced by *you* or anyone claiming on *your* behalf or by an assignee of benefits under this Policy must take place in the courts of the province/territory of Canada in which *you* purchased this Policy, and no other court has jurisdiction to hear or determine any such action or proceeding.
- 25 This Insurance provides no coverage and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose that insurer to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 26 We shall not reimburse any interest charges accrued by you.
- 27 If you are a US citizen, you may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This policy is <u>not</u> subject to the ACA and is <u>not</u> intended to fulfill individual obligations to purchase health insurance coverage under the ACA. Please contact your tax adviser or lawyer if you think the ACA obligations may apply to you.

  If you are a US citizen or US resident, you may have an obligation to purchase insurance under the Affordable Care Act ("ACA"). This policy is <u>not</u> subject to the ACA and is <u>not</u> intended to fulfill individual obligations to purchase health insurance coverage under the ACA. Please contact your tax adviser or lawyer if you think the ACA obligations may apply
- 28 When a premium is not paid, we reserve the right to terminate the Policy with notice, except as otherwise provided by law.

# **AUTHORIZED EXTENSIONS**

You can extend your period of coverage before your Policy expires by calling your agent or us during business hours.

Please refer to Contact Information on page 1.

An administration fee may be charged in addition to the premium for the additional number of days required.

You must meet the following conditions:

to you.

- 1 You have not submitted a claim and have no intent to submit a claim.
- 2 Your period of coverage has not already expired.
- 3 Extensions are not available if total trip length exceeds 2 years from the effective date of the original Policy.
- 4 You have not seen a *physician* or other registered medical practitioner since the effective date of the Policy.
- 5 You are not currently experiencing any symptoms and you do not know of any reason to seek medical attention.

If these conditions haven't been met, we may authorize an extension at our discretion. If an extension has been authorized, there would be no coverage for subsequent claims related directly or indirectly to the medical conditions or symptoms for which a claim has been or will be submitted or for which treatment by a physician or other registered medical practitioner was received or required before the effective date of the extension.

## **DEFINITIONS**

#### Acts of terrorism

An act, or acts, of any person, or group(s), committed for political, religious, ideological, ethnic or similar purposes with the intention to influence any government and/or, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of acts of terrorism can either be acting alone, or on behalf of, or in connection with any organization(s) or government(s).

#### Acts of war

War, civil war, riot, rebellion, insurrection, revolution, invasion, hostilities or warlike operations (whether war be declared or undeclared), civil commotion, overthrow of the legally constituted government, military or usurped power, explosions of war weapons.

#### Acute

Initial or *emergency* short course (not chronic) *treatment* by a *physician* phase of a *medical condition*.

### **Aggregate limit**

The maximum amount of coverage available, regardless of the number of separate claims.

#### **Application date**

The date when premium for this Insurance is paid.

#### **Backcountry**

An area that is not marked, not patrolled and/or not cleared for avalanche dangers, but where public access is permitted. Backcountry is also known as slackcountry, sidecountry and/or off-piste and does not include heli-skiing or cat skiing.

#### Common carrier

A boat, cruise ship, airplane, bus, taxi, train or other similar vehicle that is licensed, intended and used primarily to transport passengers for hire.

#### **Deductible**

The portion of eligible expenses *you* must pay from *your* own pocket when an eligible claim occurs. The deductible applies per *insured*, per incident claimed.

# Dependent children

Unmarried children who are dependent on a parent or guardian and are:

- a Up to and including 21 years, if they are residing with their parent or guardian; or,
- b Up to and including 25 years, if they are attending an educational institution full-time, whether or not they are residing with their parent or guardian; or,
- c Any age, if they have a cognitive, developmental or physical disability, whether or not they are residing with their parent or guardian.

# **Diagnostic tests**

Tests required to:

- a Assess, identify or investigate a symptom or a *medical condition*; or,
- b Follow up on abnormal test results.

# Downhill freestyle skiing/snowboarding in organized competitions

Any skiing/snowboarding competition with the following activities: aerial skiing/snowboarding, kite-skiing, mogul or cross competitions, half-pipes and/or slopestyle activities, rails, jumps and other terrain park features.

#### **Downhill mountain biking**

Biking down mountain trails or rough mountain terrain (whether as part of a race or not) and often features jumps, drops, rock gardens or other obstacles. It often requires the use of mechanical lifts or elevators.

#### **Emergency**

An unforeseen *medical condition*, which requires immediate *treatment* to alleviate existing danger to life or health. An emergency no longer exists, when the medical evidence indicates that *you* are able to continue the trip or return to *your* country of permanent residence. Once such emergency ends, no further benefits are *payable* in respect of the *medical condition* which caused the emergency, unless otherwise specified in a benefit.

#### **Emotional or mental disorder**

An emotional condition, state of anxiety, situational crisis, anxiety or panic attack, or any other illness or disorder impacting mood, thinking and/or behaviour.

# Family member

(Whether by birth, adoption or marriage) *your* legal or common-law *spouse*, parents, step-parents, brothers, sisters, fathers-in-law, mothers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, natural or adopted children, stepchildren, stepbrothers or stepsisters, grandparents, grandchildren, aunts, uncles, nieces, nephews, foster children or any individual of whom *you* are a legal guardian.

#### Follow-up

Re-examination of *you* to monitor the effects of earlier *treatment* related to the initial *emergency*, except while *hospitalized*. Follow-up does not include *diagnostic tests* and/or continued *treatment* (as determined by *us*).

## High risk motorized speed activities

- a Motocross, dirt biking and/or motorcycling unless only riding as a mode of transportation; and/or,
- b Any motorized vehicle racing competitions, endurance events or timed activities, including but not limited to snowmobiling racing competitions or endurance events.

If you are participating in a motorized vehicle activity, other than the ones specified under part a), and the activity is solely for leisure and not part of a timed activity or done for the purpose of training or practicing for any kind of racing competition or endurance event, this activity is not considered a high risk motorized speed activity.

# High risk snowmobiling and motorized snow biking

Snowmobiling (including highmarking) and/or motorized snow biking in unguided *backcountry* terrain.

### Hospital

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

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

#### Hospitalization or hospitalized

Formal admission to the in-patient services of a *hospital*. This does not include visits to the emergency room unless they result in the formal admission to the in-patient services of a *hospital*.

#### Ice climbing

The act of climbing or rappelling from vertical or nearly vertical ice formations such ice falls, frozen waterfalls or cliffs or rock slabs that are covered with ice from flows of water freezing over. Ice climbing requires the use of specialized equipment including but not limited to ice axes, crampons or ice screws. Glacier hiking is not ice climbing. If the glacier hike is on a mountain, it is considered *mountaineering up to a 6,000-metre elevation* or *mountaineering over a 6,000-metre elevation*.

#### **Insured or insured persons**

The person named in the Policy declaration for whom the applicable premiums have been paid.

#### Insurer

The insurers listed under the definition of us, we, our.

#### **Medical condition**

Any disease, illness or injury (including symptoms of undiagnosed conditions).

#### Medically necessary

The medical service or product in question is necessary to preserve, protect or improve *your medical condition* and well being.

#### Mixed martial arts

A combat sport in which participants use fighting and grappling techniques from any combination of wrestling, boxing and martial arts. Mixed martial arts include ultimate fighting.

# Mountaineering over a 6,000-metre elevation

The act of climbing or descending a mountain to or from an elevation of over 6,000 metres (measured from sea level) while using specialized equipment including but not limited to pickaxes, ice axes, anchors, bolts, crampons, carabineers and lead or top rope anchoring equipment. Mountaineering includes ski mountaineering also known as 'skimo'.

# Mountaineering up to a 6,000-metre elevation

The act of climbing or descending a mountain to or from an elevation of 6,000 metres or less (measured from sea level) while using specialized equipment including but not limited to pickaxes, ice axes, anchors, bolts, crampons, carabineers and lead or top rope anchoring equipment. Mountaineering includes ski mountaineering also known as 'skimo'.

### Non-emergency

Any treatment, investigations or surgery either:

- a not required for the immediate relief of acute pain and suffering; or,
- b which reasonably could be delayed until *you* return to *your* country of permanent residence; or,
- c which you elect to have during a trip following emergency treatment by a physician or other registered medical practitioner of a medical condition or the diagnosis of a medical condition, which on medical evidence would not prevent you from returning to your country of permanent residence before such treatment or surgery.

#### **Payable**

Eligible expenses that we will pay up to the maximum benefit limits of the Policy or benefit, after all other reductions have been applied, including but not limited to deductibles, discounts, payments from your provincial or territorial health care plan or other insurance policies, plans or contracts.

#### **Physician**

A medical practitioner who is registered and licensed to practice their medical profession in accordance with the regulations applying in the jurisdiction where the person practices. A physician must be a person other than *you* or a *family member*.

#### Pre-existing medical condition

Any medical condition that exists on or before the effective date of the Policy.

#### **Prescribed**

*Treatment* ordered or recommended by a *physician* and/or any other registered medical practitioner, as documented in *your* medical records.

# Reasonable and customary charges

Charges incurred for goods and services that are comparable to what other providers charge for similar goods and services in the same geographical area.

# **Rock climbing**

The sport of climbing rock faces, especially with the aid of ropes and special equipment. Rock climbing includes the following activities: bouldering, traditional climbing, free soloing, top-rope, sports climbing, canyoning/canyoneering, but does not include climbing indoor or outdoor artificial rock climbing walls.

# Spouse

The person *you* are legally married to, or a person *you* have been living with for a minimum period of one year and who is publicly presented as *your* spouse.

#### **Terminal condition**

A *medical condition* for which, before the effective date of the Policy, a *physician* has given *you* a terminal prognosis with a life expectancy of 12 months or less.

# Travelling companion

A person who has prepaid shared commercial accommodation or transportation with *you* for the same period of travel.

#### Treatment, treat, treated

A procedure *prescribed*, performed or recommended by a *physician* for a *medical condition*. This includes but is not limited to *prescribed* medication, investigative testing and surgery.

#### Us, we, our

OneWorld Assist Inc. doing business as Claims at TuGo and North American Air Travel Insurance Agents Ltd. doing business as TuGo. TuGo is a third party administrator for the following insurer: Industrial Alliance Insurance and Financial Services Inc.

## Waiting period

- a For Insurance purchased within 60 days after arrival in Canada:
  - There is no coverage for any disease or illness arising in, occurring in or symptomatic in the first 48 hours from the effective date of the Policy.
  - This includes any related expenses incurred after the first 48 hours from the effective date of the Policy.
- b For Insurance purchased 61 days or more after arrival in Canada:
  - There is no coverage for any disease or illness arising in, occurring in or symptomatic in the first 7 days from the effective date of the Policy.
  - This includes any related expenses incurred after the first 7 days from the effective date of the Policy.

The waiting period is not applicable when insurance is purchased before arrival in Canada.

#### White water sports - Class VI

Rafting on extreme rapids or waterfalls deemed unnavigable according to safety authorities. Class VI white water sports include rafting on rapids with substantial levels of white water, large waves, hazardous rocks and/or drops with the potential to damage most rafting equipment.

#### You or your

The same as *insured* or *insured persons*.

## STATUTORY CONDITIONS

#### The Contract

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

#### **Material Facts**

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

#### Termination of Insurance

- 1 The contract may be terminated
  - a by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or
  - b by the insured at any time on request.
- 2 If the contract is terminated by the insurer,
  - a the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract, and
  - b the refund must accompany the notice.
- 3 If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium calculated to the date of receipt of the notice according to the table in use by the insurer at the time of termination.
- 4 The 15 day period referred to in subparagraph (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

#### **Notice and Proof of Claim**

Notice of a claim shall be given in accordance with the claims procedures clause included in this policy as soon as practical but in no case later than 30 days from the date a claim arises under this policy. You must also within 90 days from the date the claim arises under this policy furnish such proof and additional information as is reasonably possible and if required by the company, furnish a certificate from a physician detailing the cause or nature of the sickness or injury for which the claim has been instituted.

#### **Failure to Give Notice or Proof**

Failure to give notice of claim or furnish proof of claim within the time required by this condition does not invalidate the claim if (a) the notice or proof is given or furnished as soon as reasonably possible, and in no event later than one year after the date of the accident or the date a claim arises under the contract on account of sickness or disability, and if it is shown that it was not reasonably possible to give notice or furnish the proof in the time required by this condition, or (b) in the case of death of the person insured, if a declaration of presumption of death is necessary, the notice or proof is given or furnished no later than one year from the date a court makes the declaration.

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

The insurer must furnish forms for proof of claim within 15 days after receiving notice of claim, but if the claimant has not received the forms within that time the claimant may submit his or her proof of claim in the form of a written statement of the cause or nature of the accident, sickness or disability giving rise to the claim and of the extent of the loss.

### **Rights of Examination**

As a condition precedent to recovery of insurance moneys under the contract,

- a the claimant must give the insurer an opportunity to examine the person of the person insured when and as often as it reasonably requires while a claim is pending, and
- b in the case of death of the person insured, the insurer may require an autopsy, subject to any law of the applicable jurisdiction relating to autopsies.

## When Moneys Payable

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

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the limitation period specified in the Insurance Act, Limitations Act, Civil Code of Quebec or other relevant legislation of the applicable jurisdiction.

#### Applicable to Quebec Residents

Notwithstanding any other provisions herein contained, this contract is subject to the mandatory provisions of the Civil Code of Quebec respecting contracts of Accident and Sickness Insurance.

### **Action Against Company**

Service of legal proceedings to enforce the obligations under this Policy to the *insurer* listed in the definition of *us* may be validly made by serving the offices of North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 1200-6081 No. 3 Road, Richmond, BC, V6Y 2B2, Canada.

### **Notice to Company**

Notice under this Policy to the *insurer* listed in the definition of *us* may be validly given to North American Air Travel Insurance Agents Ltd. d.b.a. TuGo, 1200-6081 No. 3 Road, Richmond, BC, V6Y 2B2, Canada. Complaints or unresolved disputes should be submitted to Industrial Alliance Insurance and Financial Services Inc. by completing the form available at <a href="https://www.ia.ca/complaints">www.ia.ca/complaints</a>.

## **PRIVACY**

# **Privacy Notice**

The protection of your personal information is very important to us. TuGo is committed to the protection of your personal information. TuGo fully complies with Canada's privacy laws. TuGo's privacy policy determines our responsibilities on the collection and use of your personal information. You can review TuGo's entire Privacy Policy at tugo.com/en/privacy.

Personal information is gathered at the time of application to determine the premium and appropriate coverage. In the event of a claim, we may need to collect additional medical information to help provide the best possible assistance, arrange care, possible medical evacuation, and to determine coverage. This information may be obtained or shared with your agent, any affiliate or subsidiary, referring organization and third-party provider including but not limited to health care providers and government health insurers. The information is used by authorized personnel only as needed, and is maintained securely for the period required by law. Your information may need to be shared with or by organizations located outside of Canada, such as the country you are travelling to and will be also subject to the laws of those foreign jurisdictions. We encourage you to review TuGo's Privacy Policy occasionally as it could be amended.

Upon written request, you may also review your personal information to verify its accuracy. For more information about how TuGo collects and uses personal information, contact our privacy officer: TuGo, Attn: Privacy Officer, 1200-6081 No. 3 Road, Richmond BC, Canada, V6Y 2B2. Email: privacy@tugo.com Fax: (604) 276-9409.

# Notice on Privacy & Confidentiality

PLEASE READ CAREFULLY AND RETAIN FOR YOUR RECORDS

The specific and detailed information requested pursuant to this application from you and which may be subsequently requested by us, from time to time, is required to process your application, and process any claim for benefits made by you. To protect the confidentiality of such personal information, access to your information is restricted to any person you authorize or as authorized by law as well as those Industrial Alliance Insurance and Financial Services Inc. (the "Company") employees, its reinsurers, third party administrators, agents or brokers of the Company, plan sponsors and any agents or brokers of such sponsors or other market intermediaries for the purposes of (a) sponsoring a plan for you, (b) marketing and administration of Company products or services, (c) assessment of risk (underwriting) and (d) investigation of claims (where applicable). **Your file will be kept in our offices**.

You are entitled to review your personal information contained in our files, subject to certain limited exceptions established by law, and if necessary, to have it rectified by sending a written request to us at: 400 - 988 West Broadway. P.O. Box 5900, Vancouver, BC V6B 5H6, Attention: Director, iA Special Markets. Corrections will be noted in the file. If a requested correction is in dispute, we nonetheless note your requested correction in the file. Further information on our privacy practices can be found online at ia.ca or alternatively, contact us at 1.800.266.5667 and request that a copy be faxed or mailed to you.

In witness whereof this Policy has been authorized by the insurer listed in the definition of us.

## **HOW TO CLAIM**

# **Claims Procedures & Payment of Benefits**

For information on how to contact *us*, please refer to Contact Information at the beginning of this policy wording booklet.

### **Applicable to All Claims**

- 1 Claims can be opened online at tugo.com/claims, although some restrictions apply. If you are unable to open your claim online, please contact us using the Contact Information at the beginning of this policy wording.
- 2 Once *you* have received *your* claim number, all forms and supporting documentation required for *your* claim can be uploaded to *us* at **mytugo.com**. This is the fastest way to send *us* documents and follow the status of *your* claim.
- 3 Any cost incurred to obtain documentation required to confirm eligibility of *your* claim, other than medical records requested by *us* is the responsibility of the claimant.
- 4 To receive benefits, any requested supporting documentation must be provided by the claimant. Claim Forms will be provided to the claimant to complete and return to *us*. It is the claimant's responsibility to complete and/or produce any documentation that *we* require to process and confirm the eligibility of the claim.
- 5 All required documentation must be received within one year from the date of loss. Failure to do so will result in the denial of the claim.
- 6 To qualify for reimbursement, itemized receipts must be provided as support for all eligible expenses. If itemized receipts are not provided, the expense will not be reimbursed.
- 7 If the claim is the result of a death, the following documents are required:
  - a A copy of the death certificate
  - b A copy of the Will or Power of Attorney
  - c A police report, if applicable

The claim forms must be signed by the Executor of Estate or the person who holds Power of Attorney.

- 8 Any notices of claim or correspondence concerning a claim that require physical delivery can be sent to:
  - Claims at TuGo
  - 1200-6081 No. 3 Road
  - Richmond, BC V6Y 2B2 Canada
- 9 Claims will not be considered unless the Claim Form is completed in full and signed by the claimant (or legally authorized representative). Failure to provide fully completed, original forms will invalidate *your* claim.
- 10 Only bills from physicians, hospitals and other medical care provider(s) that are itemized and which state the insured's name, diagnosis, date(s) of service and type of treatment or service will be considered. Only official pharmacy prescription receipts will be considered. For all other benefits, itemized receipts are required.

# **INTERNATIONAL ASSISTANCE SERVICES**

The following services will be provided to all insureds:

- 1 Toll-free help line 24 hours a day, every day (for medical emergencies only).
- 2 Vital communications link between claimant/hospital regarding insurance coverage and procedures.
- 3 Medical (physician and surgeon) consultative and advisory services including review of appropriateness and analysis of medical care.
- 4 Monitoring of progress during treatment and recovery.
- 5 Establishing contact with family, personal physician and/or employer as appropriate.
- 6 Multilingual capabilities.
- 7 Coordination of payments.
- 8 Special assistance respecting claims.
- 9 Management, arrangement and authorization of emergency medical evacuation.
- 10 Arrangement and coordination of the return of remains after death.
- 11 Interpretation of policy wordings.
- 12 Assistance in locating the nearest and most appropriate medical care.
- 13 Payment to hospitals and other medical providers for emergency medical expenses will be guaranteed where possible relieving claimant of credit responsibilities.
- 14 Travel arrangements assistance for family members.
- 15 Provision of medical assistant to travel with claimant when necessary.
- 16 Physicians, hospitals/administrators and ambulance arrangements and communications.
- 17 Assistance on how to contact:
  - Consulates and embassies
  - Travel or booking agents
  - Tour Guides

- Airlines
- Police
- Foreign Affairs Department

18 Legal referral services in order to meet the legal needs of travellers.

To access this service, please refer to the Contact Information section at the beginning of this policy wording





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